



Government Gazette

Buitengewone Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 893)

Price 10c Prys
Overseas 15c Oorsee
POST FREE—POSVRY

(REGULASIEKOERANT No. 893)

VOL. 26.]

CAPE TOWN, 29TH DECEMBER, 1967.
KAAPSTAD, 29 DESEMBER 1967.

[No. 1940.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.2106.]

[29th December, 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

PRINTING AND NEWSPAPER INDUSTRY.

MAIN AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) 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 1st January, 1968, and for the period ending the 31st December, 1970, upon the employers' organizations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organizations or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in sections 3, 11 (4) (f), 23, 25 (1) and (2) (a), 61 and 66, shall be binding from the 1st January, 1968, and for the period ending the 31st December, 1970, 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; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and from the 1st January, 1968, and for the period ending the 31st December, 1970, the provisions of the said Agreement, excluding those contained in clauses 3, 11 (4) (f), 18 (2) to (4) (inclusive), 19 to 23 (inclusive), 25 (1) and 2 (a), 61 and 66, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.2106.]

[29 Desember 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

DRUK- EN NUUSBLADNYWERHEID.

HOOFOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat op die Druk- en Nuusbladnywerheid betrekking het, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 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;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in artikels 3, 11 (4) (f), 23, 25 (1) en (2) (a), 61 en 66, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 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; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 3, 11 (4) (f), 18 (2) tot en met (4), 19 tot en met 23, 25 (1) en 2 (a), 61 en 66, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE

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

MAIN 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' Organizations"), 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.

1. DIVISION OF AGREEMENT

This Agreement is divided into ten chapters as follows:

Chapter 1

Definitions and general provisions: Sections 2 to 5.

Chapter 2

Provisions applicable to all sections of the Industry, other than the Duplicating Section: Sections 6 to 29.

Chapter 3

Special provisions applicable to employers and employees engaged in the Corrugated Board and Container Section: Sections 30 to 32.

Chapter 4

Special provisions applicable to employers and employees engaged in the Fibre Container Section: Sections 33 and 34.

Chapter 5

Special provisions applicable to employers and employees engaged in the Paper Sacks Section: Sections 35 to 38.

Chapter 6

Special provisions applicable to employers and employees engaged in the Flexible Packaging Section: Sections 39 to 41.

Chapter 7

Special provisions applicable to employers and employees engaged in the Silk Screen Section: Sections 42 to 45.

Chapter 8

Provisions regarding wages, hours of work and holidays applicable in respect of labourers in all sections of the Industry, other than the Duplicating Section: Sections 46 to 50.

Chapter 9

Provisions applicable to employers and employees engaged in the Duplicating Section: Sections 51 to 62.

Chapter 10

Exemptions and miscellaneous: Sections 63 to 68.

CHAPTER 1

2. DEFINITIONS

Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Industrial Conciliation Act 1956, shall have the same meaning as in that Act and any reference to an Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context:

"agent" means a person appointed by the Council to carry out inspections and generally assist in giving effect to the terms of any Agreement entered into by the parties to the Council;

"apprentice" means an employee who is bound by a written contract of apprenticeship, registered in terms of the Apprenticeship Act 1944, or a minor employed in a designated trade with the written consent of the Registrar of Apprenticeship;

"casual employee" means an employee engaged for a period of less than one working week;

"Chapel" means a group of employees in any establishment constituted as a Chapel in terms of the Constitution of the Trade Union;

BYLAE

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

HOOFDOOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en 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.

1. INDELING VAN OOREENKOMS

Hierdie Ooreenkoms word soos volg in 10 hoofstukke ingedeel:

Hoofstuk 1

Woordomskrywings en algemene bepalings: Klousules 2 tot 5.

Hoofstuk 2

Bepalings van toepassing op alle afdelings van die Nywerheid, uitgesonderd die Dupliseerafdeling: Klousules 6 tot 29.

Hoofstuk 3

Spesiale bepalings van toepassing op werkgewers en werknemers in die afdeling Riffelbord en Riffelbordhouers: Klousules 30 tot 32.

Hoofstuk 4

Spesiale bepalings van toepassing op werkgewers en werknemers in die afdeling Veselbordhouers: Klousules 33 tot 34.

Hoofstuk 5

Spesiale bepalings van toepassing op werkgewers en werknemers in die afdeling Papiersakke: Klousules 35 tot 38.

Hoofstuk 6

Spesiale bepalings van toepassing op werkgewers en werknemers in die afdeling Buigsame Houers: Klousules 39 tot 41.

Hoofstuk 7

Spesiale bepalings van toepassing op werkgewers en werknemers in die afdeling Syskems: Klousules 42 tot 45.

Hoofstuk 8

Bepalings betreffende lone, werkure en verlof, van toepassing op arbeiders in alle afdelings van die Nywerheid, die Dupliseerafdeling uitgesonderd: Klousules 46 tot 50.

Hoofstuk 9

Bepalings van toepassing op werkgewers en werknemers in die Dupliseerafdeling: Klousules 51 tot 62.

Hoofstuk 10

Vrystellings en diverse bepalings: Klousules 63 tot 68.

HOOFSTUK 1

2. WOORDOMSKRYWINGS

Tensy uit die samehang anders blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in dié Wet, en enige verwysing na 'n wet sluit enige wysiging daarvan in, en woorde wat die manlike geslag aandui, omvat ook vrouens; voorts, tensy dit onbestaanbaar met die samehang is, beteken:

„agent” iemand deur die Raad aangestel om inspeksies te hou en om oor die algemeen te help om uitvoering te gee aan die bepalings van alle ooreenkomste wat aangegaan word deur die partye by die Raad;

„vakleerling” 'n werknemer gebonde deur 'n skriftelike leerlingskontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944, of 'n minderjarige in diens in 'n aangewese bedryf met die skriftelike toestemming van die Registrateur van Vakleerlinge;

„los werknemer” 'n werknemer wat vir 'n tydperk van minder as 1 werkweek in diens is;

„Kapel” 'n groep werknemers in enige inrigting wat as 'n Kapel saamgestel is ingevolge die konstitusie van die vakvereniging;

"Corrugated Board and Container Section" means that section of the Industry in which employers and employees are associated in the manufacture of corrugated board and/or corrugated containers and/or other corrugated products from corrugated cardboard and/or paper and/or any like material;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa registered in terms of the Industrial Conciliation Act 1956;

"designated trade" means a trade designated in terms of the Apprenticeship Act 1944;

"duplicating" means any method of reproduction by mechanical means, other than typewriting and the operation of addressing machines, not elsewhere defined, and includes, *inter alia*, the cutting or preparation of stencils for use on duplicating machines by means of a typewriter or otherwise, the making of master copies by means of a typewriter or otherwise and all processes or operations incidental to the production of duplicated matter;

"Duplicating Section" means that section of the Industry in which employers and employees are associated for the purpose of doing duplicating;

"envelope puncher" means an employee employed upon the punching of envelope blanks from any material, whether printed or not;

"establishment" or "house" means any place in which any activity falling within the definition of the Industry is carried on;

"Executive Committee" means the Executive Committee appointed in accordance with the provisions of the Constitution of the Council;

"experience" means the total period or periods of employment which an employee has had in his class in the Industry calculated without making any adjustment in respect of any short time or overtime worked during such period, provided, however, that any period of illness, supported by a satisfactory medical certificate where such is demanded by the employer, up to a total of thirty full working days in each year of service with the same employer shall be regarded as a period of employment;

"Fibre Container Section" means that section of the Industry in which employers and employees are associated in the manufacture wholly or mainly from paper board or fibre of spirally wound, convolute, mono and/or pressed paper containers;

"Flexible Packaging Section" means that section of the Industry in which employers and employees are associated in the production of packaging as defined in Section 39 of this Agreement and/or printing on pressure sensitive adhesive tape;

"foreman" means an employee placed in charge of an establishment, or department thereof, who gives out work to employees under his control, and supervises its passage through the establishment or department, and maintains discipline and generally is responsible to the employer for the efficiency of the establishment or department;

"fruit wrapper machine operative" means an employee who makes the necessary adjustments to the mechanism or operates or supervises the operation of machines utilized for the production of fruit wrappers whether plain or printed;

"general assistant" means an employee not elsewhere defined.

"house half-holiday" means Saturday afternoon, except in establishments where another afternoon in the working week (other than Sunday) is substituted therefor;

"Industry" means the Printing and Newspaper Industry;

"intaglio printing", which includes photogravure reproduction, means the method of reproduction by mechanical means, whereby the letters, pictures, designs or other marks to be reproduced are in the form of a sunken image on the printing surface, which image is transferred to the paper or other material to be printed;

"Joint Board" means a Joint Board established in terms of the Constitution of the Council;

"journeyman" means (a) a person who has served an apprenticeship to a trade in the Industry in accordance with the provisions of the Apprenticeship Act, or in accordance with a written contract which was approved by the Standing Committee; or (b) a person who has proved to the satisfaction of a Joint Board or the Standing Committee his competence at the trade claimed and holds a written certificate to that effect; or (c) a person, other than an apprentice in the last year of apprenticeship or a Perforator Operator, who holds a Grade I membership card of the Trade Union; or (d) a printers' mechanic;

"labourer" (which class of employee includes both factory labourers and unskilled labourers—the latter class being restricted to the operations mentioned in items (cc) to (kk), inclusive, of this definition) in all sections of the Industry, other than the Silk Screen and Duplicating Sections, means an employee who is employed exclusively upon one or more of the following operations—

- (a) cleaning machinery, including space bands, plungers and matrices on typesetting machines, implements, ink mixers, glue pots, bronzers or varnishers;
- (b) "washing up" machines by the use of automatic washing up devices or otherwise, including the removal and cleaning of rollers and the cleaning of ink ducts or ink slabs on machines; or oiling or greasing machines including the starting and stopping of machines for that purpose;

„afdeling Riffelbord en Riffelbordhouers" dié afdeling van die Nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging van riffelbord en/of riffelbordhouers en/of ander geriffelde produkte uit riffelkarton en/of papier en/of enige soortgelyke materiaal;

„Raad" die Nasionale Nywerheidsraad vir die Druk- en Nuisbladnywerheid van Suid-Afrika, geregistreer ingevolge die Wet op Nywerheidsversoenig, 1956;

„aangewese bedryf" 'n bedryf aangewys ingevolge die Wet op Vakleerlinge, 1944;

„duplisering" enige metode waarby werk met meganiese middels gedupliseer word, uitgesonderd met 'n tikmasjien en die gebruik van adresseermasjiene, nie elders omskryf nie, en omvat o.a. die sny of bereiding van stensils vir gebruik in dupliseermasjiene deur middel van 'n tikmasjien of andersins, die maak van hoofkopieë deur middel van 'n tikmasjien of andersins en alle prosesse of werksaamhede wat hoort by die produksie van gedupliseerde werk;

„Dupliseerafdeling" dié afdeling van die Nywerheid waarin werkgewers en werknemers geassosieer is met die doel om dupliseerwerk te verrig;

„koevertponser" 'n werknemer wat koevertvorms uit enige soort materiaal uitpons, hetsy dit bedruk is of nie;

„inrigting" of „drukkery" 'n plek waarin die werk wat binne die woordomschrywing van die Druk- en Nuisbladnywerheid val, uitgeoefen word;

„Uitvoerende Komitee" die Uitvoerende Komitee wat ingevolge die konstitusie van die Raad aangestel is;

„ondervinding" die totale tydperk of tydperke diens wat 'n werknemer in sy klas in die Nywerheid gehad het, bereken sonder enige aanpassing ten opsigte van enige kort- of oortyd diens gedurende dié tydperk gewerk; met dien verstande egter dat enige tydperk van siekte, gestaaf deur 'n bevredigende doktersertifikaat, in geval dit deur die werkgewer vereis word, tot en met 'n totaal van 30 volle werkdag in elke jaar diens by dieselfde werkgewer, as 'n tydperk van diens gereken moet word;

„afdeling Veselbordhouers" dié afdeling van die Nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging, uitsluitlik of hoofsaaklik, uit bordpapier of vesel, van spiraalgedraaide, gedraaide, mono- en/of geperste papierhouers;

„afdeling Buigbare Houers" dié afdeling van die Nywerheid waarin werkgewers en werknemers geassosieer is vir die produksie van houers soos omskryf in klousule 39 van hierdie Ooreenkoms en/of die druk op drukevoelige kleefband;

„voorman" 'n werknemer wat verantwoordelik is vir 'n inrigting of 'n afdeling daarvan, wat werk aan werknemers onder sy beheer uitdeel en toesig hou oor die gang daarvan deur die inrigting of afdeling, en dissipline handhaaf en teenoor die werkgewer in die algemeen verantwoordelik is vir die doeltreffendheid van die inrigting of afdeling;

„bediener van vrugtetoeleerpapiermasjiene" 'n werknemer wat die nodige verstelwerk doen aan die meganisme van die masjiene, of die masjiene bedien of toesig hou oor die werk van die masjiene wat gebruik word om papier te lewer waarin vrugte toegedraai word, hetsy dit bedruk is of nie;

„algemene assistent" 'n werknemer wat nie elders omskryf word nie;

„drukkery se vakansiehalfdag" Saterdagmiddag, uitgesonderd in inrigtings waar dit deur 'n ander namiddag (uitgesonderd Sondag) in die werkweek vervang word;

„Nywerheid" die Druk- en Nuisbladnywerheid;

„diepdrukwerk", wat fotogravurereproduksie omvat, die metode van reproduksie deur meganiese middels waarby die letters, prente, ontwerpe of ander tekens wat gereproduceer moet word, in die vorm van 'n versoonde beeld op die drukvlak is, en dié beeld word dan oorgedra op die papier of ander materiaal wat bedruk moet word;

„Gesamentlike Raad", 'n Gesamentlike Raad saamgestel ingevolge die konstitusie van die Raad;

„vakman" (a) iemand wat 'n leertyd in 'n bedryf in die Nywerheid ooreenkomstig die bepalings van die Wet op Vakleerlinge uitgedien het, of ooreenkomstig 'n skriftelike kontrak wat deur die Staande Komitee goedgekeur is; of (b) iemand wat 'n Gesamentlike Raad of die Staande Komitee oortuig het van sy bevoegdheid in die bedryf waarop hy aanspraak maak en wat in besit is van 'n skriftelike sertifikaat met dié strekking; of (c) iemand, uitgesonderd 'n vakleerling in sy laaste leerjaar, of 'n perforeermasjienebediener, wat in besit is van 'n Graad I-lidmaatskapkaart van die vakvereniging; of (d) 'n drukkerswerktuigkundige;

„arbeider" (en dié klas werknemer omvat sowel fabrieksarbeiders as ongeskoolde arbeiders—met laasgenoemde klas beperk tot die werksaamhede genoem in punte (cc) tot en met (kk) van hierdie woordomschrywing) in alle afdelings van die Nywerheid, uitgesonderd die Syskerm- en Dupliseerafdelings, 'n werknemer wat uitsluitlik een of meer van ondergenoemde werksaamhede verrig—

- (a) masjinerie skoonmaak, met inbegrip van spatiebande, plunjers en matryse of setmasjiene, implemente, inkmengers, lymotte, verbronsers of vernissers;
- (b) masjiene „opwas" deur gebruikmaking van outomatiese opwastoestelle of andersins, met inbegrip van die verwydering en skoonmaak van rollers en die skoonmaak van inkbakke of inkklate op masjiene; of masjiene olie en smeer, met inbegrip van die masjiene vir dié doel aansit en stopsit;

- (c) removing plates from mounts after printing; cutting up of old rollers or roller composition; or casting of rollers;
- (d) loading collating or gathering equipment; sticking or tying ribbons or trinkets on to greetings or similar cards; or threading string through eyelets;
- (e) lifting or dropping rollers on printing machines, but not setting them;
- (f) hanging or stacking paper for maturing;
- (g) cleaning of solid matter in galley form before proofing; lifting or moving galleys or formes with type; carrying type or slugs as a messenger; placing ingots in metal pots; dumping machine set matter for remelting; melting stereotype or typesetting machine metal or moulding same into ingots; or cleaning or drossing of metal;
- (h) scrubbing damping rollers by hand or machine; sewing or recovering damping rollers; or filling water ducts on Lithographic machines;
- (i) cooling, cleaning, washing, degreasing or drying of cylinders; or applying a protective coating to the shaft ends of cylinders before plating;
- (j) loading or unloading at the feed or delivery ends of all types of machines;
- (k) stripping waste off reels of paper or other material and weighing same; or slitting or rewinding reels of paper or other material in all sections of the Industry, other than the Flexible Packaging Section, under the supervision of a journeyman or an apprentice;
- (l) wrapping; banding, other than banding on envelope machines; packing, sorting packages or parcels; loading or unloading jogging machines; or removing folded sections from the conveyor belt of a Newspaper or Magazine Rotary Machine and knocking these up before placing them on platforms for removal;
- (m) carrying printing plates or cylinders to machines or lifting them on or off the machine, but not fixing them into position nor locking same;
- (n) carrying ink or pouring it into ink ducts on machines, but not regulating the supply of ink;
- (o) hoisting reels of paper or other material into position on rotary machines; or placing brakes on brake wheels under the supervision of a journeyman or an apprentice;
- (p) changing reels of paper or other materials or pasting up on rotary machines;
- (q) assisting journeymen in webbing or backing or slackening out sheets on rotary machines or pulling same to former or assisting to adjust manually operated web tension or sidelay on rotary machines under the supervision of a journeyman or an apprentice;
- (r) cleaning plates or cylinders; cutting scrap metal; cleaning mounts; or washing and drying of stereo blankets;
- (s) scrubbing off old emulsion or cleaning glass plates;
- (t) draining or cleaning etching or plating baths;
- (u) polishing or graining of plates or cylinders, but not including the buffing of cylinders on a lathe;
- (v) the physical mixing of chemicals after the ingredients have been measured out by a journeyman, a chemist, an apprentice or a learner paper sack machine operator;
- (w) breaking out, stripping, bending of scored ends or lidding in connection with carton or cardboard box manufacture;
- (x) folding of boards by hand prior to stitching or affixing gummed tape to the bottoms of containers in order to complete them or baling of corrugated containers in the Corrugated Board and Container Section;
- (y) affixing strips of gummed paper to sections of paper already cut in order to produce large envelopes;
- (z) the operation of power driven vehicles for the transportation of goods or material within the factory; transporting formes, paper or other material to and from machine room; the breaking up and chipping of plastic materials for re-use; tintselling; bronzing or dusting by hand; cleaning off printed matter after bronzing; wiping off and cleaning work produced on a blocking press; laying out of die stamped work on trays for drying; clearing gang stitcher, but not making any mechanical adjustment thereto; or any one or more of the operations which may be done by a Factory Labourer in terms of Section 25 (10) of this Agreement;
- (aa) any one or more of the following operations in the Paper Sacks Section:
- (i) Preparing or putting reels of paper on tubing machines or taking sack tubes off tubing machines;
- (ii) loading feeders of bottom pasting machines or taking sacks off such machines; or
- (iii) valving or sleeving sacks, cutting tape between sewn sacks, sorting or packing sacks;
- (bb) any one or more of the following operations in connection with the production of Flexible Packaging:
- (i) stringing bags by hand, folding carrier bags, making or inserting handles for carrier bags, glueing or inserting cardboard strips into carrier bags;
- (ii) the repairing and salvaging of faulty or damaged articles;
- (c) plate van monterstukke ná drukwerk verwyder; ou rollers of rollerkomposisie stukkend sny; of rollers giet;
- (d) saamvoeg- of versameluitrusting laai; linte of snuisterye aan groete- of dergelike kaartjies vasplak of vasheg; of toutjies deur ogies ryg;
- (e) rollers uit drukmasjiene uitlig of daarin laat neersak, maar nie rollers stel nie;
- (f) papier ophang of opstapel om droog te word;
- (g) platsettel in galeivorm vóór proefwerk skoonmaak; galeie of vorms met setstel optel of verskuif; setstel of reëls as 'n bode dra; loodstawe in metaalpotte plaas; masjiensetstel bymekaar gooi om weer gesmelt te word; stereotipe- of setmasjiënmetaal smelt of dit in stawe giet; metaal skoonmaak of skoonmaak deur afskuiming;
- (h) vogrollers met die hand of 'n masjiën skrop; vogrollers toewerk of herbedek; of waterbakke op litografiese masjiene volmaak;
- (i) silinders afkoel, skoonmaak, was, ontvet of droogmaak; of 'n beskermingslaag aan asente van silinders vóór plaatwerk aansit;
- (j) aan die voer- of afvoerende van alle soorte masjiene laai of aflaai;
- (k) afvalstukke afstroop van rolle papier of ander materiaal en dit weeg; of rolle papier of ander materiaal in alle afdelings van die Nywerheid, uitgesonderd die afdeling Buigsame Houers, onder toesig van 'n vakman of 'n vakleerling splits of weer opdraai;
- (l) toedraaiwerk; bandwerk, uitgesonderd bandwerk op koervermasjiene; verpakking; pakkies of pakkette sorteer; sjokmasjiene laai of ontlai; of gevoude dele van die vervoerband van 'n koerant- of tydskrifrollers verwyder en dit bymekaarklap voordat dit op platforms vir verwydering geplaas word;
- (m) drukplate of -silinders na masjiene toe dra of dit op die masjiën plaas of daarvan aflig maar hulle nie in posisie vassit of vassluit nie;
- (n) ink dra of dit in inkbakke op masjiene ingooi, maar nie die inktoevoer reguleer nie;
- (o) rolle papier of ander materiaal op rolperse in posisie hys; of remme aan remwiele onder toesig van 'n vakman of 'n vakleerling sit;
- (p) rolle papier of ander materiaal omruil of dit op rolperse oplak;
- (q) vakmanne help met die deurryg van die papierstrook of velle op rolperse laat terugloop of slaploop of dit oor eersgenoemde trek of help om papierstroke wat met die hand gespan is, of syaanleg op rolperse, onder toesig van 'n vakman of 'n vakleerling te stel;
- (r) plate of silinders skoonmaak; afvalmetaal stukkend sny; monterstukke skoonmaak; of stereokombers was en droogmaak;
- (s) ou emulsie afskrop of glasplate skoonmaak;
- (t) ets- of plateerbakke leegtap of skoonmaak;
- (u) plate of silinders poleer of greineer, maar met uitsondering van die polys van silinders op 'n draaibank;
- (v) die fisiese meng van chemikalieë nadat die bestanddele deur 'n vakman, 'n chemikus, 'n vakleerling of 'n leerling-papiersakmasjiënbediener afgemeet is;
- (w) gekepte ente aanbreek, uitmekaar haal, buig of deksels opsit in verband met kartonmouer of kartondoosvervaardiging;
- (x) bord met die hand vóór stikwerk vou, of gegomde band aan die bome van houers vasheg ten einde hulle te voltooi of geriffelde houers baal in die afdeling Riffelbord en Riffelbordhouers;
- (y) strokies gegomde papier aan snitte papier vasheg wat reeds gesny is ten einde groot koeverte te maak;
- (z) die bediening van kragvoertuie vir die vervoer van goedere of materiaal binne die fabriek; drukvorms, papier of ander materiaal na en van masjiënkamer vervoer; plastiekgoedere opbreek en aan stukkes kap om weer gebruik te word; vergulding; verbronsing of bestuiwing met die hand; drukwerk ná verbronsing skoonmaak; werk wat op 'n kloppers gemaak is, afvee en skoonmaak; stempeldrukwerk op plat bakke uitlê om droog te word; groepstikker ruim, maar geen meganiese verstelling daaraan doen nie; of enigeen of meer van die werksaamhede wat deur 'n fabrieksarbeider ingevolge klousule 25 (10) van hierdie Ooreenkoms gedoen mag word;
- (aa) enigeen of meer van ondergenoemde werksaamhede in die papiersakafdeling:
- (i) Rolle papier gereedmaak of dit op buismasjiene sit of sak buise van buismasjiene afhaal;
- (ii) voerders van boomlymmasjiene laai of sakke van sulke masjiene afhaal; of
- (iii) klappe of hulse aan sakke sit, bandjies tussen gestikte sakke afsny, sakke sorteer of verpak;
- (bb) enigeen of meer van ondergenoemde werksaamhede in verband met die produksie van buigsame houers:
- (i) toutjies met die hand aan sakke aansit, drasakke vou, handvatsels vir drasakke maak of insit; kartonstroke in drasakke vaslym of insteek;
- (ii) die heelmaak of herwin van defekte of beskadigde artikels;

- (iii) packing into parcels, cartons or corrugated containers;
- (iv) folding or banding paper; stripping flexible stereotypes; or replenishing wax troughs; or
- (v) placing cores on the shafts of slitting machines or removing slit or rewound reels from slitting machines;
- (cc) carrying, moving, stacking or unpacking goods, including operating a goods lift;
- (dd) cleaning premises, vehicles or animals, work benches, tools, ink slabs, other than ink slabs on machines imposing surfaces, but not the clearing or sorting of type or other material on the imposing surface;
- (ee) assembling of partitions or fillers in connection with Cartons, Cardboard Boxes or Corrugated Containers;
- (ff) opening or closing boxes, bales, drums or other packages; branding, marking, stencilling or labelling boxes, bales, drums or other packages;
- (gg) delivering or collecting letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- (hh) assisting on vehicles used for the collection or delivery of goods or loading or unloading vehicles;
- (ii) baling waste paper whether done by means of a manually or power operated baling machine;
- (jj) cooking rations for Bantu, making tea or similar beverages; making or maintaining fires or removing refuse or ashes; or
- (kk) any one or more of the following operations in the Fibre Container Section:
 - (i) lidding;
 - (ii) nesting of cups;
 - (iii) sleeving of milk bottle discs; or
 - (iv) packing of nested cups or sleeved milk bottle discs;

"learner litho operative" means an employee who with the written permission of the Standing Committee, is being taught how to print down on to pre-sensitized plates for use on lithographic printing machines capable of receiving and delivering a sheet not larger than 15 inches by 20 inches and/or to operate such lithographic printing machines;

"learner platen pressman" means an employee who with the written permission of the Standing Committee is being taught how to make ready on and operate platen machines;

"letterpress printing" means the method of reproduction by mechanical means, whereby the letters, pictures, designs or other marks to be reproduced are in relief on the printing surface and are transferred either direct or by offset to the paper or other material to be printed;

"litho operative" means an employee, who is registered as such by the Council, and who does the printing down on to a pre-sensitized plate intended for use on a lithographic printing machine capable of receiving and delivering a sheet not larger than 15 inches by 20 inches and/or operates such a lithographic printing machine;

"manually operated cutting machine" means a cutting machine designed solely for manual operation;

"mechanical means" means the use of any instrument or machine employed to transmit force, or to modify its application;

"Monotype caster attendant" means an employee, other than a journeyman or an apprentice, who is employed upon one or more of the following operations—

- (a) attending casting machines, including Monotype casters and super casters and Elrod slug and rule casters, under the supervision of a journeyman or an apprentice, including supplying metal to metal pot or regulating the temperature thereof; regulating water supply to mould; placing the perforated rolls on to the machine; attending to or straightening-up the product of the machine while running; lifting galleys of type and cast matter off the machine or replacing galleys thereon; changing matrices, matrix cases, moulds and normal wedges; sizing-up; or lining-up;
- (b) laying out of type or other material for setting, cast by the machine on which he is in attendance, in the cases;
- (c) oiling or cleaning of casting machines;
- (d) dismantling or assembling pump bodies for the purpose of cleaning only; or
- (e) assisting a journeyman or an apprentice with the dismantling or assembling of casting machines;

"multi-colour machine" means a machine which is equipped with two or more ink-ducts and which is normally used for printing more than one colour at one passage of the paper or other material to be printed through the machine;

"night work" means work performed on a regular shift, any portion of which falls between the hours of 6 p.m. on one day and 6.30 a.m. on the next, but does not include the work for the production of newspapers mentioned in Section 13 (1) (d) of this Agreement;

"operator-machanic" means a journeyman who operates a typesetting machine (other than a Typograph composing machine in an establishment in Areas B and C) and whose duty it is to maintain one or more typesetting machines in running order;

"Paper Sacks Section" means that section of the Industry in which employers and employees are associated for the purpose of manufacturing paper sacks;

(iii) in pakkies, kartonhouers of riffelbordhouers verpak;

(iv) papier vou of bande omsit; buigsame stereo's uitmekaar haal; of wasbakke hervul; of

(v) kerns aan die asse van splitsmasjiene aansit of gesplitste of weer opgedraaide rolle van splitsmasjiene verwyder;

(cc) goedere dra, verskuif, opstapel of uitpak, met inbegrip van 'n goederehyser bedien;

(dd) persele, voertuie of diere, werkbanke, gereedskap, inkplate, uitgesonderd inkplate op masjiene, opmaakvlakke skoonmaak maar nie setstel of ander materiaal van die opmaakvlak verwyder of dit op die vlak sorteer nie;

(ee) afskortings of vulstukke bymekaar maak in verband met kartonhouers, kartondose of riffelbordhouers;

(ff) kaste, bale, tromme of ander houers oop- of toemaak; kaste, kaste bale, tromme of ander houers brandmerk, merk, stensil of etiketter;

(gg) briewe, boodskappe of goedere te voet of met 'n fiets, drieriel of handvoertuig aflewer of bymekaar maak;

(hh) op voertuie help wat gebruik word vir die bymekaarmaak of aflewering van goedere, of voertuie laai of aflaai;

(ii) afvalpapier baal, hetsy met 'n hand- of kragbaalmasjiene;

(jj) rantsone vir Bantoes kook, tee of dergelike drank maak; vuur maak of vure aan die gang hou of afval of as verwyder; of

(kk) enigeen of meer van ondergenoemde werksaamhede in die afdeling Veselbordhouers:

- (i) deksels opsit;
- (ii) koppies inmekaarsit;
- (iii) melkbottelskywe huls; of
- (iv) inmekaargepakte koppies of gehulste melkbottelskywe verpak;

"leerling-litobediener" 'n werknemer wat met die skriftelike toestemming van die Staande Komitee geleer word hoe om op vooraf gevoeliggemaakte plate af te druk vir gebruik of litografiese drukmasjiene wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te neem en af te gooi, en/of om sodanige litografiese drukmasjiene te bedien;

"leerling-degelpersdrukker" 'n werknemer wat met die skriftelike toestemming van die Staande Komitee geleer word hoe om op degelperse toe te stel en hulle te bedien;

"hoogdrukwerk" die reproduksiemetode met meganiese middels waarby die letters, prente, ontwerpe of ander tekens wat gereproduseer moet word, in reliëf op die drukvlak staan, en of regstreeks of deur middel van vlakdrukwerk ("offset") oorgebring word op die papier of ander materiaal waarop gedruk moet word;

"litobediener" 'n werknemer wat as sodanig by die Raad geregistreer is en wat op 'n vooraf gevoeliggemaakte plaat afdruk wat bedoel is vir gebruik op 'n litografiese drukmasjiene in staat om 'n vel van hoogstens 15 duim by 20 duim te neem en af te gooi, en/of so 'n litografiese drukmasjiene bedien;

"handsnymasjiene" 'n snymasjiene wat uitsluitlik ontwerp is om met die hand gewerk te word;

"meganiese middels" die gebruik van instrumente of masjiene wat gebruik word om krag oor te bring of om die aanwending daarvan te wysig;

"Monotype-gietmasjienebediener" 'n werknemer, uitgesonderd 'n vakman of 'n vakleerling, wat een of meer van ondergenoemde werksaamhede verrig—

- (a) gietmasjiene bedien, met inbegrip van Monotype-gietmasjiene en supergietmasjiene en Elrod-reël- en lyn-gietmasjiene, onder toesig van 'n vakman of 'n vakleerling, met inbegrip van metaal in metaalpotte sit of die temperatuur daarvan reguleer; die watertoever tot die gietmasjiene reguleer; die geperforeerde rolle in die masjiene aansit; toesig hou oor die produk van die masjiene, terwyl dit loop, of dit reguit maak; galeisetstel en gietwerk van die masjiene aftel of galeie daarop terugsit; matryse, matryskaste, gietvorms en gewone wiggies omruil; gietwerk volgens grootte rangskik, of reguit maak;
- (b) setstel of ander materiaal wat gegiet is deur die masjiene wat hy bedien, in die kaste uitsit vir handsetwerk;
- (c) gietmasjiene olie of skoonmaak;
- (d) pompinrigtings uitmekaarhaal of inmekaarsit maar slegs om dit skoon te maak; of
- (e) 'n vakman of 'n vakleerling help met die uitmekaarhaal of inmekaarsit van gietmasjiene;

"veelkleurmasjiene" 'n masjiene wat toegerus is met twee of meer inkbakke en wat gewoonlik gebruik word om meer as een kleur te druk met elke deurgang deur die masjiene van die papier of ander materiaal terwyl daar gedruk word;

"nagwerk" werk verrig op 'n gereelde skof waarvan enige deel tussen die ure 6 nm. op een dag en 6.30 vm. op die volgende dag val, maar omvat nie die werk vir die produksie van nuusblaaike genoem in klousule 13 (1) (d) van hierdie Ooreenkoms nie;

"bediener-werktuigkundige" 'n vakman wat 'n setmasjiene bedien (uitgesonderd 'n Typograph-setmasjiene in 'n inrigting in gebiede B en C) en wie se plig dit is om een of meer setmasjiene in werkende orde te hou;

"Papiersakafdeling" daardie afdeling van die Nywerheid waarin werkgewers en werknemers geassosieer is vir die doel om papiersakke te vervaardig;

"perfecting machine" means a machine which prints on both sides of the paper or other material to be printed before the sheet is delivered from the machine;

"piece-work" means any system by which an employee's earnings are based on quantity or output of work done;

"planographic printing", which includes lithographic printing, means the method of reproduction by mechanical means, whereby the letters, pictures, designs or other marks to be reproduced are transferred, either direct or by offset, to the paper or other material to be printed from a planographic image on the printing surface;

"platen pressman" means an employee, who is registered as such by the Council, and who makes ready on, including locking up formes in the machine chase, and operates or supervises the operation of platen machines;

"printers' mechanic" means (a) a person who has served an apprenticeship as such in the Industry in accordance with the Apprenticeship Act; or (b) a person who has proved to the satisfaction of a Joint Board or the Standing Committee his competence, i.e. the ability to assemble, disassemble, repair and maintain machinery used in the Industry, and who holds a written certificate to that effect; or (c) a person who, having served an apprenticeship in the Engineering Industry has proved, by serving at least 12 months in the Industry, his capacity to hold a job therein;

"Printing and Newspaper Industry", without in any way limiting the generally accepted meaning thereof, means that industry, trade or undertaking in which employers and employees are associated in the production of printed matter of any nature whatsoever, and furthermore includes, *inter alia*—

(a) the following trades (together with the occupations and operations incidental thereto) whether or not the said trades, occupations and/or operations are carried on separately or collectively or in conjunction with printing or apart from printing, viz.—

composing, proof-reading, stereotyping and electrotyping, typesetting (process engraving, photo-gravure, letterpress machine minding, printing and lithographic artistry, lithography, printers' warehousing, printers' engineering, engraving and die stamping, bookbinding, ruling, cutting, silk screen process printing, duplicating, ink-mixing (if undertaken by employers engaged in the operations referred to in paragraphs (a), (b) and (c);

(b) the manufacture (including any process whatsoever in the course of manufacturing) of:

(i) stationery, rubber stamps, envelopes, paper bags, paper sacks, milk bottle discs, egg-box fillers, toilet rolls, gummed paper, cardboard boxes;

(ii) corrugated cardboard from paper and/or any compound of paper and/or any like material a constituent part of which is paper and/or any compound of paper;

(iii) any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper and/or any compound of paper and/or any like material a constituent part of which is fibre and/or cardboard and/or paper, and/or any compound of paper, but excluding the manufacture mainly from fibre of trunks, attaché cases, bags and all similar containers designed to hold personal effects, sporting kit, tools and documents;

(iv) any article whatsoever from cardboard (corrugated or otherwise) and/or paper and/or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any compound of paper; provided that this sub-paragraph (iv) shall only apply to employers and employees covered by paragraphs (a), (b) (c) and (d) of this definition;

(c) the printing on paper, gummed paper, tape, gummed tape, tin or other metals, cloth, hessian (or other materials), cardboard containers or other articles referred to in paragraph (b);

(d) the repairing of cardboard boxes, egg-box fillers, containers or such other articles as are contemplated by (b) above;

"quarter binder" means an employee in respect of whom a valid certificate of his registration as a quarter binder, signed by the Local Branch Secretary of the Trade Union, Secretary of the Local Joint Board or the Secretary on behalf of the Standing Committee, is in existence;

"regular employee" means an employee who has been employed by the same employer for a period of not less than four working weeks, whether or not short time has been in operation during that period;

"remuneration" means any payment made or owing to any person which arises in any manner whatsoever out of employment;

"rotary machine" means a machine in which the paper or other material to be printed is carried from a reel by a rotating cylinder against a rotating printing surface from which the impression is taken, but does not include toilet-roll machines with printing attachments nor machines used in the production of packaging mentioned in Section 41 (2) or (3) of this Agreement;

"Secretary" means the Secretary of the Council;

„perfekteermasjien" 'n masjien wat aan weerskante van die papier of ander materiaal druk voordat die vel uit die masjien kom;

„stukwerk" 'n stelsel waarvolgens 'n werknemer se verdienste gebaseer word op hoeveelheid of omvang van gedane werk;

„planografiese drukwerk", wat litografiese drukwerk insluit, die metode van reproduksie met meganiese middels waarby die letters, prente, ontwerpe of ander tekens wat gereproduseer moet word, of regstreke of met vlakdrukwerk („offset") op die papier of ander materiaal waarop gedruk moet word, van 'n planografiese beeld op die drukvlak oorgebring word;

„degelpersdrukker" 'n werknemer wat as sodanig by die Raad geregistreer is en wat op degelperse toestel, met inbegrip van die opsluit van vorms in die vormraam, en wat degelperse bedien of toesig daaroor hou;

„drukkerswerktuigkundige" (a) iemand wat die leertyd van 'n vakleerling as sodanig in die Nywerheid uitgedien het ingevolge die Wet op Vakleerlinge; of (b) iemand wat 'n Gesamentlike Raad of die Staande Komitee oortuig het van sy bevoegdheid, d.w.s. die vermoë het om masjiene wat in die Nywerheid gebruik word, uitmekaar te haal, inmekaar te sit, te herstel of in stand te hou en wat 'n skriftelike sertifikaat met dié strekking besit; of (c) iemand wat, nadat hy 'n leertyd in die Ingenieursnywerheid uitgedien het, bewys het, deur minstens 12 maande in die Nywerheid te dien, dat hy in staat is om 'n betrekking daarin met sukses te vul;

„Druk- en Nuusbladnywerheid", sonder om die algemeen erkende betekenis daarvan te beperk, die nywerheid, bedryf of onderneming waarin werkgewers en werknemers geassosieer is vir die produksie van drukwerk van watter aard ookal en omvat dit verder onder andere die volgende—

(a) ondergenoemde bedrywe (saam met die beroepe en werksaamhede wat daarby hoort) hetsy genoemde bedrywe, beroepe en/of werksaamhede afsonderlik, gesamentlik, met of apart van drukwerk beoefen word of nie, naamlik—

set, proeflees, stereotipeer- en elektrotipeerwerk, setwerk, prosesgravure- en fotogravurewerk, hoogdruk-masjienbediening, druk- en litografiese kuns, litografie, drukkerspakhuiswerk, drukkersingenieurswerk, graveer- en stempelsny-, boekbind-, lineeer-, sny- en syskermdrukwerk, duplisering, inkmengwerk (as dit onderneem word deur werkgewers wat die werksaamhede genoem in paragrafe (a), (b) en (c) uitvoer);

(b) die vervaardiging (met inbegrip van enige proses, van watter aard ook, by dié vervaardiging) van—

(i) skryfbehoeftes, rubberstempels, koeverte, papierkardose, papiersakke, melkbottelskywe, eierdoosvullers, toiletrolle, gegomde papier, kartondose;

(ii) riffelkarton uit papier en/of 'n samestelling van papier en/of dergelyke materiaal waarvan papier en/of 'n samestelling van papier 'n bestanddeel is;

(iii) enige soort houër (met of sonder metaaldele) uit veselstof en/of karton (geriffel of andersins) en/of papier en/of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan veselstof en/of karton en/of papier en/of 'n samestelling van papier 'n bestanddeel is, maar met uitsluiting van die vervaardiging hoofsaaklik uit veselstof van koffers, dokumentetasse, sakke en alle dergelyke houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;

(iv) enige artikel van watter aard ook, uit karton, (geriffel of andersins) en/of papier en/of 'n samestelling van papier en/of enige soortgelyke materiaal waarvan karton en/of papier en/of 'n samestelling van papier 'n bestanddeel is; met dien verstande dat hierdie subparagraaf (iv) alleen op werkgewers en werknemers van toepassing is wat deur paragrafe (a), (b), (c) en (d) van hierdie woordskrywing gedek word;

(c) die druk op papier, gegomde papier, band, gegomde band, tin of ander metale, weefstof, goiing (of ander materiale) kartonhouers of ander artikels in paragraaf (b) genoem;

(d) die heelmaak van kartondose, eierdoosvullers, houers of ander artikels soos hierbo in (b) bedoel;

„kwartobinder" 'n werknemer ten opsigte van wie daar 'n geldige sertifikaat van sy registrasie as 'n kwartobinder bestaan, geteken deur die plaaslike taksekretaris van die vakvereniging, die sekretaris van die plaaslike Gesamentlike Raad of die sekretaris namens die Staande Komitee;

„gereelde werknemer" 'n werknemer wat vir minstens 4 werke by dieselfde werkgewer in diens was, hetsy korttyd gedurende daardie tydperk gewerk is of nie;

„besoldiging" betaling gedoen of verskuldig aan 'n persoon wat op watter wyse ook al uit diens voortspruit;

„rolpers" 'n masjien waarin die papier of ander materiaal wat bedruk moet word, vanaf 'n rol gevoer word deur 'n draaibedrukker 'n draaibedrukkers rol waarvan die afdruk gemaak word, maar omvat nie toiletrolmasjiene met drukinrigtings, ook nie masjiene wat gebruik word in die vervaardiging van houers genoem in klousule 41 (2) of (3) van hierdie Ooreenkoms nie;

„Sekretaris" die Sekretaris van die Raad;

"short time" means the time actually worked by an employee in an establishment when such time has been reduced to less than the ordinary hours of work specified in this Agreement;

"silk screen process printing" means the method of printing, whether by manual or mechanical means, whereby the pigment is forced by means of a squeegee through a stencil attached to a screen made of silk or other material;

"Silk Screen Section" means that section of the Industry in which employers and employees are associated for the purpose of doing silk screen process printing;

"solid typesetter" means a general assistant, in respect of whom an exemption from the provisions of Section 25 (5) of this Agreement has been issued authorizing the employment of such employee upon the setting and distribution of solid news matter for newspapers;

"Standing Committee" means the Standing Committee appointed in accordance with the provisions of the Constitution of the Council;

"task-work" means any system of work which requires the completion by an employee of a definite amount of work in a specified time;

"typesetting machine operator" means a journeyman compositor employed upon the operation of any class of typesetting machine, including Monotype keyboards, but does not include operators of Typograph composing machines employed in Areas B and C nor Monotype caster minder mechanics;

"working week" means the customary pay-week of an establishment.

3. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of Section 48 of the Industrial Conciliation Act 1956, and shall remain in force until the 31st December, 1970, or for such period as may be determined by him.

4. SCOPE OF APPLICATION

The provisions of this Agreement shall apply throughout the Republic of South Africa and shall be observed by all members of the employers' organizations and by all members of the trade union, who are engaged or employed in the Industry, as defined. With the exception of Section 6 (3) the terms of this Agreement shall apply only in respect of those employees for whom wage rates are prescribed; provided, however, that all such provisions, as are not inconsistent with the terms of the Apprenticeship Act 1944, or any conditions fixed thereunder, shall apply in respect of apprentices and minors; and provided further—

- that only Sections 6 (1) (e), 7, 16 and 18 (1) shall apply in respect of those employees for whom wage rates are prescribed by Section 6 (1) (e); and
- that only Sections 1 to 4 (inclusive) and 51 to 62 (inclusive) shall be applicable to employers and employees who are engaged in the Duplicating Section.

5. DIVISION OF REPUBLIC INTO AREAS

For the purposes of this Agreement the Republic of South Africa is divided into areas as follows:

Until 31st December, 1968:

Area B—The Province of the Cape of Good Hope, excluding those areas specified in Areas C, D, E and F.

Area C—The Municipal Areas of Aliwal North and Burgersdorp and the Magisterial Districts of Barberton, Barkly East, Cradock, George, Jansenville, Molteno, Mossel Bay, Nelspruit, Riversdale, Steynsburg, White River and Wodehouse.

Area D—The Municipal Areas of Grahamstown, King William's Town, Malmesbury, Queenstown and Worcester, and the Magisterial Districts of Caledon, Ceres, Heidelberg (Cape), Hermanus, Paarl, Robertson, Somerset West, Stellenbosch, Strand, Swellendam, Tulbagh, Umtata and Wellington.

Area E—Magisterial Districts of Bellville, the Cape, East London, Hankey, Port Elizabeth, Simonstown, Uitenhage and Wynberg; Province of Natal, excluding Magisterial Districts of Durban and Pinetown; Province of the Orange Free State, excluding Magisterial Districts of Bloemfontein, Hennenman and Kroonstad; Province of the Transvaal, excluding Magisterial Districts of Alberton, Balfour, Barberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Groblersdal, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nelspruit, Nigel, Pietersburg, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Standerton, Vanderbijlpark, Ventersdorp, Vereeniging, Westonaria, White River and Witbank.

Area F—Magisterial Districts of Barkly West, Groblersdal, Hay, Hennenman, Herbert, Kimberley, Klerksdorp, Kroonstad, Middelburg (Transvaal), Pietersburg, Potchefstroom, Standerton, Ventersdorp and Witbank.

Area G—Magisterial Districts of Durban and Pinetown.

Area H—Magisterial District of Bloemfontein.

Area I—Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Bronkhorstspuit, Brakpan, Cullinan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

From 1st January, 1969, to 31st December, 1969:

Area C—The Province of the Cape of Good Hope, excluding those areas specified in Areas D and F.

„korttyd" die tyd werklik deur 'n werknemer in 'n inrigting gewerk wanneer dié tyd tot minder as die gewone werkure in hierdie Ooreenkoms bepaal, verminder is;

„syskermdrukwerk" die drukproses, hetsy met die hand of meganies deur middel waarvan 'n kleurstof met 'n roller dwarsdeur 'n stensil gedruk word wat aan 'n skerm van sy of ander materiaal geheg is;

„Syskermafdeling" dié afdeling van die Nywerheid waarin werkgewers en werknemers geassosieer is vir die doel om syskermdrukwerk uit te voer;

„platsetter" 'n algemene assistent ten opsigte van wie vrystelling verleen is van die bepalings van klousule 25 (5) van hierdie Ooreenkoms sodat daar magtiging bestaan vir die indiensneming van so 'n werknemer vir die set en opbrek van die platnusselsel van koerante;

„Staande Komitee" die Staande Komitee aangestel ingevolge die bepalings van die konstitusie van die Raad;

„taakwerk" 'n werkstelsel wat vereis dat 'n duidelik omskrewe hoeveelheid werk binne 'n bepaalde tyd deur 'n werknemer voltooi moet word;

„setmasjienbediener" 'n vakmansetter in diens vir die bediening van enige soort setmasjien, met inbegrip van Monotype-toetsborde maar met uitsluiting van bedieners van Typograph-setmasjiene wat in diens is in gebiede B en C, en van Monotype-bedienerswerktuigkundiges;

„werkweek" die gebruikelike betaalweek van 'n bedryfsinrigting.

3. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid ingevolge artikel 48 van die Wet op Nywerheidsversoenig, 1956, vasgestel mag word, en bly van krag tot 31 Desember 1970, of vir 'n tydperk wat deur hom bepaal mag word.

4. TOEPASSINGSBESTEK

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 die Nywerheid, soos omskryf, uitoefen of daarin in diens is. Met uitsondering van klousule 6 (3) is die bepalings van die Ooreenkoms slegs van toepassing op daardie werknemers vir wie loontariewe voorgeskryf word; met dien verstande egter dat al hierdie bepalings wat nie met die bepalings van die Wet op Vakleerlinge, 1944, onbestaanbaar is of met voorwaardes wat daarkragtens vasgestel word nie, op vakleerlinge en minderjariges van toepassing is; en voorts met dien verstande—

- dat slegs klousules 6 (1) (e), 7, 16 en 18 (1) van toepassing is op werknemers vir wie loontariewe in klousule 6 (1) (e) voorgeskryf word; en
- dat slegs klousules 1 tot en met 4 en 51 tot en met 62 van toepassing is op werkgewers en werknemers wat in die Dupliseerafdeling werk.

5. GEBIEDSINDELING VAN DIE REPUBLIEK

Vir die toepassing van hierdie Ooreenkoms word die Republiek van Suid-Afrika soos volg in agt gebiede ingedeel:

Tot 31 Desember 1968:

Gebied B—Die Provinsie Kaap die Goeie Hoop, uitgesonderd die gebiede in gebiede C, D, E en F gespesifiseer.

Gebied C—Die munisipale gebiede van Aliwal-Noord en Burgersdorp en die landdrosdistrikte Barberton, Barkly-Oos, Cradock, George, Jansenville, Molteno, Mosselbaai, Nelspruit, Riversdal, Steynsburg, Witriver en Wodehouse.

Gebied D—Die munisipale gebiede van Grahamstad, King William's Town, Malmesbury, Queenstown en Worcester, en die landdrosdistrikte Caledon, Ceres, Heidelberg (Kaap), Hermanus, Paarl, Robertson, Somerset-Wes, Stellenbosch, Strand, Swellendam, Tulbagh, Umtata en Wellington.

Gebied E—Landdrosdistrikte Bellville, die Kaap, Oos-Londen, Hankey, Port Elizabeth, Simonstad, Uitenhage en Wynberg; die provinsie Natal, uitgesonderd die landdrosdistrikte Durban en Pinetown; die provinsie Oranje-Vrystaat, uitgesonderd die landdrosdistrikte Bloemfontein, Hennenman en Kroonstad; die provinsie Transvaal, uitgesonderd die landdrosdistrikte Alberton, Balfour, Barberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Groblersdal, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nelspruit, Nigel, Pietersburg, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Standerton, Vanderbijlpark, Ventersdorp, Vereeniging, Westonaria, Witriver en Witbank.

Gebied F—Landdrosdistrikte Barkly-Wes, Groblersdal, Hay, Hennenman, Herbert, Kimberley, Klerksdorp, Kroonstad, Middelburg (Transvaal), Pietersburg, Potchefstroom, Standerton, Ventersdorp en Witbank.

Gebied G—Landdrosdistrikte Durban en Pinetown.

Gebied H—Landdrosdistrikte Bloemfontein.

Gebied I—Landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Bronkhorstspuit, Brakpan, Cullinan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

Vanaf 1 Januarie 1969 tot 31 Desember 1969:

Gebied C—Die provinsie Kaap die Goeie Hoop, uitgesonderd die gebiede in gebiede D en F gespesifiseer.

Area D—The Municipal Areas of Aliwal North, Burgersdorp, Grahamstown, King William's Town, Malmesbury, Queenstown and Worcester and the Magisterial Districts of Barberton, Barkly East, Caledon, Ceres, Cradock, George, Heidelberg (Cape), Hermanus, Jansenville, Molteno, Mossel Bay, Nelspruit, Paarl, Riversdale, Robertson, Somerset West, Stellenbosch, Steynsburg, Strand, Swellendam, Tulbagh, Umtata, Wellington, White River and Wodehouse.

Area F—Magisterial Districts of Bellville, the Cape, East London, Hankey, Port Elizabeth, Simonstown, Uitenhage and Wynberg; Province of Natal, excluding Magisterial Districts of Durban and Pinetown; Province of the Orange Free State, excluding Magisterial Districts of Bloemfontein, Hennenman and Kroonstad; Province of the Transvaal, excluding Magisterial Districts of Alberton, Balfour, Barberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Groblersdal, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nelspruit, Nigel, Pietersburg, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Standerton, Vanderbijlpark, Ventersdorp, Vereeniging, Westonaria, White River and Witbank.

Area G—Magisterial Districts of Barkly West, Durban, Groblersdal, Hay, Hennenman, Herbert, Kimberley, Klerksdorp, Kroonstad, Middelburg (Transvaal), Pietersburg, Pinetown, Potchefstroom, Standerton, Ventersdorp and Witbank.

Area H—Magisterial Districts of Alberton, Balfour, Benoni, Bloemfontein, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

From 1st January, 1970:

Area D—The Magisterial Districts of Barberton, Nelspruit and White River and the Province of the Cape of Good Hope, excluding those areas specified in Area G.

Area G—Magisterial Districts of Barkly West, Bellville, the Cape, East London, Hankey, Hay, Herbert, Kimberley, Port Elizabeth, Simonstown, Uitenhage and Wynberg; Province of Natal; Province of the Orange Free State, excluding the Magisterial District of Bloemfontein; Province of the Transvaal, excluding the Magisterial Districts of Alberton, Balfour, Barberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Nelspruit, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and White River.

Area H—Magisterial Districts of Alberton, Balfour, Benoni, Bloemfontein, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

CHAPTER 2

PROVISIONS APPLICABLE TO ALL SECTIONS OF THE INDUSTRY OTHER THAN THE DUPLICATING SECTION

6. WAGE RATES

(1) No employer shall pay to an employee of a class specified hereunder and no such employee shall accept wages at less than the following weekly rates for the area concerned:

(a) Foremen other than foremen in the Silk Screen Section—	
Foremen on day work	Table 1, Scale 2
Foremen on night work, other than night work on newspapers	Table 1, Scale 6
Foremen on night work on newspapers	Table 2, Scale 2
(b) Journeymen—	
(i) Journeymen not elsewhere specified	
employed on day work	Table 1, Scale 1
Journeymen not elsewhere specified employed on night work other than night work on newspapers	Table 1, Scale 5
Journeymen not elsewhere specified employed on nightwork on newspapers	Table 2, Scale 1
(ii) Typesetting Machine Operators employed on day work	
Typesetting Machine Operators employed on night work other than night work on newspapers	Table 1, Scale 3
Typesetting Machine Operators employed on night work on newspapers	Table 1, Scale 6
Typesetting Machine Operators employed on night work on newspapers	Table 2, Scale 2
(iii) Operator-mechanics employed on day work	
Operator-mechanics employed on night work other than night work on newspapers	Table 1, Scale 4
Operator-mechanics employed on night work on newspapers	Table 1, Scale 7
Operator-mechanics employed on night work on newspapers	Table 2, Scale 3

Gebied D—Die munisipale gebiede van Aliwal-Noord, Burgersdorp, Grahamstad, King William's Town, Malmesbury, Queenstown en Worcester en die landdrosdistrikte Barberton, Barkly-Oos, Caledon, Ceres, Cradock, George, Heidelberg (Kaap), Hermanus, Jansenville, Molteno, Mosselbaai, Nelspruit, Paarl, Riversdale, Robertson, Somerset-Wes, Stellenbosch, Steynsburg, Strand, Swellendam, Tulbagh, Umtata, Wellington, Witrivier en Wodehouse.

Gebied F—Die landdrosdistrikte Bellville, die Kaap, Oos-Londen, Hankey, Port Elizabeth, Simonstad, Uitenhage en Wynberg; die provinsie Natal, uitgesonderd die landdrosdistrikte Durban en Pinetown; die provinsie Oranje-Vrystaat, uitgesonderd die landdrosdistrikte Bloemfontein, Hennenman en Kroonstad; die provinsie Transvaal, uitgesonderd die landdrosdistrikte Alberton, Balfour, Barberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Groblersdal, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nelspruit, Nigel, Pietersburg, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Standerton, Vanderbijlpark, Ventersdorp, Vereeniging, Westonaria, Witrivier en Witbank.

Gebied G—Die landdrosdistrikte Barkly-Wes, Durban, Groblersdal, Hay, Hennenman, Herbert, Kimberley, Klerksdorp, Kroonstad, Middelburg (Transvaal), Pietersburg, Pinetown, Potchefstroom, Standerton, Ventersdorp en Witbank.

Gebied H—Die landdrosdistrikte Alberton, Balfour, Benoni, Bloemfontein, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

Vanaf 1 Januarie 1970:

Gebied D—Die landdrosdistrikte Barberton, Nelspruit en Witrivier en die provinsie Kaap die Goeie Hoop, uitgesonderd die gebiede in gebied G gespesifiseer.

Gebied G—Die landdrosdistrikte Barkly-Wes, Bellville, die Kaap, Oos-Londen, Hankey, Hay, Herbert, Kimberley, Port Elizabeth, Simonstad, Uitenhage en Wynberg; die provinsie Natal; die provinsie Oranje-Vrystaat, uitgesonderd die landdrosdistrik Bloemfontein; die provinsie Transvaal, uitgesonderd die landdrosdistrikte Alberton, Balfour, Barberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Nelspruit, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Witrivier.

Gebied H—Die landdrosdistrikte Alberton, Balfour, Benoni, Bloemfontein, Boksburg, Brakpan, Bronkhorstspuit, Cullinan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

HOOFSTUK 2

BEPALINGS VAN TOEPASSING OP ALLE AFDELINGS VAN DIE NYWERHEID, UITGESONDERD DIE DUPLISEERAFDELING

6. LOONTARIEWE

(1) Geen werkgewer mag aan 'n werknemer van 'n klas hieronder gespesifiseer, lone betaal wat minder is, en geen werknemer mag lone aanneem wat minder is, as ondergenoemde weekloontariewe vir die betrokke gebied nie:

(a) Voormanne, uitgesonderd voormanne in die Syskermafdeling—	
Voormanne op dagwerk	Tabel 1, Skaal 2
Voormanne op nagwerk, uitgesonderd nagwerk op nuusblaai	Tabel 1, Skaal 6
Voormanne op nagwerk op nuusblaai	Tabel 2, Skaal 2
(b) Vakmanne—	
(i) Vakmanne nie elders gespesifiseer nie,	
op dagwerk	Tabel 1, Skaal 1
Vakmanne nie elders gespesifiseer nie, op nagwerk uitgesonderd nagwerk op nuusblaai	Tabel 1, Skaal 5
Vakmanne nie elders gespesifiseer nie, op nagwerk op nuusblaai	Tabel 2, Skaal 1
(ii) Setmasjienbedieners op dagwerk ...	
Setmasjienbedieners op nagwerk, uitgesonderd nagwerk op nuusblaai	Tabel 1, Skaal 3
Setmasjienbedieners op nagwerk op nuusblaai	Tabel 1, Skaal 6
Setmasjienbedieners op nagwerk op nuusblaai	Tabel 2, Skaal 2
(iii) Bediener-werktuigkundiges op dagwerk	
Bediener-werktuigkundiges op nagwerk uitgesonderd nagwerk op nuusblaai	Tabel 1, Skaal 4
Bediener-werktuigkundiges op nagwerk uitgesonderd nagwerk op nuusblaai	Tabel 1, Skaal 7
Bediener-werktuigkundiges op nagwerk op nuusblaai	Tabel 2, Skaal 3

(iv) Lithographers employed on offset machines capable of printing on a sheet larger than 35 inches by 22½ inches, who have had not less than six months' experience on such machines:	
Day work	Table 1, Scale 2
Night work	Table 1, Scale 6
(v) Journeymen operating multicolour or perfecting machines, who have had not less than six months' experience on such machines:	
Day work	Table 1, Scale 2
Night work, other than night work on newspapers	Table 1, Scale 6
Night work on newspapers	Table 2, Scale 2
(vi) Journeymen employed on the operation or supervision of rotary machines utilized for the production of newspapers and magazines:	
Day work	Table 1, Scale 2
Night work, other than night work on newspapers	Table 1, Scale 6
Night work on newspapers	Table 2, Scale 2
(c) (i) Fruit Wrapper Machine Operatives ...	Table 3
(ii) Platen Pressmen and Litho Operatives	Table 4
(iii) Learner Litho Operatives	Table 5
(iv) Learner Platen Pressmen according to their experience as assessed by the Standing Committee	Table 6
(v) Monotype Caster Attendants in accordance with their experience in the Industry	Table 7
(vi) Quarter Binders in accordance with their experience as such	Table 8
(vii) Operators of Manually Operated Cutting machines—highest rate for males in	Table 8
(viii) Solid Typesetters in accordance with their experience in the Industry	Tables 9 and 10
(ix) General Assistants in accordance with their experience in the Industry	Table 9
(d) Envelope Punchers in accordance with their experience as such	Table 11
(e) Drivers of motor vehicles, designed for the conveyance of goods	Table 12

(2) Casual employees shall be paid not less than a full day's wages for each day upon which they are required to work, and shall in addition be paid at overtime rates for all work done after the normal closing time of the establishment concerned; provided, however, that this provision relating to the payment of not less than a full day's wages shall not apply where less than a full day is worked by a casual employee because of his own default. In addition the provisions of this sub-section shall not apply in the case of afternoon newspaper establishments nor in respect of the employment of casual labourers.

(3) Employees employed in the Industry in trades designated under the Apprenticeship Act 1944 for whom wages are prescribed in a wage regulating instrument applicable to some other industry, trade or occupation, and for whom wages are not prescribed in this Agreement, shall be paid not less than the wages prescribed for the class of employee concerned in such wage regulating instrument; provided that whenever in any area such wages are prescribed in more than one wage regulating instrument, the higher of such wages shall be paid.

(4) In order to ascertain the wage payable to an employee of a class whose wage rates are dependent upon experience, the total experience of the employee in the Industry—irrespective of the establishment where such experience was gained—shall be reckoned; provided, however, that where a General Assistant, Corrugated Board and Container Assistant, Fibre Container Assistant, Paper Sack Machine Assistant, Packaging Assistant, Screen Preparer, Silk Screen Probationer or Screen Worker returns to the Industry after a period of absence of 7 years or more, the wage rate payable to that Assistant in terms of his experience may be reduced by one notch for each 2 years of absence in excess of 5 years; and provided further that any such assistant with 2 or more years of experience shall not have his wage reduced below that payable to an employee with 2 years of experience.

(5) In order to ascertain an employee's hourly wage rate, the weekly wage payable to that employee at the time, being at a rate not less than the minimum prescribed in this Agreement, shall be divided by 40. In order to ascertain a day's pay the weekly wage payable to the employee concerned at the time, being at a rate not less than the minimum prescribed in this Agreement, shall be divided by five in the case of a 5-day or 5-night week establishment, 5½ in the case of a 5½-day or 5½-night week establishment and six in the case of a 6-night week establishment.

(6) The wage rates set out in Tables 1 to 32, Section 25 and Section 47 as at the 31st December, 1969, shall be increased by 5% as from the 1st January, 1970.

(iv) Litograwe, op diens by vlakdruk-masjiene wat in staat is om velle groter as 35 duim by 22½ duim te bedruk, met minstens 6 maande ondervinding van sulke masjiene—	
Dagwerk	Tabel 1, Skaal 2
Nagwerk	Tabel 1, Skaal 6
(v) Vakmanne wat veelkleur- of perfekteermasjiene bedien, met minstens 6 maande ondervinding van sulke masjiene:	
Dagwerk	Tabel 1, Skaal 2
Nagwerk, uitgesonderd nagwerk op nuusblaai	Tabel 1, Skaal 6
Nagwerk op nuusblaai	Tabel 2, Skaal 2
(vi) Vakmanne in diens vir die bediening van of toesig oor rolperse gebruik vir die druk van nuusblaai en tydskrifte.	
Dagwerk	Tabel 1, Skaal 2
Nagwerk, uitgesonderd nagwerk op nuusblaai	Tabel 1, Skaal 6
Nagwerk op nuusblaai	Tabel 2, Skaal 2
(c) (i) Bedieners van vrugtetoedraaipapier-masjiene	Tabel 3
(ii) Degelpersdrukkers en litobedieners ...	Tabel 4
(iii) Leerling-litobedieners	Tabel 5
(iv) Leerling-degelpersdrukkers volgens ondervinding soos bepaal deur die Staande Komitee	Tabel 6
(v) Monotype-gietmasjienebedieners volgens ondervinding in die Nywerheid	Tabel 7
(vi) Kwartobinders volgens hul ondervinding as sodanig	Tabel 8
(vii) Bedieners van handsnymasjiene—hoogste tarief vir mans in	Tabel 8
(viii) Platsetters volgens hul ondervinding in die Nywerheid	Tabelle 9 en 10
(ix) Algemene assistente volgens hul ondervinding in die Nywerheid ...	Tabel 9
(d) Koevertponsers volgens hul ondervinding as sodanig	Tabel 11
(e) Drywers van motorvoertuie bedoel vir die vervoer van goedere	Tabel 12

(2) Los werknemers moet minstens 'n volle dag se loon betaal word vir elke dag waarop hulle verplig word om te werk, en moet daarbenewens teen oortydтарыев betaal word vir alle werk gedoen ná die gewone sluitingstyd van die betrokke inrigting; met dien verstande egter dat hierdie bepaling betreffende die betaling van minstens 'n volle dag se loon nie van toepassing is indien minder as 'n volle dag deur 'n los werknemer omrede sy eie versuim, gewerk word nie. Daarbenewens is die bepaling van hierdie subklousule nie van toepassing in die geval van middagkoerant-drukkerye of ten opsigte van die indiensneming van los arbeiders nie.

(3) Werknemers in diens in die Nywerheid in bedrywe aangewys kragtens die Wet op Vakleerlinge, 1944, vir wie lone voorgeskryf word in 'n loonreëlingsmaatreël wat van toepassing is op 'n ander nywerheid, bedryf of beroep, en vir wie geen lone in hierdie Ooreenkoms voorgeskryf word nie, moet minstens die loon betaal word wat vir die betrokke klas werknemer in sodanige loonreëlingsmaatreël voorgeskryf word; met dien verstande dat as die lone in enige gebied in meer as een loonreëlingsmaatreël voorgeskryf word, die hoogste van die lone betaal moet word.

(4) Ten einde die loon vas te stel wat betaalbaar is aan 'n werknemer van 'n klas wie se loontariewe van ondervinding afhang, moet die totale ondervinding van die werknemer in die Nywerheid bereken word—ongegag die inrigting waar die ondervinding opgedoen is; met dien verstande egter dat ingeval 'n algemene assistent, 'n riefelbord- en riefelbordhouerassistente, veselhouerassistente, papier-sakmasjieneassistente, houerassistente, sysskermbereider, sysskerm-proefleerling of sysskermwerker na die Nywerheid ná 'n tydperk van afwesigheid van 7 jaar of langer terugkeer, die loontarief wat aan dié assistent ingevolge sy ondervinding betaalbaar is, met een kerf verminder mag word vir elke 2 jaar afwesigheid wat langer as 5 jaar geduur het; en voorts met dien verstande dat die loon van enige sodanige assistent met 2 of meer jare ondervinding nie verminder mag word nie tot benede dié wat aan 'n werknemer met 2 jaar ondervinding betaalbaar is.

(5) Ten einde 'n werknemer se uurloontarief vas te stel, moet die weekloon aan daardie werknemer op daardie tydstop betaalbaar, wat 'n tarief is van minstens die minimum wat by hierdie Ooreenkoms voorgeskryf word, deur 40 gedeel word. Ten einde die dagloon te bepaal, moet die weekloon op daardie tydstop aan die werknemer betaalbaar, wat 'n tarief is van minstens die minimum wat by hierdie Ooreenkoms voorgeskryf word, deur 5 gedeel word in die geval van 'n inrigting wat 5 dae of 5 nagte per week werk, 5½ in die geval van 'n inrigting wat 5½ dae of 5½ nagte per week werk en 6 in die geval van 'n inrigting wat 6 nagte per week werk.

(6) Die loontariewe wat in tabelle 1 tot 32, klousule 25 en klousule 47 vir die tydperk tot 31 Desember 1969 uiteengesit word, moet met ingang van 1 Januarie 1970 met 5% verhoog word.

TABLE 1.

DAY WORK

Area.	Journeymen not elsewhere specified.	Foremen; Offset Litho; Multi-colour; Perfecting and Rotary Machine Minders.	T.M. Operators.	Operator Mechanics.
	Scale 1.	Scale 2.	Scale 3.	Scale 4.
B	R35.96	R39.06	R39.47	R42.91
C	37.16	40.38	40.83	44.41
D	38.68	42.03	42.54	46.30
E	39.35	42.76	43.30	47.12
F	40.04	43.55	44.09	47.97
G	41.14	44.75	45.35	49.37
Ga	40.89	44.46	45.07	49.08
H	41.75	45.42	46.01	50.13

NIGHT WORK.

(Excluding night work on Newspapers.)

Area.	Journeymen not elsewhere specified.	Foremen; T. M. Operators; Offset Litho; Multi-colour; Perfecting and Rotary Machine Minders.	Operator Mechanics.
	Scale 5.	Scale 6.	Scale 7.
B	R39.97	R43.45	R47.28
C	41.37	45.00	48.98
D	43.11	46.90	51.07
E	43.90	47.78	52.05
F	44.68	48.64	53.01
G	45.98	50.06	54.55
Ga	45.69	49.78	54.24
H	46.68	50.85	55.44

TABLE 2.

Weekly Wages payable to Journeymen on Night Work on Newspapers.

Area.	Journeymen not elsewhere specified.	Foremen; T.M. Operators; Multi-colour; Perfecting and Rotary Machine Minders.	Operator Mechanics.
	Scale 1.	Scale 2.	Scale 3.
B	R40.87	R44.43	R48.39
C	42.35	46.08	50.19
D	44.15	48.07	52.37
E	44.94	48.93	53.32
F	45.79	49.87	54.36
G	47.12	51.33	55.95
Ga	46.81	50.99	55.56
H	47.85	52.12	56.83

TABLE 3.

Weekly Wages payable to Fruit Wrapper Machine Operatives.

Area.	Day Work.	Night Work.
B	R23.85	R25.78
C	24.36	26.42
D	26.45	28.81
E	28.38	30.98
F	29.07	31.78
G	29.07	31.78
Ga	30.56	33.51
H	34.18	37.67

TABLE 4.

Weekly wages payable to Platen Pressmen and Litho Operatives

Area.	Daywork.	Nightwork.
B	R20.88	R22.20
C	21.32	22.74
D	23.16	24.83
E	24.83	26.72
F	25.43	27.46
G	25.43	27.46
Ga	26.72	28.94
H	29.89	32.57

When employed in terms of Section 25 (9) (d) (ii) Platen Pressmen shall be paid at least 10 per cent more than the wages specified in this table.

TABEL 1.

DAGWERK

Gebied.	Vakmanne nie elders genoem.	Voormanne; bedieners van vlakdruklieto- veelkleur- perfekteer- en rolmasjiene.	L.M.- bedieners.	Bediener- werktuig- kundiges.
	Skaal 1.	Skaal 2.	Skaal 3.	Skaal 4.
B	R35.96	R39.06	R39.47	R42.91
C	37.16	40.38	40.83	44.41
D	38.68	42.03	42.54	46.30
E	39.35	42.76	43.30	47.12
F	40.04	43.55	44.09	47.97
G	41.14	44.75	45.35	49.37
Ga	40.89	44.46	45.07	49.08
H	41.75	45.42	46.01	50.13

NAGWERK.

(Uitgesonderd nagwerk op nuusblaaië.)

Gebied.	Vakmanne nie elders genoem.	Voormanne; L.M.-bedieners; bedieners van vlakdruklieto- veelkleur- perfekteer- en rolmasjiene.	Bediener- werktuig- kundiges.
	Skaal 5.	Skaal 6.	Skaal 7.
B	R39.97	R43.45	R47.28
C	41.37	45.00	48.98
D	43.11	46.90	51.07
E	43.90	47.78	52.05
F	44.68	48.64	53.01
G	45.98	50.06	54.55
Ga	45.69	49.78	54.24
H	46.68	50.85	55.44

TABEL 2.

Weeklone betaalbaar aan vakmanne op nagwerk op nuusblaaië.

Gebied.	Vakmanne nie elders genoem.	Voormanne; L.M.-bedieners; bedieners van veelkleur- perfekteer- en rolmasjiene.	Bediener- werktuig- kundiges.
	Skaal 1.	Skaal 2.	Skaal 3.
B	R40.87	R44.43	R48.39
C	42.35	46.08	50.19
D	44.15	48.07	52.37
E	44.94	48.93	53.32
F	45.79	49.87	54.36
G	47.12	51.33	55.95
Ga	46.81	50.99	55.56
H	47.85	52.12	56.83

TABEL 3.

Weeklone betaalbaar aan bedieners van vrugtetoedraaipapiermasjiene.

Gebied.	Dagwerk.	Nagwerk.
B	R23.85	R25.78
C	24.36	26.42
D	26.45	28.81
E	28.38	30.98
F	29.07	31.78
G	29.07	31.78
Ga	30.56	33.51
H	34.18	37.67

TABEL 4.

Weeklone betaalbaar aan degelpersdrukkers en litobedieners.

Gebied.	Dagwerk.	Nagwerk.
B	R20.88	R22.20
C	21.32	22.74
D	23.16	24.83
E	24.83	26.72
F	25.43	27.46
G	25.43	27.46
Ga	26.72	28.94
H	29.89	32.57

Wanneer degelpersdrukkers kragtens klousule 25 (9) (d) (ii) in diens is, moet hulle minstens 10 persent meer betaal word as die lone in hierdie tabel gespesifiseer.

TABLE 5.

Weekly Wages payable to Learner Litho Operatives according to their experience.

Area.	DAY WORK.			NIGHT WORK.		
	First six months.	Second six months.		First six months.	Second six months.	
B	R13.73	R17.17		R14.93	R18.47	
C	14.30	17.64		15.47	18.94	
D	16.51	19.87		17.78	21.22	
E	17.08	20.34		18.37	21.73	
F	17.39	21.32		18.66	22.80	
G	17.08	21.32		18.37	22.80	
Ga	18.98	22.92		20.34	24.73	
H	20.05	23.31		21.51	25.15	

TABEL 5.

Weeklone betaalbaar aan leerling-litobediener volgens hul ondervinding.

Gebied.	DAGWERK.			NAGWERK.		
	Eerste ses maande.	Tweede ses maande.		Eerste ses maande.	Tweede ses maande.	
B	R13.73	R17.17		R14.93	R18.47	
C	14.30	17.64		15.47	18.94	
D	16.51	19.87		17.78	21.22	
E	17.08	20.34		18.37	21.73	
F	17.39	21.32		18.66	22.80	
G	17.08	21.32		18.37	22.80	
Ga	18.98	22.92		20.34	24.73	
H	20.05	23.31		21.51	25.15	

TABLE 6.

Weekly Wages payable to Learner Platen Pressmen according to their experience on such work as assessed by the Standing Committee.

Area.	DAY WORK.			NIGHT WORK.		
	First six months.	Second and Third six months.	Fourth and Fifth six months.	First six months.	Second and Third six months.	Fourth and Fifth six months.
B	R11.92	R13.73	R17.17	R13.04	R14.93	R18.47
C	12.36	14.30	17.64	13.56	15.47	18.94
D	14.64	16.51	19.87	15.87	17.78	21.22
E	14.93	17.08	20.34	16.19	18.37	21.73
F	15.57	17.39	21.32	16.85	18.66	22.80
G	14.93	17.08	21.32	16.19	18.37	22.80
Ga	16.16	18.98	22.92	17.52	20.34	24.73
H	17.46	20.05	23.31	18.79	21.51	25.15

When employed in terms of Section 25 (9) (d) (ii) Learner Platen Pressmen shall be paid at least 10 per cent more than the wages specified in this table.

TABEL 6.

Weeklone betaalbaar aan leerling-degelpersdrukkers volgens hul ondervinding van sodanige werk soos deur die Staande Komitee bepaal.

Gebied.	DAGWERK.			NAGWERK.		
	Eerste ses maande.	Tweede en derde ses maande.	Vierde en vyfde ses maande.	Eerste ses maande.	Tweede en derde ses maande.	Vierde en vyfde ses maande.
B	R11.92	R13.73	R17.17	R13.04	R14.93	R18.47
C	12.36	14.30	17.64	13.56	15.47	18.94
D	14.64	16.51	19.87	15.87	17.78	21.22
E	14.93	17.08	20.34	16.19	18.37	21.73
F	15.57	17.39	21.32	16.85	18.66	22.80
G	14.93	17.08	21.32	16.19	18.37	22.80
Ga	16.16	18.98	22.92	17.52	20.34	24.73
H	17.46	20.05	23.31	18.79	21.51	25.15

Wanneer leerling-degelpersdrukkers in diens is kragtens klousule 25 (9) (d) (ii) moet hulle minstens 10 persent meer betaal word as die lone in hierdie tabel gespesifiseer.

TABLE 7.

Weekly Wages payable to Monotype Caster Attendants in accordance with their experience.

				DAY WORK.									
Area.				First six months.	Second six months.	Third six months.	Fourth six months.	Fifth six months.	Sixth six months.	Fourth year.	Fifth year.	Sixth year.	After six years.
B	..	..	..	R11.62	R12.56	R13.04	R14.31	R14.83	R16.15	R16.63	R18.93	R20.38	R20.80
C	..	..	..	12.14	13.04	13.59	14.83	15.73	16.81	17.08	19.35	20.80	21.22
D	..	..	..	13.46	15.25	15.79	17.05	17.81	18.84	19.32	20.86	22.70	23.12
E	..	..	..	13.83	15.49	16.24	17.51	18.18	19.26	19.80	21.70	24.45	24.87
F	..	..	..	14.34	16.07	16.70	17.81	18.42	19.80	20.92	22.67	25.08	25.50
G	..	..	..	13.83	15.49	16.24	17.51	18.42	19.80	20.92	22.67	25.08	25.50
Ga	..	..	..	14.34	16.76	18.00	19.38	20.50	21.77	22.73	24.33	26.45	26.87
H (Males)	..	..	..	15.63	18.00	18.96	20.50	21.35	22.73	23.04	23.39	27.42	30.19
H (Females)	..	..	..	15.63	18.00	18.96	20.50	21.35	22.73	23.04	24.03	24.66	24.66

				NIGHT WORK.									
Area.				First six months.	Second six months.	Third six months.	Fourth six months.	Fifth six months.	Sixth six months.	Fourth year.	Fifth year.	Sixth year.	After six years.
B	..	..	..	R13.19	R13.65	R14.58	R15.46	R16.42	R17.36	R17.90	R20.22	R22.16	R22.59
C	..	..	..	13.65	14.15	15.12	16.00	17.36	18.05	18.35	20.65	22.70	23.12
D	..	..	..	15.04	16.39	17.48	18.24	19.56	20.08	20.65	22.40	24.87	25.29
E	..	..	..	15.52	16.70	17.90	18.84	19.87	20.59	21.19	23.39	26.87	27.29
F	..	..	..	15.97	17.36	18.42	19.14	20.08	21.19	22.40	24.45	27.63	28.05
G	..	..	..	15.52	16.70	17.90	18.84	20.08	21.19	22.40	24.45	27.63	28.05
Ga	..	..	..	15.97	18.00	19.66	20.77	22.40	23.39	24.45	26.42	29.19	29.61
H	..	..	..	17.36	19.23	20.77	21.98	23.39	24.45	24.87	25.33	30.28	33.45

TABEL 7.

Weeklonse betaalbaar aan Monotype-gietmasjienbedieners volgens hul ondervinding.

				DAGWERK.									
Gebied.				Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Vierde jaar.	Vyfde jaar.	Sesde jaar.	Na ses jaar.
B	..	..	..	R11.62	R12.56	R13.04	R14.31	R14.83	R16.15	R16.63	R18.93	R20.38	R20.80
C	..	..	..	12.14	13.04	13.59	14.83	15.73	16.81	17.08	19.35	20.80	21.22
D	..	..	..	13.46	15.25	15.79	17.05	17.81	18.84	19.32	20.86	22.70	23.12
E	..	..	..	13.83	15.49	16.24	17.51	18.18	19.26	19.80	21.70	24.45	24.87
F	..	..	..	14.34	16.07	16.70	17.81	18.42	19.80	20.92	22.67	25.08	25.50
G	..	..	..	13.83	15.49	16.24	17.51	18.42	19.80	20.92	22.67	25.08	25.50
Ga	..	..	..	14.34	16.76	18.00	19.38	20.50	21.77	22.73	24.33	26.45	26.87
H (Mans)	..	..	..	15.63	18.00	18.96	20.50	21.35	22.73	23.04	23.39	27.42	30.19
H (Vrouens)	..	..	..	15.63	18.00	18.96	20.50	21.35	22.73	23.04	24.03	24.66	24.66

				NAGWERK.									
Gebied.				Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Vierde jaar.	Vyfde jaar.	Sesde jaar.	Na ses jaar.
B	..	..	..	R13.19	R13.65	R14.58	R15.46	R16.42	R17.36	R17.90	R20.22	R22.16	R22.59
C	..	..	..	13.65	14.15	15.12	16.00	17.36	18.05	18.35	20.65	22.70	23.12
D	..	..	..	15.04	16.39	17.48	18.24	19.56	20.08	20.65	22.40	24.87	25.29
E	..	..	..	15.52	16.70	17.90	18.84	19.87	20.59	21.19	23.39	26.87	27.29
F	..	..	..	15.97	17.36	18.42	19.14	20.08	21.19	22.40	24.45	27.63	28.05
G	..	..	..	15.52	16.70	17.90	18.84	20.08	21.19	22.40	24.45	27.63	28.05
Ga	..	..	..	15.97	18.00	19.66	20.77	22.40	23.39	24.45	26.42	29.19	29.61
H	..	..	..	17.36	19.23	20.77	21.98	23.39	24.45	24.87	25.33	30.28	33.45

TABLE 8.

Weekly Wages payable to Quarter Binders according to their experience as such.

Area.	DAY WORK.			NIGHT WORK.		
	First year.	Second year.	There-after.	First year.	Second year.	There-after.
B and C (Females)	R17.57	R19.95	R19.95	R19.29	R21.35	R21.35
(Males)	20.32	22.22	22.64	21.74	23.94	24.36
D (Females)	18.53	20.74	20.74	20.25	22.28	22.28
(Males)	21.11	23.28	23.70	22.67	25.08	25.50
E (Females)	18.98	20.74	20.74	20.74	22.28	22.28
(Males)	21.11	23.28	23.70	22.67	25.08	25.50
F (Females)	19.93	21.62	21.62	21.77	23.25	23.25
(Males)	21.91	23.85	24.28	23.64	25.78	26.21
G (Females)	19.93	21.62	21.62	21.77	23.25	23.25
(Males)	21.91	23.85	24.28	23.64	25.78	26.21
Ga (Females)	21.46	23.12	23.12	23.60	25.02	25.02
(Males)	23.43	25.08	25.50	25.36	27.20	27.63
H (Females)	21.83	23.12	23.43	24.00	25.02	25.36
(Males)	23.43	25.97	28.53	25.36	28.19	31.09

The highest rate of wages specified in this table for males shall be payable to operatives of manually operated cutting machines irrespective of sex.

TABEL 8.

Weeklone betaalbaar aan kwartobinders volgens hul ondervinding as sodanig.

Gebied.	DAGWERK.			NAGWERK.		
	Eerste jaar.	Tweede jaar.	Daarna.	Eerste jaar.	Tweede jaar.	Daarna.
B en C (Vrouens)	R17.57	R19.95	R19.95	R19.29	R21.35	R21.35
(Mans)	20.32	22.22	22.64	21.74	23.94	24.36
D (Vrouens)	18.53	20.74	20.74	20.25	22.28	22.28
(Mans)	21.11	23.28	23.70	22.67	25.08	25.50
E (Vrouens)	18.98	20.74	20.74	20.74	22.28	22.28
(Mans)	21.11	23.28	23.70	22.67	25.08	25.50
F (Vrouens)	19.93	21.62	21.62	21.77	23.25	23.25
(Mans)	21.91	23.85	24.28	23.64	25.78	26.21
G (Vrouens)	19.93	21.62	21.62	21.77	23.25	23.25
(Mans)	21.91	23.85	24.28	23.64	25.78	26.21
Ga (Vrouens)	21.46	23.12	23.12	23.60	25.02	25.02
(Mans)	23.43	25.08	25.50	25.36	27.20	27.63
H (Vrouens)	21.83	23.12	23.43	24.00	25.02	25.36
(Mans)	23.43	25.97	28.53	25.36	28.19	31.09

Die hoogste loontarief in hierdie tabel vir mans voorgeskryf, is betaalbaar aan bedieners van handsnymasjiene, ongeag hul geslag.

TABLE 9.

Weekly Wages payable to General Assistants and to Solid Typesetters during their first four years of experience.

DAY WORK.

Area.	First six months.	Second six months.	Third six months.	Fourth six months.	Fifth six months.	Sixth six months.	Fourth year.	After four years.*
B	R10.99	R11.38	R12.22	R13.10	R14.07	R14.88	R15.88	R16.39
C	11.38	11.80	12.77	13.65	14.88	15.60	16.31	16.84
D	12.68	13.98	15.04	15.76	17.03	17.51	18.50	18.96
E	13.17	14.25	15.46	16.31	17.33	17.97	18.96	19.41
F	13.49	14.86	15.84	16.60	17.51	18.53	19.98	20.35
G	13.17	14.25	15.46	16.31	17.51	18.53	19.98	20.35
Ga	13.49	15.42	17.08	18.11	19.56	20.32	21.62	21.88
H	14.86	16.66	18.11	19.14	20.32	21.19	21.88	22.25

NIGHT WORK.

Area.	First six months.	Second six months.	Third six months.	Fourth six months.	Fifth six months.	Sixth six months.	Fourth year.	After four years.*
B	R12.01	R12.44	R13.38	R14.25	R15.18	R16.12	R17.08	R17.63
C	12.44	12.95	13.94	14.76	16.12	16.79	17.48	18.08
D	13.83	15.15	16.24	16.97	18.24	18.77	19.77	20.25
E	14.28	15.46	16.63	17.54	18.56	19.29	20.25	20.74
F	14.64	16.09	17.15	17.81	18.77	19.83	21.38	21.77
G	15.12	15.46	16.63	17.54	18.77	19.83	21.38	21.77
Ga	14.64	16.73	18.35	19.41	20.95	21.86	23.25	23.60
H	16.09	17.93	19.41	20.53	21.86	22.83	23.60	24.00

*General Assistants only. For continuation of scales for solid typesetters see Table 10.

TABEL 9.

Weeklone betaalbaar aan algemene assistente en aan platsetters gedurende hul eerste vier jaar ondervinding.

DAGWERK.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Vierde jaar.	Na vier jaar*
B	R10.99	R11.38	R12.22	R13.10	R14.07	R14.88	R15.88	R16.39
C	11.38	11.80	12.77	13.65	14.88	15.60	16.31	16.84
D	12.68	13.98	15.04	15.76	17.03	17.51	18.50	18.96
E	13.17	14.25	15.46	16.31	17.33	17.97	18.96	19.41
F	13.49	14.86	15.84	16.60	17.51	18.53	19.98	20.35
G	13.17	14.25	15.46	16.31	17.51	18.53	19.98	20.35
Ga	13.49	15.42	17.08	18.11	19.56	20.32	21.62	21.88
H	14.86	16.66	18.11	19.14	20.32	21.19	21.88	22.25

NAGWERK.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Vierde jaar.	Na vier jaar*
B	R12.01	R12.44	R13.38	R14.25	R15.18	R16.12	R17.08	R17.63
C	12.44	12.95	13.94	14.76	16.12	16.79	17.48	18.08
D	13.83	15.15	16.24	16.97	18.24	18.77	19.77	20.25
E	14.28	15.46	16.63	17.54	18.56	19.29	20.25	20.74
F	14.64	16.09	17.15	17.81	18.77	19.83	21.38	21.77
G	15.12	15.46	16.63	17.54	18.77	19.83	21.38	21.77
Ga	14.64	16.73	18.35	19.41	20.95	21.86	23.25	23.60
H	16.09	17.93	19.41	20.53	21.86	22.83	23.60	24.00

*Slegs algemene assistente. Vir voortsetting van skale vir platsetters kyk Tabel 10.

TABLE 10.

Weekly Wages payable to Solid Typesetters after four years of experience.

Area.	DAY WORK.			NIGHT WORK.		
	Fifth year.	Sixth year.	After six years.	Fifth year.	Sixth year.	After six years.
B	R17.63	R19.53	R19.95	R19.35	R20.80	R21.22
C	18.08	19.93	20.35	19.77	21.28	21.70
D	19.56	21.67	22.10	21.38	23.28	23.70
E	20.32	23.28	23.70	22.28	25.08	25.50
F	21.19	23.85	24.28	23.25	25.78	26.21
G	21.19	23.85	24.28	23.25	25.78	26.21
Ga	22.70	25.08	25.50	25.02	27.20	27.63
H (Males)	21.86	25.97	28.53	24.03	28.19	31.09
H (Females)	22.85	23.43	23.43	24.66	25.36	25.36

TABEL 10.

Weeklone betaalbaar aan platsetters na vier jaar ondervinding.

Gebied.	DAGWERK.			NAGWERK.		
	Vyfde jaar.	Sesde jaar.	Na ses jaar.	Vyfde jaar.	Sesde jaar.	Na ses jaar.
B	R17.63	R19.53	R19.95	R19.35	R20.80	R21.22
C	18.08	19.93	20.35	19.77	21.28	21.70
D	19.56	21.67	22.10	21.38	23.28	23.70
E	20.32	23.28	23.70	22.28	25.08	25.50
F	21.19	23.85	24.28	23.25	25.78	26.21
G	21.19	23.85	24.28	23.25	25.78	26.21
Ga	22.70	25.08	25.50	25.02	27.20	27.63
H (Mans)	21.86	25.97	28.53	24.03	28.19	31.09
H (Vrouens)	22.85	23.43	23.43	24.66	25.36	25.36

TABLE 11.

Weekly Wages payable to Envelope Punchers according to their experience as such.

Area.	DAY WORK			NIGHT WORK		
	First year.	Second year.	Thereafter.	First year.	Second year.	Thereafter.
E	R18.98	R21.70	R23.70	R20.74	R23.31	R25.50
F	19.93	22.43	24.28	21.77	24.15	26.21
G	19.93	22.43	24.28	21.77	24.15	26.21
Ga	21.46	23.76	25.50	23.60	25.69	27.63
H	21.80	25.42	28.53	23.97	27.59	31.09

TABLE 12.

Weekly Wages payable to Drivers of Motor Vehicles.

Area.	1 ton and over but less than 3 tons			Over 3 tons but not more than 5 tons			Over 5 tons but not more than 7 tons	Over 7 tons
	Less than 1 ton.	1 ton.	3 tons	1 ton.	3 tons	5 tons		
E, G and H	R20.93	R22.66	R23.06	R24.32	R26.05	R28.75		

7. WAGE RATES INCLUSIVE OF COST OF LIVING ALLOWANCE

In view of the adjustments made in the past, the wage rates prescribed by Tables 1-32 and Section 47 shall be deemed to be inclusive of cost of living allowance, provided, however, that should the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended, be increased, those wage rates shall be not less than what would be due if the employees concerned had been entitled to the War Measure allowance since that allowance first became payable instead of the increases paid in terms of the automatic adjustment of wage rates provisions contained in previous Agreements.

8. DIFFERENTIAL RATES AND RATIO

(1) (a) An employer shall pay an employee who, through an emergency or any other cause, performs work which by virtue of the provisions of this Agreement he is not qualified to perform, or which should be performed by another class of employee, the rate of wages for the whole day on which such work is performed, which is prescribed to be payable hereinbefore to the employee qualified or entitled to perform the said class of work.

TABEL 11.

Weeklone betaalbaar aan koevertponers volgens hul ondervinding as sodanig.

Gebied.	DAGWERK			NAGWERK		
	Eerste jaar.	Tweede jaar.	Daarna	Eerste jaar.	Tweede jaar.	Daarna
E	R18.98	R21.70	R23.70	R20.74	R23.31	R25.50
F	19.93	22.43	24.28	21.77	24.15	26.21
G	19.93	22.43	24.28	21.77	24.15	26.21
Ga	21.46	23.76	25.50	23.60	25.69	27.63
H	21.80	25.42	28.53	23.97	27.59	31.09

TABEL 12.

Weeklone betaalbaar aan drywers van motorvoertuie.

Gebied.	1 ton en meer maar minder as 3 ton			Meer as 3 ton maar hoogstens 5 ton			Meer as 5 ton maar hoogstens 7 ton	Meer as 7 ton
	Minder as 1 ton	1 ton	3 ton	3 ton	5 ton	7 ton		
E, G en H	R20.93	R22.66	R23.06	R24.32	R26.05	R28.75		

7. LOONTARIEWE MET INBEGIP VAN LEWENSKOSTETOELAE

Met die oog op die aanpassings wat in die verlede gedoen is, word daar geag dat die loonskale wat voorgeskryf word in tabelle 1 tot 32 en klousule 47 lewenskostetoelae insluit; met dien verstande egter dat indien die lewenskostetoelae wat ingevolge Oorlogsmaatreef nr. 43 van 1942, soos gewysig, verhoog word, daardie loontariewe nie minder mag wees nie as dié wat verskuldig sou wees indien die betrokke werknemers geregtig was op die toelae, by die Oorlogsmaatreef voorgeskryf, sedert die tyd wat dié toelae eerste betaalbaar geword het in plaas van die verhogings wat betaal word ooreenkomstig die outomatiese aanpassing van loontariewe kragtens bepalings in vorige Ooreenkomste.

8. DEFERENSIËLE LONE EN GETALSVERHOUDING

(1) (a) 'n Werkgewer moet 'n werknemer wat as gevolg van 'n noodgeval of om enige ander rede, werk verrig wat hy ingevolge die bepalings van hierdie Ooreenkoms nie gekwalifiseer is om te verrig nie, of wat deur 'n ander klas werknemer verrig behoort te word, vir die hele dag waarop sodanige werk verrig word, betaal teen die loontariewe hierbo voorgeskryf as betaalbaar aan die werknemer wat gekwalifiseer of geregtig is om genoemde soort werk te verrig.

(b) An employer shall pay an employee who performs work usually performed by another class of employee for which wages are prescribed by this Agreement in excess of the wages which such former employee ordinarily receives, the higher rate of wages for the whole day during which such work is performed.

NOTE: The payment of wages to an employee at a higher rate than he would ordinarily be entitled to receive does not permit an employer to ignore the provisions of Sections 25, 32, 37, 41 and 45 of this Agreement.

(2) (a) One in every five or portion of five of each of the following classes of employees, employed in any establishment in any particular area, shall be paid at not less than the highest rate of wages prescribed for the class of employee concerned in that area—

general assistants; fibre container assistants; paper-sack machine assistants; packaging assistants; corrugated board and container assistants and screen preparers (manual);

provided that general assistants in respect of whom exemptions have been issued, authorizing such employees to do the work of journeymen, litho operatives or platen pressmen, shall not be regarded as general assistants for the purposes of this sub-section. In determining the ratio solid typesetters shall be included, however.

(b) The provisions of paragraph (a) hereof shall not apply in establishments where normally three or less employees of the classes mentioned are employed; provided, however, that this exception shall not afford any justification for the dismissal of an employee because of the wage rate payable to that employee because of his experience.

(c) Not less than one in every three employees employed solely on making ready on and operating or supervising the operation of platen machines or cylinder machines capable of printing on a sheet not larger than 15 inches by 20 inches shall be paid at not less than the rate of wages prescribed for platen pressmen in the area concerned.

9. APPRENTICES AND MINORS

(1) Upon completion of the period of his contract of apprenticeship the employee concerned becomes a journeyman, and his employment by the employer with whom his apprenticeship has been served may not be terminated by either party (except for reasons justifying summary cancellation of the contract of employment) until he has worked for a minimum period of eight weeks for the employer concerned as a journeyman at the wages payable to journeymen. In case short time is being worked in his department at the time of completion of his contract, the above period shall be extended to the equivalent of eight full weeks. Should an apprentice pass a qualifying trade test and his contract of apprenticeship be deemed in consequence in terms of the Apprenticeship Act to have been terminated by effluxion of time, such an employee becomes a journeyman, but his employment by the employer with whom his apprenticeship has been served may not be terminated by either party (except for reasons justifying summary cancellation of the contract of employment) until 12 months after the date on which the qualifying trade test was undergone.

(2) An employer may require a journeyman, as part of his ordinary duties to instruct, and such employee shall so instruct, any apprentices in the same designated trade as such journeyman in the employment of such employer, so as to render such apprentices proficient in their trade. It shall be the duty of the employer to provide adequate facilities and time for such journeyman to give such training. No premium shall be charged or accepted by an employer for the training of an employee.

(3) An employer shall not require or permit an apprentice, other than an apprentice in his last year of apprenticeship, to work overtime except under the supervision of a journeyman in the same trade as that in which the apprentice is indentured, and who is employed in the same department of the establishment concerned as the apprentice.

(4) An employer shall not employ any person under the age of 16 years in a technical or mechanical capacity in the Industry.

10. PIECE-WORK AND INCENTIVE SCHEMES

(1) The giving out by employers and the performance by employees of piece-work and task work is prohibited. The provisions of this sub-section shall not be so construed as to affect the right of an employer to measure the output of work produced at any time, provided, however, that any such measuring shall be done by the employer jointly with a representative of the Chapel concerned.

(2) Notwithstanding anything contained in sub-section (1) of this section or Section 25 (6) (c), it shall be permissible for any employer to set up machinery for work study and work measurement and/or a joint production committee, consisting of representatives of the management and members appointed by the Chapel concerned, in order to eliminate wasteful methods of production and reduce costs in his establishment. Should any such committee desire to introduce any scheme which provides an incentive to improved production, such scheme shall be submitted for approval by the Standing Committee, after reference to the Joint Honorary Secretaries of the Council, before being put into operation.

(b) 'n Werkgever moet 'n werknemer wat werk verrig wat gewoonlik deur 'n ander klas werknemer verrig word, waarvoor in hierdie Ooreenkoms hoër lone as wat sodanige eersgenoemde werknemer gewoonlik ontvang, voorgeskryf word, vir die hele dag waarop sodanige werk verrig word, betaal teen die hoër loontarief wat vir genoemde klas werknemer voorgeskryf is.

OPMERKING: Die betaling van lone aan 'n werknemer teen 'n hoër tarief as dié waarop hy onder gewone omstandighede geregtig sou gewees het, stel 'n werkgever nie vry om die bepaling van klousules 25, 32, 37, 41 en 45 van hierdie Ooreenkoms te verontsaam nie.

(2) (a) Aan 1 uit elke 5 of gedeelte van 5 van elk van ondergenoemde klasse werknemers in diens is 'n inrigting in 'n besondere gebied, moet minstens die hoogste loontariewe voorgeskryf vir die betrokke klas werknemer in dié gebied, betaal word—

algemene assistente; veselhouerassistente; papiersakmasjiën-assistente; houerassistente; riffelbord- en riffelbordhouerassistente en skermbereiders (hand);

met dien verstande dat algemene assistente ten opsigte van wie vrystellings uitgereik is om sulke werknemers te magtig om die werk van vakmanne, litobediëners of degelpersdrukkers te verrig, nie vir die toepassing van hierdie subklousule as algemene assistente beskou moet word nie. Platsetters moet egter ingesluit word by die berekening van die getalsverhouding.

(b) Die bepaling van paragraaf (a) hiervan is nie van toepassing op inrigtings waar 3 of minder werknemers van genoemde klasse normaalweg in diens is nie; met dien verstande egter dat hierdie uitsondering geen regverdiging verleen nie vir die afdanking van 'n werknemer weens die loontarief wat aan daardie werknemer op grond van sy ondervinding betaalbaar is.

(c) Minstens 1 uit elke 3 werknemers wat uitsluitlik in diens is by toestelwerk op en die bediening van of toesighouding oor die werk van degelpers of silindermasjiene wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk, moet besoldig word teen minstens die loontarief wat vir degelpersdrukkers in die betrokke gebied voorgeskryf word.

9. VAKLEERLINGE EN MINDERJARIGES

(1) By voltooiing van sy leertyd word die betrokke werknemer 'n vakman, en sy diens by die werkgever by wie hy 'n leertyd uitgedien het mag nie deur enigeen van die partye beëindig word nie (uitgesonderd om redes wat die summierse opsegging van die dienskontrak regverdig) totdat hy 'n tydperk van minstens 8 weke vir die betrokke werkgever as 'n vakman gewerk het teen die loon wat aan 'n vakman betaalbaar is. Ingeval korttyd in sy afdeling ten tyde van die voltooiing van sy kontrak gewerk word, moet bogenoemde tydperk tot die volle 8 weke verleng word. Indien 'n vakleerling in 'n kwalifiseertoets slaag, en dit geag word dat sy leerlingskontrak ingevolge die Wet op Vakleerlinge beëindig is deur verloop van tyd, word so 'n vakleerling 'n vakman, maar sy diens by die werkgever by wie sy leertyd uitgedien is, mag nie deur enige van die partye beëindig word nie (uitgesonderd om redes wat die summierse opsegging van die dienskontrak regverdig) tot 12 maande ná die datum waarop die kwalifiseertoets ondergaan is.

(2) 'n Werkgever mag van 'n vakman vereis om, as deel van sy gewone werk, onderrig te gee aan vakleerlinge, en dié werknemer moet vakleerlinge aldus in dieselfde aangewese bedryf as dié waarvoor die vakman by die werkgever in diens is, onderrig om die betrokke vakleerlinge in hulle ambag te bekwaam. Dit is die plig van die werkgever om sulke vakmanne voldoende geleentheid en tyd vir dié onderrig te gee. Die werkgever mag nie vir die opleiding van 'n werknemer 'n premie bereken of aanneem nie.

(3) 'n Werkgever mag nie 'n vakleerling, uitgesonderd 'n vakleerling in die laaste jaar van sy leertyd, verplig of toelaat om oortyd te werk nie, uitgesonderd onder die toesig van 'n vakman in dieselfde bedryf as dié waarvoor die vakleerling ingeboek is en wat in dieselfde afdeling van die betrokke inrigting as die vakleerling werk.

(4) 'n Werkgever mag niemand onder die ouderdom van 16 jaar in 'n tegniese of meganiese hoedanigheid in die Nywerheid in diens hê nie.

10. STUKWERK EN AANSPOURINGSKEMAS

(1) Die uitbesteding deur werkgevers en die verrigting deur werknemers van stukwerk en taakwerk is verbode. Die bepalinge van hierdie subklousule mag nie so uitgeleë word dat dit die reg van 'n werkgever raak om die hoeveelheid werk te eniger tyd gedoen, te meet nie; met dien verstande egter dat enige sodanige meting deur die werkgever saam met 'n verteenwoordiger van die betrokke Kapel gedoen moet word.

(2) Ondanks andersluidende bepalinge in subklousule (1) van hierdie klousule of klousule 25 (6) (c) word 'n werkgever toegelaat om vaste reëlins te tref vir werkstudie en werkmetering en/of 'n gesamentlike produksiekomitee in te stel bestaande uit verteenwoordigers van die bestuur en lede wat deur die betrokke Kapel aangestel word, met die doel om werkwistende produksiemetodes uit te skakel en koste in sy inrigting te verminder. As so 'n komitee 'n skema wil invoer wat aanspooring vir verbeterde produksie beoog, moet so 'n skema vir goedkeuring aan die Staande Komitee voorgelê word, ná verwysing na die gesamentlike eresekretaris van die Raad, voordat dit in werking gestel word.

11. PAYMENT OF REMUNERATION

(1) Remuneration shall become due and be paid weekly not later than the normal closing time on the pay-day of the firm concerned or on termination of employment, whichever is the earlier.

(2) A casual employee shall be paid his remuneration forthwith on termination of his employment or on the pay-day of the firm concerned, whichever is the earlier.

(3) An employer shall ensure that the amount due to each employee is handed over to that employee in a sealed envelope which indicates:

- the date on which the payment is made;
- the name of the employee;
- the amount due for ordinary time;
- the amount due for overtime;
- authorized deductions, if any; and
- the net amount due.

The provisions of this sub-section shall not apply where alternative arrangements approved by the Standing Committee have been made by an employer.

(4) No deduction or set-off of any description, other than the following, shall be made or allowed from the remuneration due to an employee:

- Where an employee is absent from work on days other than paid holidays provided under Sections 14 and 50 of this Agreement, a *pro rata* amount for the period of such absence.
- Any amount due by an employee to the Housing or Medical Aid Funds of the Council, provided that a request to deduct the amount in question (whether in a lump sum or by instalments) has been addressed to the employer by the Trade Union.
- With the written consent of the employee, deductions for holiday, sick or pension funds, insurance premiums, savings schemes, repayment of loans by his employer, contributions to the funds of a medical aid society registered by the Standing Committee in terms of Section 18 (4) hereof, or any other deduction approved of by the Local Branch Secretary of the Trade Union in writing.
- Contributions payable by the employee to the funds of the Council.
- Any amount paid by an employer compelled by legal process to make payment on behalf of an employee.
- With the written consent of the employee contributions to the funds of a Trade Union.

(5) An employer shall not give, and an employee shall not accept, any consideration for employment other than money. All remuneration shall be paid in cash provided, however, that if the written consent of the employee concerned is first obtained, payment may be made by cheque or into a bank account.

12. HOURS OF WORK

(1) The ordinary hours of work of employees covered by the terms of Chapters 2, 3, 4, 5, 6 and 7 of this Agreement shall be 40 hours per week and the wage rates specified therein shall be regarded as the minimum payment for such ordinary hours of work. Any time worked in excess of 40 hours per week shall be paid for in accordance with the provisions of Section 13 of this Agreement.

(2) An employer shall arrange the weekly working hours of employees on day work in his establishment to commence not earlier than 6.30 a.m. on any day and to finish not later than 6 p.m. on five days, and not later than 12 noon on one day in any one week; provided that in the case of afternoon newspaper establishments, when an afternoon off per week cannot be provided, equivalent time off or one whole day per fortnight, may be substituted for one afternoon off by arrangement with the Chapel; and provided further, that the normal working hours, excluding meal times, in any one day shall not exceed 8½ except in establishments where the normal week's work is completed in five days, in which case the normal day's work shall not exceed nine hours.

(3) An employer shall arrange the working hours on all days on which the working time exceeds five hours so as to allow for a break of at least one hour between the hours of 11.30 a.m. and 2.30 p.m. No employee may work, nor may an employer ask an employee to work, for a continuous period of more than five hours without a break of at least one hour; provided that, for this purpose work interrupted by breaks of less than one hour shall be deemed to be continuous. An employer shall not require or permit a female employee to work between 6 o'clock p.m. and 6 o'clock a.m., or after 1 o'clock p.m. on more than five days in any calendar week.

(4) Employees who perform work on a regular shift, any portion of which falls between the hours of 6 p.m. on one day and 6.30 a.m. on the next, shall be classed as night workers. Night workers engaged on morning newspapers may be required to work on Sunday evenings as part of their regular shift. In cases where the nature of the work performed in an establishment requires that certain employees should work in a shift which varies from the normal day or night shift, the Standing Committee may authorize a schedule of working hours for the employees concerned.

11. BETALING VAN BESOLDIGING

(1) Besoldiging is wekeliks verskuldig en moet wekeliks op of voor die gewone sluitingstyd op die betaaldag van die betrokke firma betaal word, of by diensbeëindiging, naamlik op die vroegste datum.

(2) 'n Los werknemer moet sy besoldiging onmiddellik by diensbeëindiging betaal word, of op die betaaldag van die betrokke firma, naamlik op die vroegste datum.

(3) 'n Werkgewer moet seker maak dat die bedrag wat aan elke werknemer verskuldig is, aan dié werknemer oorhandig word in 'n verseëlde kovert waarop onderstaande geskryf staan—

- die datum waarop die betaling gedoen word;
- die naam van die werknemer;
- die bedrag verskuldig vir gewone tyd;
- die bedrag verskuldig vir oortyd;
- gemagtigde aftrekkings (as daar is); en
- die netto bedrag verskuldig.

Die bepalings van hierdie subklousule is nie van toepassing waar ander reëlings, deur die Staande Komitee goedgekeur, deur 'n werkgewer getref word nie.

(4) Geen aftrekking of korting van watter aard ook al, uitgesonderd ondergenoemde, mag van die besoldiging wat aan 'n werknemer verskuldig is, gedoen word nie:

- As 'n werknemer op ander dae as betaalde vakansiedae wat kragtens klousules 14 en 50 van hierdie Ooreenkoms bepaal word, van die werk afwesig is, 'n *pro rata* bedrag vir die tydperk van dié afwesigheid.
- Enige bedrag wat deur 'n werknemer aan die Behuisings- of Mediese Hulpfonds van die Raad verskuldig is, met dien verstande dat 'n versoek om die betrokke bedrag (in 'n ronde bedrag of in paaiemente) af te trek, deur die vakvereniging aan die werkgewer gerig is.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, siekte- of pensioenfonds, assuransiëpremies, spaarskemas, terugbetalings van lenings deur sy werkgewer gedoen, bydraes tot die fonds van 'n mediese hulpvereniging geregistreer by die Staande Komitee kragtens klousule 18 (4) hiervan, of enige ander aftrekking wat skriftelik deur die sekretaris van die plaaslike tak van die vakvereniging goedgekeur is.
- Bydraes betaalbaar deur 'n werknemer aan die fondse van die Raad.
- Enige bedrag deur 'n werkgewer betaal wat by wet verplig is om betaling namens 'n werknemer te doen.
- Met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n vakvereniging.

(5) 'n Werkgewer mag geen ander vergoeding as geld vir diens gee nie en 'n werknemer mag geen ander vergoeding as geld vir diens aanneem nie. Alle besoldiging moet in kontant betaal word; met dien verstande, egter, dat as die skriftelike toestemming van die betrokke werknemer vooraf verkry word, betaling deur middel van 'n tjek of in 'n bankrekening gemaak mag word.

12. WERKURE

(1) Die gewone werkure van werknemers wat deur hoofstukke 2, 3, 4, 5, 6 en 7 van hierdie Ooreenkoms gedek word, is 40 uur per week en die loontariewe wat daarin gespesifiseer word, moet as die minimum besoldiging vir sulke gewone werkure geag word. Vir enige tyd wat meer as 40 uur per week gewerk word, moet betaal word ooreenkomstig die bepalings van klousule 13 van hierdie Ooreenkoms.

(2) 'n Werkgewer moet die wekelikse werkure van werknemers op dagwerk in sy inrigting só reël dat daar nie op enige dag vóór 6.30 v.m. en nie ná 6 n.m. op 5 dae en nie ná 12-uur middag op één dag in 'n week gewerk word nie; met dien verstande dat in die geval van middagkoerant-drukkerye waar 'n middag vry per week nie toegestaan kan word nie, 'n gelykstaande tyd vry of 1 hele dag elke 14 dae toegestaan mag word in die plek van een middag vry, nadat reëlings met die Kapel getref is; en voorts met dien verstande dat die gewone werkure, maaltye uitgesonderd, op enige enkele dag nie meer as 8½ mag wees nie, uitgesonderd in inrigtings waar die gewone week se werk in 5 dae voltooi kan word, en in dié geval mag die gewone dag se werk nie meer as 9 uur wees nie.

(3) 'n Werkgewer moet die werkure op alle dae waarop die werktid meer as 5 uur is, só reël dat 'n pouse van minstens 1 uur tussen die ure 11.30 v.m. en 2.30 n.m. toegestaan kan word. Geen werknemer mag vir 'n ononderbroke tydperk van meer as 5 uur sonder 'n pouse van minstens 1 uur werk nie, en geen werkgewer mag dit van hom vereis nie; met dien verstande dat, vir hierdie doel, werk wat met pouses van minder as 1 uur onderbreek word, as ononderbroke beskou moet word. 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om tussen 6-uur n.m. en 6-uur v.m. of ná 1-uur n.m. op meer as 5 dae van enige kalenderweek te werk nie.

(4) Werknemers wat 'n gereëelde skof werk waarvan enige gedeelte tussen die ure 6 n.m. op één dag en 6.30 v.m. op die volgende dag val, moet as nagwerkers ingedeel word. Van nagwerkers wat op oggendkoerante werk, mag vereis word om Sondagaande as deel van hul gereëelde skof te werk. In gevalle waar die aard van die werk wat in 'n inrigting verrig word, vereis dat sekere werknemers 'n skof moet werk wat van die gewone dag- of nagskof verskil, mag die Staande Komitee 'n werkrooster vir die betrokke werknemers magtig.

(5) Engineers and other employees on maintenance, whose duties require that they should work on Sundays, may be authorized by an exemption certificate issued by the Local Joint Board or where no Joint Board exists, by the Standing Committee, to work on Sundays at normal rates of pay, for a number of hours to be stipulated in such exemption certificate; and any hours worked on Sunday in excess of the hours so stipulated shall be treated as falling within the terms of Section 13 of this Agreement.

(6) In an establishment where a Chapel exists an employer who requires any of his employees to work short time shall arrange the method of application of same with the Chapel. The employer shall give the employees at least 12 working hours' notice when required to work short time. An employer shall pay to any employee working short time not less than 24 hours' wages in any working week.

(7) Employers and employees shall not permit less than eight hours to elapse between the finishing of one day's or night's work and the commencing of another by the same employee. This shall not prohibit work in a special emergency.

(8) An employer who proposes to employ an employee on night work, other than for the production of a newspaper, shall advise the Joint Board concerned or the Standing Committee, where no such Joint Board exists, of his intention to do so.

(9) An employee required by his employer to proceed to a place, other than his normal place of employment, for the purpose of work in connection with the erection or maintenance of machinery shall, in respect of time taken up by travelling to or from any such place, be paid at a rate not less than the remuneration payable for ordinary time calculated in terms of Section 6 (5) of this Agreement for all such travelling time as falls within his ordinary hours of work and at not less than half the remuneration payable for ordinary time calculated in terms of Section 6 (5) of this Agreement, for such travelling time as falls outside his ordinary hours of work; provided, however, that the employee concerned shall not be entitled to payment for more than 12 hours in each cycle of 24 hours, or portion thereof, reckoned from the time the journey commenced; and provided further that if the employee concerned worked on the day the journey commenced, the maximum payment to which he shall be entitled for that day, inclusive of the remuneration due to him for the work performed on that day, shall be the remuneration payable for 12 hours' ordinary time calculated in terms of Section 6 (5) of this Agreement. For the purposes of this sub-section, Sunday, the house half-holiday or any other day on which the employee concerned does not normally work shall be regarded as an ordinary working day.

(10) For the purposes of this Agreement, the day of the commencement of a shift shall determine the day on which that shift is worked and all time worked on that shift, including any time in excess of the normal hours of the shift, shall be deemed to have been worked on the same day.

(11) The provisions of this section shall not apply in respect of labourers.

13. OVERTIME

(1) Subject to the restrictions on overtime imposed by sub-sections (2) and (3) hereof, all hours in excess of the hours prescribed in sub-section (1) of Section 12 of this Agreement shall be regarded as overtime and subject to the provisions hereinafter stated. Employers shall pay for overtime at the following rates and employees shall not accept less than such rates:

- (a) Time and one-third for the first six hours' overtime or part thereof in any one working week; time and one-half for the next four hours' overtime or part thereof in such week; and double time for any further overtime worked in such week; provided that the provisions of this paragraph may be modified in terms of paragraph (d) of this sub-section. Time worked on the house half-holiday, a special paid holiday and on Sunday shall not be included for the purposes of ascertaining the overtime rate applicable in terms of this paragraph.
- (b) Subject to the provisions of paragraphs (c) and (d), time worked by an employee on any day in excess of four hours beyond the normal hours of his shift shall be paid for at double time, but shall not be included in the total weekly hours for the purpose of calculating overtime payable in terms of paragraph (a).
- (c) (i) Time worked on the day of the house half-holiday in excess of the usual number of hours worked on that day shall be paid for at double time.
- (ii) Whenever an employee works on a Sunday, his employer shall either pay to the employee:
 - (A) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (B) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(5) Ingenieurs en ander werknemers wat onderhoudswerk verrig en wie se diens dit vir hulle noodsaaklik maak om op Sondag te werk, mag ooreenkomstig 'n vrystellingsertifikaat deur die plaaslike Gesamentlike Raad uitgereik, of waar daar geen Gesamentlike Raad bestaan nie, deur die Staande Komitee gemagtig word om op Sondag vir 'n aantal ure wat in die vrystellingsertifikaat bepaal moet word, teen gewone loontariewe te werk; en alle ure wat op Sondag bo die aldus vasgestelde ure gewerk word, moet beskou word dat dit onder die bepalings van klousule 13 van hierdie Ooreenkoms val.

(6) In 'n inrigting waar daar 'n Kapel is, moet 'n werkgever wat van enigeen van sy werknemers vereis om korttyd te werk, die metode van toepassing daarvan met die Kapel reël. Die werkgever moet die werknemers minstens 12 werkeure vooraf kennis gee wanneer van hul verlang sal word om korttyd te werk. 'n Werkgever moet aan 'n werknemer wat korttyd werk, minstens 24 uur se loon in 'n werkweek betaal.

(7) Werkgevers en werknemers mag nie toelaat dat minder as 8 uur verstryk tussen die beëindiging van een dag of nag se werk en die begin van 'n ander deur dieselfde werknemer nie. Dit belet nie werk in 'n spesiale noodgeval nie.

(8) 'n Werkgever wat voornemens is om 'n werknemer op nagwerk in diens te neem, uitgesonderd met die doel om 'n nuusblad te druk, moet die betrokke Gesamentlike Raad of die Staande Komitee waar daar geen Gesamentlike Raad is nie, van sy voorneme in kennis stel.

(9) 'n Werknemer wat deur sy werkgever aangesê word om na 'n ander plek as sy gewone werkplek te gaan vir werk in verband met die oprigting of instandhouding van masjinerie, moet vir die tyd wat in beslag geneem word met die heen- of terugreis, betaal word teen 'n tarief van minstens die besoldiging betaalbaar vir gewone tyd bereken kragtens klousule 6 (5) van hierdie Ooreenkoms, vir alle reistyd wat binne sy gewone werkeure val en teen minstens helfte van die besoldiging betaalbaar vir gewone tyd bereken kragtens klousule 6 (5) van hierdie Ooreenkoms, vir alle reistyd wat buite sy gewone werkeure val; met dien verstande egter dat die betrokke werknemer nie geregtig is op betaling vir meer as 12 uur in elke kringloop van 24 uur of 'n gedeelte daarvan nie, gereken vanaf die tyd waarop die reis begin het; en voorts met dien verstande dat as die betrokke werknemer gewerk het op die dag waarop die reis begin het, die maksimum betaling waarop hy vir daardie dag geregtig is, met inbegrip van die besoldiging aan hom verskuldig vir die werk op daardie dag verrig, die besoldiging is wat betaalbaar is vir 12 uur se gewone tyd bereken kragtens klousule 6 (5) van hierdie Ooreenkoms. Vir die toepassing van hierdie subklousule moet Sondag, die inrigting se vakansiehalfdag of enige ander dag waarop die betrokke werknemer nie gewoonlik werk nie, as 'n gewone werkdag geag word.

(10) Vir die toepassing van hierdie Ooreenkoms bepaal die dag waarop 'n skof begin, die dag waarop die skof gewerk word en alle tyd op dié skof gewerk, met inbegrip van enige tyd oor die gewone ure van die skof, moet beskou word as tyd op dieselfde dag gewerk.

(11) Die bepalings van hierdie klousule is nie op arbeiders van toepassing nie.

13. OORTYD

(1) Behoudens die beperkings op oortyd wat by subklousules (2) en (3) hiervan opgelê word, moet alle ure wat bo dié in subklousule (1) van klousule 12 van hierdie Ooreenkoms voorgeskreëf, gewerk word, as oortyd beskou word en onderworpe aan die bepalings soos hieronder uiteengesit. Werkgevers moet vir oortydwerk teen die volgende tariewe betaal en werknemers mag nie minder as dié tariewe aanneem nie:

- (a) Vir die eerste 6 uur oortyd of gedeelte daarvan in 'n werkweek, een en 'n derde maal die gewone loon; vir die daaropvolgende 4 uur oortyd of gedeelte daarvan in dié week een en 'n half maal die gewone loon; en vir verdere oortyd in die week gewerk, dubbel die gewone loon; met dien verstande dat die bepalings van hierdie paragraaf gewysig mag word ingevolge paragraaf (d) van hierdie subklousule. Vir die toepassing van hierdie paragraaf word tyd wat op die inrigting se vakansiehalfdag, 'n spesiale betaalde vakansiedag en op Sondag gewerk word, nie ingesluit nie.
- (b) Behoudens die bepalings van paragrafe (c) en (d) moet vir tyd wat 'n werknemer op 'n dag vry meer as 4 uur bo die gewone ure van sy skof werk, teen dubbel die gewone loon betaal word, maar dit mag nie vir die doel van die berekening van oortyd, wat betaalbaar is ingevolge paragraaf (a), by die totale weeklikse ure ingesluit word nie.
- (c) (i) Vir tyd gewerk op 'n inrigting se vakansiehalfdag bo die gewone getal ure wat op daardie dag gewerk word, moet daar teen dubbel die gewone loon betaal word.
- (ii) As 'n werknemer op 'n Sondag werk, moet sy werkgever die werknemer:
 - (A) as hy vir 'n tydperk van hoogstens 4 uur aldus werk, minstens dié gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
 - (B) as hy vir 'n tydperk van langer as 4 uur aldus werk, ten opsigte van die totale tydperk wat hy op dié Sondag werk, besoldiging teen minstens dubbel sy gewone loon betaal, of besoldiging van minstens dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

- (C) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.
- (iii) The provisions of sub-paragraphs (i) and (ii) shall not apply to time worked (either normal time or overtime) on the production of evening newspapers.
- (iv) Night workers engaged on morning newspapers shall be entitled to ordinary overtime rates only for overtime worked on Sundays; provided however:
- (A) that all time worked by such employees from the completion of their Friday shift—normal time and overtime—until the normal starting time of their Sunday shift shall be paid for at double time;
- (B) that subject to the provisions of Section 13 (1) (a), such employees shall not be entitled to double time for time worked before the normal starting time of any other shift; and
- (C) that such employees working a 5-night week, who work on their day off other than that mentioned in paragraph (A) of this proviso, shall be paid at the rates mentioned in Section 13 (1) (a) for the first four hours worked and at double time for all further time worked on such day.
- (d) In cases where work is performed by the regular staff of employees on Saturdays or Sundays in connection with the production of late Saturday evening and Sunday newspapers, the excess overtime rates payable to the employees concerned shall, notwithstanding anything to the contrary hereinbefore contained, be mutually agreed upon between the employer and the local branch of the Trade Union, with the right to appeal to the Joint Board concerned and/or to the Standing Committee. A copy of any such agreement shall be submitted to the Standing Committee for registration.
- (e) In establishments where the weekly working hours prescribed in Section 12 (1) of this Agreement are completed in five days (that is from Monday to Friday inclusive) time worked on Saturdays until 12 noon shall be paid in terms of paragraphs (a) and (b) of this sub-section, and after 12 noon at double time.
- (f) For the purposes of this section each week shall stand on its own; provided that time lost by an employee through illness or at the request of the employer shall not be required to be made up before overtime is calculated. Time lost by an employee through any other cause shall first be made up before any overtime is calculated.
- (g) For the purposes of this section, overtime rates shall be calculated in terms of Section 6 (5) on the rate at which the employee is ordinarily paid.
- (2) An employer shall not require or permit an employee to work overtime for a total period exceeding in any one week:
- (a) ten hours; or
- (b) a number of hours (which may exceed ten) fixed by the local Joint Board or the Standing Committee where no Joint Board exists, by notice in writing to the employer specifying the employee, or class of employee, in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid.
- (3) An employer shall not require or permit a female employee to work overtime:
- (a) for more than two hours on any one day; provided, however, that this provision shall not apply in respect of overtime worked on Saturday mornings in establishments where a five-day week is in operation;
- (b) on more than three consecutive days;
- (c) on more than 60 days in any year;
- (d) after the completion of her daily working hours for more than one hour on any day unless he has—
- (i) given notice thereof to such employee before midday; or
- (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid such employee an allowance of 30c (thirty cents) in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.
- (4) (a) Foremen whose duties require them to supervise other employees while they are employed on overtime may be exempted from the provisions of this section by a certificate issued by the Standing Committee, specifying a weekly wage considered to be sufficient to compensate the exempted person for any overtime he is likely to perform.
- (b) An employer shall not require or permit an employee in respect of whom such an exemption has been granted to perform, and no such employee shall perform, work falling within the scope of any designated trade in the Industry after normal working hours, unless journeymen in the department concerned are also working at the time.
- (C) aan die werknemer ten opsigte van die totale tydperk wat op die Sondag gewerk is, besoldiging teen minstens een en 'n derde maal sy gewone loon betaal en hom binne 7 dae na dié Sondag 1 dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone loontarief asof hy op dié verlofdag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.
- (iii) Die bepalinge van subparagrafe (i) en (ii) is nie op tyd (hetsy gewone werkure of oortyd) gewerk in verband met die produksie van aandnuusblaaie, van toepassing nie.
- (iv) Nagwerkers in diens by oggendnuusblaaie is alleen vir oortyd op Sondag gewerk, op die gewone oortyd-tariewe geregig; met dien verstande dat:
- (A) vir alle tyd deur sulke werknemers gewerk vanaf die voltooiing van hul Vrydagskof—gewone tyd en oortyd—tot die gewone begintyd van hul Sondag-skof, teen dubbel die gewone loon betaal moet word;
- (B) behoudens die bepalinge van klousule 13 (1) (a), hierdie werknemers nie geregig is op dubbel die gewone loon vir tyd gewerk voor die gewone begintyd van enige ander skof nie; en
- (C) sodanige werknemers wat 5 nagte in 'n week werk en wat werk op die dag wat hulle gewoonlik vry het, behalwe dié genoem in paragraaf (A) van hierdie voorbehoudsbepaling, betaal moet word teen die tariewe genoem in klousule 13 (1) (a) vir die eerste 4 uur gewerk en teen dubbel die gewone loon vir alle verdere tyd op sodanige dag gewerk.
- (d) In gevalle waar die vaste werknemerpersoneel op Saterdag of Sondag werk in verband met die druk van laat Saterdag-aand- of Sondagkoerante, moet die ekstra oortyd-tariewe wat aan die betrokke werknemers betaalbaar is, ondanks enigiets anders hierin vervat, by onderlinge ooreenkoms tussen die werkgever en die plaaslike tak van die vakvereniging vasgestel word, met die reg van beroep op die betrokke Gesamentlike Komitee en/of na die Staande Komitee. 'n Eksemplaar van enige sodanige ooreenkoms moet vir registrasie by die Staande Komitee ingedien word.
- (e) In inrigtings waar die weeklikse werkure, voorgeskryf by klousule 12 (1) van hierdie Ooreenkoms, in 5 dae (nl. van Maandag tot en met Vrydag) voltooi word, moet vir tyd op Saterdag tot 12-uur middag gewerk, ooreenkomstig paragrafe (a) en (b) van hierdie subklousule betaal word, en ná 12-uur middag teen dubbel die gewone loon.
- (f) Vir die toepassing van hierdie klousule, word elke week afsonderlik beskou; met dien verstande dat tyd wat 'n werknemer verloor weens siekte, of op versoek of met die toestemming van die werkgever, nie ingehaal hoef te word voordat oortyd bereken word nie. Tyd wat deur 'n werknemer om enige ander rede verloor word, moet eers ingehaal word voordat enige oortyd bereken word.
- (g) Vir die toepassing van hierdie klousule word oortyd-tariewe bereken ooreenkomstig klousule 6 (5) volgens die tarief waarteen die werknemer gewoonlik betaal word.
- (2) 'n Werkgever mag nie 'n werknemer verplig of toelaat om in 'n week altesaam langer oortyd te werk nie as:
- (a) 10 uur; of
- (b) 'n getal ure (wat meer as 10 mag wees) deur die plaaslike Gesamentlike Raad, of die Staande Komitee as daar geen Gesamentlike Raad is nie, vasgestel by skriftelike kennisgewing aan die werkgever met vermelding van die werknemer of klas werknemer ten opsigte van wie die kennisgewing van toepassing is, en die tydperk waarvoor en die voorwaardes waarop dit geldig is.
- (3) 'n Werkgever mag nie 'n vroulike werknemer verplig of haar toelaat om oortyd soos volg te werk nie:
- (a) Langer as 2 uur op 'n dag; met dien verstande egter dat hierdie bepaling nie van toepassing is op oortyd gewerk op Saterdagoggende in inrigtings waar 5 dae per week gewerk word nie;
- (b) op meer as 3 opeenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) na beëindiging van haar daaglikse werkure, langer as 1 uur op 'n dag nie, tensy hy—
- (i) dié werknemer vóór 12-uur middag daarvan in kennis gestel het; of
- (ii) aan dié werknemer 'n toereikende ete verskaf het voordat sy met oortyd moet begin; of
- (iii) dié werknemer betyds 'n toelae van 30c (dertig sent) betaal het om haar in staat te stel om 'n ete te nuttig voordat sy met oortyd begin.
- (4) (a) Voormanne wie se werk dit is om toesig oor ander werknemers te hou terwyl hulle oortyd werk, mag van die bepalinge van hierdie klousule vrystel word by 'n sertifikaat uitgereik deur die Staande Komitee waarin 'n weekloon bepaal word wat, as voldoende geag word om die vrystelnde persoon te vergoed vir enige oortyd wat hy moontlik sal werk.
- (b) 'n Werkgever mag nie 'n werknemer ten opsigte van wie so 'n vrystelling verleen is verplig of toelaat om werk wat binne die bestek van enige aangewese bedryf in die Nywerheid val, ná gewone werkure te doen en geen werknemer mag dit doen nie, tensy daar ook vakmense op daardie tyd in die betrokke afdeling werk.

(c) An employee in respect of whom an exemption mentioned in paragraph (a) of this sub-section has been granted shall be entitled to at least two months' sick leave on full pay during each calendar year.

(5) The provisions of this section shall not apply in respect of labourers.

14. HOLIDAYS

(1) The provisions herein contained are not intended to reduce the number of paid holidays received by an employee prior to the date of this Agreement in excess of the number provided hereunder.

(2) (a) An employer shall allow and require each of his employees to take, and an employee shall take, in accordance with the provisions of this section, a minimum of three weeks' paid holiday leave during each year, and in addition five special paid holidays, namely New Year's Day, Good Friday, Ascension Day, the Day of the Covenant and Christmas Day. The ordinary annual holiday leave shall accrue proportionately in respect of employment during the calendar year. The special holidays accrue in respect of the working week in which they fall, provided that the employee is in the employ of the employer the day prior to and also subsequent to the special holiday.

(b) A night worker on a newspaper, who normally works ordinary time on more than five nights per week, shall be allowed and required to take and such employee shall take one week's paid holiday leave during each year in addition to the minimum leave mentioned in paragraph (a) hereof.

(3) (a) Subject to the provisions of sub-section (12) hereof annual holiday leave shall be granted and taken so as to commence not later than the end of the calendar year for which such leave is due and if the employee concerned entered the Industry during that year, it shall be proportionate to the period served during such year. The period during which such leave is to be taken shall, wherever possible, be arranged mutually between the employer and employee concerned, but shall otherwise be granted and taken at the reasonable convenience of the employer, who, under such circumstances, shall make the necessary arrangements through the Chapel, or, where no Chapel is functioning, through the Joint Board concerned or the Standing Committee where no such Joint Board exists. Where the period during which leave is to be taken has been fixed in accordance with the provisions of this sub-section, no alteration in such arrangements shall be made except by mutual consent of the employer and employee concerned. The period of such leave shall not be concurrent with any period during which the employee is under notice or termination of employment, is on paid sick leave in terms of the Factories Act or, except at the written request of the employee, when he is required to undergo training under the Defence Act.

(b) Annual leave shall be granted and taken in an unbroken period; provided, however, that subject to the mutual consent of the employer and employee concerned, such leave may be taken in two periods of one week and two weeks or two weeks and one week. The management of an establishment which closes over the period during which the Christmas and New Year holidays fall may avail itself of this provision.

(c) Notwithstanding the provisions of paragraph (b) hereof, subject to the consent of the employer and employee concerned and the approval of the Joint Board concerned, or the Standing Committee where no such Joint Board exists, having been obtained, annual leave not exceeding one week in any calendar year may be accumulated, provided, however, that not more than six weeks' leave may be so accumulated. Accumulated leave shall be taken in an unbroken period, provided, however, that the Joint Board concerned or the Standing Committee where no such Joint Board exists, may authorize the taking of such leave in some other manner.

(d) In all cases where the taking of a portion of annual leave is postponed, or such leave is accumulated, in accordance with the provisions of paragraphs (b) and (c) hereof, the employer concerned shall forward to the local branch of the Trade Union, at the time when the employee in question takes the first portion of his leave, the amount due to such employee for leave pay and holiday bonus, as well as the contributions due in terms of Section 18 in respect of the period of postponed or accumulated leave. The amount due to the employee shall be paid to him by the Trade Union when the postponed or accumulated leave is taken. Should an employee, who has postponed or accumulated a portion of his leave in accordance with the provisions of paragraphs (b) and (c) hereof, change his employment, the Trade Union shall advise the employee's new employer of the position in this regard.

(4) (a) Any period during which an employee—

- (i) is absent on paid leave; or
 - (ii) is absent from work on the instructions or at the request of his employer; or
 - (iii) is absent from work as a result of an injury sustained while working; or
 - (iv) is absent from work owing to illness; or
 - (v) undergoes training under the Defence Act;
- shall be deemed to be employment for the purposes of sub-sections (2), (8) and (10) hereof; provided that—

(A) the provisions of paragraphs (a) (iii) and (iv) shall not apply in respect of any period of absence if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by his injury or by illness from doing his work;

(c) 'n Werknemer ten opsigte van wie 'n vrystelling genoem in paragraaf (a) van hierdie subklousule, toegestaan is, het reg op minstens 2 maande siekteverlof met volle betaling gedurende elke kalenderjaar.

(5) Die bepalinge van hierdie klousule is nie op arbeiders van toepassing nie.

14. VERLOF

(1) Die bepalinge hierin vervat, is nie bedoel om die getal betaalde verlofdae, wat voor die datum van hierdie Ooreenkoms bo die getal, hierin vasgestel, deur 'n werknemer ontvang is, te verminder nie.

(2) (a) 'n Werkgewer moet, ooreenkomstig die bepalinge van hierdie klousule, aan elkeen van sy werknemers minstens 3 weke betaalde verlof in elke jaar toestaan, en daarbenewens 5 spesiale vakansiedae, naamlik Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag en Kersdag, en eis dat elke werknemer dit neem en die werknemer moet dit neem. Die gewone jaarlikse verlof hoop eweredig ten opsigte van die kalenderjaar op. Die spesiale vakansiedae hoop op ten opsigte van die werkweek waarin hulle val; met dien verstande dat die werknemer in die diens van die werkgewer en op diens is op die dag voor en ook ná die spesiale vakansiedag.

(b) 'n Nagwerker op 'n nuusblad wat normaalweg gewone tyd op meer as 5 nagte per week werk, moet toegelaat en verplig word en die werknemer moet 1 week se betaalde verlof elke jaar neem bo en behalwe die minimum verlof genoem in paragraaf (a) hiervan.

(3) (a) Behoudens die bepalinge van subklousule (12) hiervan, moet jaarlikse verlof toegestaan en geneem word sodat dit nie later nie as die einde van die kalenderjaar waarvoor dié verlof verskuldig is, begin, en as die betrokke werknemer by die Nywerheid in dié jaar aangesluit het, moet dit in verhouding wees tot die tyd wat hy dié jaar in diens was. Waar dit ook al moontlik is, moet die tyd waarin die verlof geneem moet word, onderling deur werkgewer en werknemer gereël word, maar andersins moet dit toegestaan en geneem word wanneer dit die werkgewer pas wat onder hierdie omstandighede die nodige reëlings deur tussenkoms van die Kapel moet tref, of waar daar geen Kapel bestaan nie, deur tussenkoms van die betrokke Gesamentlike Raad of die Staande Komitee waar daar geen Gesamentlike Raad is nie. As die tydperk wanneer verlof geneem moet word, vasgestel is kragtens die bepalinge van hierdie subklousule, mag geen verandering in sodanige reëlings gemaak word nie behalwe met onderlinge toestemming van die betrokke werkgewer en werknemer. Dié verlof mag nie saamval nie met enige tydperk waar tydens die werknemer 'n diensopseggingstermyn uitdien, met siekteverlof is kragtens die Wet op Fabriek- of, behalwe op die skriftelike versoek van sy werkgewer, wanneer hy verplig word op opleiding kragtens die Verdedigingswet te ondergaan.

(b) Jaarlikse verlof moet vir 'n ononderbroke tydperk toegestaan en geneem word; met dien verstande egter dat, behoudens die onderlinge toestemming van die betrokke werkgewer en werknemer, dié verlof in twee tydperke van een week en twee weke of twee weke en een week geneem mag word. Die bestuur van 'n inrigting wat oor die tydperk waarin die Kers- en Nuwejaarsvakansiedae val, mag van hierdie bepaling gebruik maak.

(c) Ondanks die bepalinge van paragraaf (b) hiervan mag jaarlikse verlof met 'n maksimum van 'n week in 'n kalenderjaar ophoop wanneer die toestemming van die betrokke werkgewer en werknemer en die goedkeuring van die betrokke Gesamentlike Raad of die Staande Komitee waar daar nie 'n Gesamentlike Raad is nie, verkry is; met dien verstande egter dat hoogstens 6 weke verlof só mag ophoop. Opgehoopde verlof moet in 'n ononderbroke tydperk geneem word; met dien verstande egter dat die betrokke Gesamentlike Raad of die Staande Komitee waar daar nie 'n Gesamentlike Raad is nie, die neem van sodanige verlof op 'n ander wyse kan magtig.

(d) In alle gevalle waar die neem van 'n gedeelte van jaarlikse verlof uitgestel word of as sodanige verlof opgehoop het ooreenkomstig die bepalinge van paragrafe (b) en (c) hiervan, moet die betrokke werkgewer aan die plaaslike tak van die vakvereniging, wanneer die betrokke werknemer die eerste gedeelte van sy verlof neem, die bedrag stuur wat aan sodanige werknemer verskuldig is vir verlofbetaling en verlofbonus, asook die bydraes uitgestelde of opgehoopde verlof. Die bedrag aan die werknemer verskuldig, moet aan hom deur die vakvereniging betaal word wanneer die uitgestelde of opgehoopde verlof geneem word. Indien 'n werknemer, wat 'n gedeelte van sy verlof, ooreenkomstig die bepalinge van paragrafe (b) en (c) hiervan uitgestel of opgehoop het, van werkgewer verander, moet die vakvereniging die werknemer se nuwe werkgewer van die toedrag van sake in hierdie verband verwittig.

(4) (a) Enige tydperk waarin 'n werknemer—

- (i) met betaalde verlof afwesig is; of
 - (ii) op las of op versoek van sy werkgewer van sy werk afwesig is; of
 - (iii) van die werk afwesig is as gevolg van 'n besering opgedoen terwyl hy gewerk het; of
 - (iv) van die werk afwesig is weens siekte; of
 - (v) opleiding kragtens die Verdedigingswet ondergaan;
- moet vir die toepassing van subklousules (2), (8) en (10) hiervan as diens geag word; met dien verstande dat—

(A) die bepalinge van paragrafe (a) (iii) en (iv) nie van toepassing is nie ten opsigte van 'n tyd van afwesigheid as die werknemer versuim, na 'n versoek om so 'n sertifikaat deur die werkgewer, om aan die werkgewer 'n sertifikaat van 'n mediese praktisyn voor te lê met die strekking dat hy deur sy besering of siekte verhinder was om sy werk te doen;

- (B) the provisions of paragraph (a) (iv) shall not apply in respect of any period during which the employee concerned has received benefits from the Health Maintenance Fund of the Council nor in respect of that portion of any total period of absence during any calendar year of employment which is in excess of four months. When calculating any total period of absence no period of absence of less than one full day shall be included;
- (C) the period of military training deemed to be employment for the purposes of paragraph (a) (v) shall not exceed a total period of four months during any calendar year.
- (b) An employer who proposes to make any deduction from the period of annual leave normally granted or in respect of a special holiday shall submit full details of the matter to the Standing Committee through the Joint Board for the area concerned, if any.
- (5) The amount due in respect of annual leave shall be calculated at the rate of the regular wage being paid to the employee concerned immediately before he proceeds on leave and shall be paid to him before he proceeds on such leave. Where payment is made by cheque, facilities shall be granted to the employee concerned to enable him to cash the cheque on the last working day before he proceeds on leave.
- (6) In the Municipal Area of Cape Town arrangements may be made between the Chapel and employer for employees to take one week's holiday and the balance in ordinary or statutory holiday, and be paid therefor, in lieu of the annual holiday leave provided in sub-section (2) of this section. In country newspaper offices special cases of hardship in respect of taking annual leave may be dealt with by the Standing Committee, which may grant permission for a portion of the annual holiday leave to be taken on statutory holidays other than the five mentioned in sub-section (2) of this section, or on such other convenient days as may be arranged.
- (7) Where an employer permits an employee to take the annual leave referred to in sub-section (2) hereof at a time prior to the full leave period having accrued and the employment of such employee with the employer concerned is terminated before the 31st December of that year, the question of any excess leave pay and holiday bonus shall be dealt with as follows:
- (a) Any such employee who voluntarily leaves his employment or is dismissed for reasons justifying summary dismissal shall refund to his employer forthwith on termination of his employment the sum equivalent to any excess leave pay and holiday bonus he may have been given.
- (b) An employee whose employment is terminated through no fault of his own shall not be liable to make any refund or perform any gratuitous service in repayment of any excess leave pay and holiday bonus he may have received; provided, however, that on his obtaining new employment the previous employer shall be entitled to claim and receive from the next employer of the employee concerned the sum equivalent to that portion of the holiday leave and holiday bonus paid to the employee and stamp contributions in respect of the leave period for which the new employer becomes liable. This amount shall be paid to the previous employer on or before the 31st December of the year during which the leave accrued, or on the termination of the employment of the employee with the employer concerned if such termination takes place before the end of such year.
- (c) When in terms of paragraph (b) of this sub-section, an employer is called upon by the previous employer of one of his employees to refund leave pay in respect of a period of leave, which was granted and taken before such leave accrued, the amount of the refund payable by such employer shall be at the rate of wages paid by the previous employer to such employee when the leave in question was granted and taken.
- (d) Should an employer not have recovered by the end of the calendar year concerned an amount due to him in terms of this sub-section in respect of holiday bonus paid in advance to an employee, who is, or was, a member of the Trade Union, this amount shall at the request of that employer be paid to him by the Trade Union. Where the employee is then employed by another employer in the industry, the proportionate amount for the period of that employee's employment with that other employer shall on request be paid forthwith by that other employer to the Trade Union. Notwithstanding anything to the contrary herein contained, the Trade Union shall be entitled to recover from the employee concerned any amount, paid out by it in terms of this sub-section, which it has not already recovered.
- (8) (a) Should an employee leave the service of an employer before having been granted the holiday leave accruing to him for the calendar year, the employer concerned shall forthwith on the termination of the employment of that employee pay to the local branch of the Trade Union the amount due in respect of the proportionate holiday leave accrued in terms of sub-sections (2) and (3). Such amount shall be calculated at the rate of 3/49ths of the wage being paid to the employee when his employment was terminated for each week of employment; provided, however, that in respect of employees of the class mentioned in sub-section (2) (b) hereof, the amount due shall be

- (B) die bepalings van paragraaf (a) (iv) nie van toepassing is nie ten opsigte van 'n tydperk waarin die betrokke werknemer bystand ontvang het van die gesondheidsfonds van die Raad, ook nie ten opsigte van daardie gedeelte van 'n totale afwesigheid van langer as 4 maande in enige kalenderjaar diens nie. By die berekening van totale tydperke van afwesigheid moet geen tydperk van afwesigheid van minder as één volle dag ingesluit word nie;
- (C) die tydperk van militêre opleiding wat vir die toepassing van paragraaf (a) (v) as diens geag word, nie 'n totale tydperk van meer as 4 maande gedurende enige kalenderjaar mag wees nie.
- (b) 'n Werkgewer wat aftrekkings wil doen van die jaarlikse verloftydperk wat gewoonlik toegestaan word, moet volledige besonderhede daarvan aan die Staande Komitee deur die Gesamentlike Raad vir die betrokke gebied (as daar een is) voorlê.
- (5) Werkgewers moet die bedrag wat ten opsigte van jaarlikse verlof aan die werknemer verskuldig is, bereken teen die tarief van die gereelde loon wat aan hom betaal word onmiddellik voordat hy met verlof gaan, en dit aan hom betaal voordat hy met verlof gaan. As betaling per tjek geskied, moet die werknemer in staat gestel word om die tjek op die laaste werkdag voordat hy met verlof gaan, te wissel.
- (6) In die munisipale gebied van Kaapstad mag reëlins tussen die Kapel en die werkgewer getref word dat werknemers 1 week verlof en die res as gewone of wetlike vakansiedae neem, en daarvoor betaal word, in plaas van die jaarlikse verlof voorgeskryf by subklousule (2) van hierdie klousule te neem. In platelandse koerantkantore kan spesiale gevalle van ongerief of ontbering wat betref die neem van jaarlikse verlof, behandel word deur die Staande Komitee wat toestemming kan verleen dat 'n deel van die jaarlikse verlof geneem word op ander wetlike vakansiedae as die 5 wat in subklousule (2) van hierdie klousule genoem word, of op ander gerieflike dae indien dit gereël kan word.
- (7) Ingeval 'n werkgewer 'n werknemer toelaat om die jaarlikse verlof, bedoel in subklousule (2) hiervan, te neem voordat die volle verloftydperk opgehoop het en die diens van sodanige werknemer by die betrokke werkgewer vóór 31 Desember van daardie jaar beëindig word, moet daar soos volg opgetree word ten opsigte van enige oorverlofbetaling en verlofbonus:
- (a) Enige sodanige werknemer wat vrywillig sy diens verlaat, of ontslaan word om redes wat summier ontslag regverdig, moet aan sy werkgewer onmiddellik by sy diensbeëindiging 'n bedrag terugbetaal wat gelyk is aan oorverlofbetaling en verlofbonus wat miskien aan hom betaal is.
- (b) 'n Werknemer wie se diens buite sy toedoen beëindig word, hoef nie ten opsigte van enige oorverlofbetaling en verlofbonus wat hy miskien ontvang het, enige bedrag terug te betaal of gratis te werk nie; met dien verstande egter dat wanneer hy 'n nuwe betrekking kry, die vorige werkgewer die reg moet hê om van die volgende werkgewer van die betrokke werknemer 'n bedrag wat gelyk is aan dié gedeelte van verlofbetaling en verlofbonus wat aan die werknemer betaal is, asook seëlbydraes ten opsigte van die verloftydperk waarvoor die nuwe werkgewer verantwoordelik word, te eis en te ontvang. Hierdie bedrag moet aan die vorige werkgewer op of voor 31 Desember van die jaar waarin die verlof opgehoop het, betaal word, of by diensbeëindiging van die werknemer by die betrokke werkgewer indien sodanige beëindiging voor die einde van die jaar plaasvind.
- (c) Wanneer van 'n werkgewer ingevolge paragraaf (b) van hierdie subklousule deur die vorige werkgewer van een van sy werknemers vereis word om verlofbetaling ten opsigte van 'n verloftydperk wat toegestaan en geneem is voordat dié verlof opgehoop het, terug te betaal, moet die bedrag van die terugbetaling wat aan die werkgewer terugbetaalbaar is, teen die loontarief wees wat deur die vorige werkgewer aan dié werknemer betaal is toe die betrokke verlof toegestaan en geneem is.
- (d) Indien 'n werkgewer nie teen die einde van die betrokke kalenderjaar 'n bedrag verhaal het wat aan hom verskuldig is ingevolge hierdie subklousule ten opsigte van verlofbonus wat vooruit aan 'n werknemer betaal is wat 'n lid van die vakvereniging is of was nie, moet dié bedrag op versoek van daardie werkgewer aan hom deur die vakvereniging betaal word. Indien die werknemer dan by 'n ander werkgewer in die Nywerheid in diens geneem word, moet die eweredige bedrag vir die tydperk van daardie werknemer se diens by daardie ander werkgewer op versoek onmiddellik deur daardie ander werkgewer aan die vakvereniging betaal word. Ondanks andersluidende bepalings hierin, het die vakvereniging die reg om op die betrokke werknemer enige bedrag te verhaal wat hy kragtens hierdie subklousule uitbetaal het en wat hy nog nie verhaal het nie.
- (8) (a) As 'n werknemer die diens van 'n werkgewer verlaat voordat die verlof toegestaan is wat aan hom vir die kalenderjaar toekom, moet die betrokke werkgewer onmiddellik by beëindiging van die diens van daardie werknemer aan die plaaslike tak van die vakvereniging die bedrag betaal wat verskuldig is ten opsigte van die eweredige verlof wat ingevolge subklousules (2) en (3) opgehoop het. Dié bedrag moet bereken word teen 'n tarief van 3/49stes van die loon wat aan die werknemer betaal is vir elke week gewerk toe sy diens beëindig is; met dien verstande eger dat ten opsigte van werknemers van die klas genoem in subklousule (2) (b) hiervan, die verskuldigde bedrag bereken moet

calculated at the rate of 1/12th of the wage being paid to the employee when his employment was terminated for each week of employment. The amount due in respect of the proportionate holiday bonus accrued in terms of sub-section (13) shall be paid to the local branch of the Trade Union at the same time. Broken weeks shall be paid for in proportion. The amount received shall be paid to the employee by the Trade Union when he takes his leave. The employer concerned shall also at the time the employee leaves his service forthwith stamp the contribution book, issued in respect of such employee for the proportionate period of holiday leave accrued.

(b) When the term of employment extends over a period of four weeks or more, the employee shall be regarded as regularly employed, and be entitled to holiday leave pay for the whole period, even if during a portion of that period he was not employed on full time.

(9) On or before the 15th January of each year, an employer shall submit to the Joint Board concerned, or the Standing Committee where no such Joint Board exists, a return of his employees who did not take their annual leave during the preceding year.

(10) (a) As stated in sub-section (2) hereof employees shall receive a paid holiday for New Year's Day, Good Friday, Ascension Day, the Day of the Covenant and Christmas Day; provided that Boxing Day may be substituted for New Year's Day and Easter Monday (or Easter Sunday in the case of night workers on morning newspapers) may be substituted for Good Friday, by the employer giving notice to the Chapel one week in advance, in which case the provisions of this sub-section relating to New Year's Day and Good Friday shall apply in respect of the substituted days.

(b) (i) An employee required to work on New Year's Day, Good Friday, Ascension Day or the Day of the Covenant shall be paid a normal day's pay and in addition time and one-half for the time actually worked.

(ii) An employee required to work on Christmas Day shall be paid for the whole day at double time and shall, in addition, be given another day's holiday with pay.

(c) Should any of the above-mentioned special paid holidays fall on a Sunday, the following day shall be regarded as the paid holiday, provided that the Standing Committee may grant exemption from this provision in the case of morning newspapers.

(d) If any of the above-mentioned special paid holidays falls on a Saturday, employees who work a five-day week and are not required to work on such Saturday, shall be paid a full day's pay in respect of such holiday or be granted another full day's holiday with pay.

(e) Should an employee, who works a five-day week and does not work normal time on Saturdays, be required to work on a Saturday on which any of the above-mentioned special paid holidays falls, that employee shall be paid such remuneration as he would have received for working on that Saturday had it not been a special holiday and in addition a full day's pay; provided, however—

(i) that the payment which shall be made to the employee shall be not less than double a full day's pay irrespective of the number of hours worked; and

(ii) that if the special holiday, which falls on the Saturday is Christmas Day the employee, who is required to work on that Saturday, shall be given in addition another day's holiday with pay.

(f) The provisions of this sub-section, other than those relating expressly to Christmas Day, shall also apply in respect of Republic Day in every fifth year after the year 1966, and any reference elsewhere in this Agreement to any public holiday referred to in this sub-section shall be deemed to include a reference to Republic Day in any of the said years.

(11) Work on statutory holidays other than the special holidays mentioned in sub-section (2) shall be paid for at ordinary rates. An employer who intends to close his establishment, or any portion thereof, on a statutory holiday shall give the Chapel, or the employees affected where there is no Chapel, not less than twelve working hours' notice in writing of such fact. Should an employer, after having given such notice, require an employee to work on such day, he shall pay such employee at least one and a half day's pay in respect thereof; provided, however, that this provision shall not apply if the employer gives the employee concerned not less than one clear working day's notice of his change of intention.

(12) An employee who has been unemployed, or absent from work because of illness, for a continuous period of not less than four weeks during a calendar year shall not be compelled to take the annual leave due to him in respect of such year. Should such an employee elect not to take his annual leave, the employer concerned shall pay the amount due in respect of the proportionate holiday leave accrued in terms of sub-section (2) and the proportionate holiday bonus accrued in terms of sub-section (13) to the local branch of the Trade Union not later than the end of the calendar year concerned. The proportionate leave pay shall be calculated at the rate of 3/49ths of the wage being paid to

word teen 'n tarief van 1/12de van die loon wat aan die werknemer vir elke week diens betaal is toe sy diens beëindig is. Die bedrag verskuldig ten opsigte van die eweredige verlofbonus wat kragtens subklousule (13) opgehoop het, moet terselfdertyd aan die plaaslike tak van die vakvereniging betaal word. Vir dele van weke moet na verhouding betaal word. Die bedrag wat ontvang word, moet aan die werknemer deur die vakvereniging betaal word wanneer hy met verlof gaan. Die betrokke werkgewer moet ook op die tydstop wanneer die werknemer sy diens verlaat, die bydraeboek, uitgereik ten opsigte van sodanige werknemer, vir die eweredige tydperk van opgehoopde verlof, onmiddellik stempel.

(b) Indien die dienstryd oor 'n tydperk van 4 weke of langer strek, word die werknemer geag in gereelde diens te wees en op verlofbetaling vir die hele tydperk geregtig, selfs al het hy gedurende 'n deel van daardie tydperk nie voltydse gewerk nie.

(9) Op of voor 15 Januarie van elke jaar moet 'n werkgewer aan die betrokke Gesamentlike Raad of aan die Staande Komitee waar daar geen Gesamentlike Raad is nie, 'n opgawe instuur van sy werknemers wat nie hul jaarlikse verlof gedurende die vorige jaar geneem het nie.

(10) (a) Soos gemeld in subklousule (2) hiervan moet werknemers vir Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag en Kersdag 'n betaalde vakansiedag toegestaan word; met dien verstande dat 'n werkgewer, deur daarvan 'n week vooruit aan die Kapel kennis te gee, Tweede Kersdag in die plek van Nuwejaarsdag en Paasmaandag (of Paassondag in die geval van nagwerkers op oggendnuusblaai) in die plek van Goeie Vrydag mag stel, en in dié geval is die bepalings van hierdie subklousule betreffende Nuwejaarsdag en Goeie Vrydag van toepassing ten opsigte van die vervangende dae.

(b) (i) 'n Werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag of Geloftedag moet werk, moet 'n gewone dag se loon betaal word en, daarbenewens, een en 'n half maal die loon vir die tyd werklik gewerk.

(ii) 'n Werknemer van wie daar vereis word om op Kersdag te werk, moet vir die hele dag teen 2 maal die gewone loon betaal word en moet daarbenewens 'n ander dag verlof met volle besoldiging toegestaan word.

(c) As enigeen van bogenoemde spesiale betaalde vakansiedae op 'n Sondag val, moet die volgende dag as 'n betaalde vakansiedag beskou word, met dien verstande dat die Staande Komitee vrystelling van hierdie bepaling in die geval van oggendkoerante kan verleen.

(d) As enigeen van bogenoemde spesiale betaalde vakansiedae op 'n Saterdag val, moet werknemers wat 'n vyfdagweek werk en nie op sodanige Saterdag moet werk nie, 'n volle dag se loon ten opsigte van sodanige vakansiedag betaal word of 'n ander volle dag betaalde verlof toegestaan word.

(e) As 'n werknemer wat 'n vyfdagweek werk en nie gewone tyd op Saterdae werk nie, moet werk op 'n Saterdag waarop enigeen van bogenoemde spesiale betaalde vakansiedae val, moet dié werknemer die besoldiging betaal word wat hy sou ontvang het indien hy op dié Saterdag gewerk het as dit nie 'n spesiale vakansiedag was nie, en, daarbenewens, 'n volle dag se loon; met dien verstande egter dat—

(i) die betaling wat aan die werknemer gemaak moet word, minstens dubbel 'n volle dag se loon moet wees, ongeag die getal ure gewerk; en

(ii) as die spesiale vakansiedag, wat op die Saterdag val, Kersdag is, die werknemer, wat op dié Saterdag moet werk, daarbenewens nog 'n betaalde dag verlof toegestaan moet word.

(f) Die bepalings van hierdie subklousule, uitgesonderd dié wat spesiaal op Kersdag betrekking het, moet ook iedere vyfde jaar vir Republiekdag ná die jaar 1966 geld, en enige verwysing elders in hierdie Ooreenkomme na enige openbare vakansiedag in hierdie subklousule bedoel, word geag 'n verwysing na Republiekdag in enigeen van genoemde jare te behels.

(11) Vir werk wat gedoen word op ander wetlike vakansiedae as die spesiale vakansiedae genoem in subklousule (2), moet teen gewone tariewe betaal word. 'n Werkgewer wat voornemens is om sy inrigting of 'n gedeelte daarvan op 'n wetlike vakansiedag te sluit, moet die Kapel of die betrokke werknemers, waar daar geen Kapel is nie, minstens 12 werke vooruit daarvan skriftelik verwittig. As 'n werkgewer, nadat hy dié kennis gegee het, eis dat 'n werknemer op dié dag werk, moet hy dié werknemer vir so 'n dag minstens een en 'n half dag se loon daarvoor betaal; met dien verstande egter dat hierdie bepaling nie van toepassing is nie as die werkgewer die betrokke werknemer minstens een volle dag vooruit kennis van sy verandering van voorneme gee.

(12) 'n Werknemer wat vir 'n ononderbroke tydperk van minstens 4 weke gedurende 'n kalenderjaar werkloos was of afwesig van sy werk weens siekte, mag nie verplig word om die jaarlikse verlof te neem wat aan hom ten opsigte van daardie jaar verskuldig is nie. Ingeval so 'n werknemer verkies om nie sy jaarlikse verlof te neem nie moet die betrokke werkgewer die bedrag verskuldig ten opsigte van die eweredige verlof wat kragtens subklousule (2) en die eweredige verlofbonus wat kragtens subklousule (13) opgehoop het, nie later nie as die einde van die betrokke kalenderjaar aan die plaaslike tak van die vakvereniging betaal. Die eweredige verlofbetaling moet bereken word teen 'n tarief van 3/49stes van die loon wat aan die werknemer aan die einde

the employee at the end of such year for each week worked, and the amount received shall be passed on by the Trade Union to the employee as a payment in lieu of the holiday leave accrued; provided, however, that the provisions of this sub-section shall not apply in the Municipal Area of Cape Town in cases where the employee in question is employed by a firm where special arrangements have been made in terms of sub-section (6) between the Chapel and the employer concerned.

(13) Subject to the provisions of sub-section (14) hereof, an employer shall pay to every Journeyman and Perforator Operator in his employ as well as to every other employee employed by him, who has had two years' or more experience in the Industry, a holiday bonus at the time when the leave pay due to that employee is paid to him in terms of sub-section (5) hereof. The holiday bonus shall accrue at the rate of R2.50 per week, in respect of Journeymen and Perforator Operators, and at the rate of R1.25 per week, in respect of the other employees mentioned, for each week of employment with the particular employer from the 1st January, 1968. For the purposes of this sub-section "employment" shall have the meaning given to it by sub-section (4) hereof, except that the holiday bonus shall not accrue for any period during which an employee is absent on leave. In the case of an apprentice, who becomes a journeyman during a particular year, the bonus for that year shall accrue at the rate of R1.25 per week up to the date on which he becomes, or became, a journeyman and at the rate of R2.50 per week thereafter. In the case of an employee who completes two years' experience in the Industry during a particular year, the bonus for that year shall accrue only from the date on which he completes, or completed, his two years' experience.

(14) The provisions of this section shall not apply in respect of Labourers and in the Silk Screen Section, the provisions of sub-section (13) of this section shall apply only in respect of employees for whom wages are prescribed by Table 24.

15. DAILY TIME SHEETS

(1) An employer shall require his employees, other than apprentices and labourers, to submit daily, and such employees shall so submit to their employer, time sheets, as per the following specimen, which shall be furnished by the employer, showing the class of work performed and the hours spent upon each separate job, provided, however, that the provisions of this sub-section shall not apply in respect of those establishments or sections of establishments, which are engaged solely on the production of newspapers and are equipped with adequate time clocks. The employer shall post the Time and Wages Register, from such daily time sheets or from clock cards and shall retain them for inspection for at least three years.

van sodanige jaar vir elke week gewerk betaal word, en die bedrag wat ontvang word moet deur die vakvereniging aan die werknemer aangestuurd word as 'n betaling in plaas van die verlof wat opgehoop het; met dien verstande egter dat die bepalinge van hierdie subklousule nie van toepassing in die munisipale gebied van Kaapstad is nie in gevalle waar die betrokke werknemer in diens is by 'n firma waar spesiale reëlings getref is kragtens subklousule (6) tussen die Kapel en die betrokke werkgewer.

(13) Behoudens die bepalinge van subklousule (14) hiervan moet 'n werkgewer aan elke vakman en perforeermasjienbediener in sy diens asook aan elke ander werknemer by hom in diens, wat 2 jaar of meer ondervinding in die Nywerheid het, 'n verlofbonus betaal wanneer die verlofbetaling wat aan daardie werknemer verskuldig is, aan hom kragtens subklousule (5) hiervan betaal word. Die verlofbonus moet ophoop teen 'n koers van R2.50 per week ten opsigte van vakmanne en perforeermasjienbedieners, en teen 'n koers van R1.25 per week ten opsigte van die ander genoemde werknemers, vir elke week diens by die besondere werkgewer vanaf 1 Januarie 1968. Vir die toepassing van hierdie subklousule het "diens" die betekenis wat daaraan by subklousule (4) hiervan geheg word, behalwe dat die verlofbonus nie ophoop vir enige tydperk waarin 'n werknemer met verlof afwesig is nie. In die geval van 'n vakleerling wat 'n vakman gedurende enige bepaalde jaar word, moet die bonus vir dié jaar teen 'n koers van R1.25 per week oploop tot op die datum waarop hy 'n vakman word of geword het, en teen 'n koers van R2.50 per week daarna. In die geval van 'n werknemer wat twee jaar ondervinding gedurende enige jaar in die Nywerheid voltooi, loop die bonus vir dié jaar op slegs vanaf die datum waarop hy sy twee jaar ondervinding voltooi of voltooi het.

(14) Die bepalinge van hierdie klousule is nie van toepassing ten opsigte van arbeiders en in die Syskermafdeling nie, terwyl die bepalinge van subklousule (13) van hierdie klousule slegs van toepassing is ten opsigte van werknemers vir wie lone in tabel 24 voorgeskryf word.

15. DAAGLIKSE TYDREGISTERS

(1) 'n Werkgewer moet sy werknemers, uitgesonderd vakleerlinge en arbeiders, verplig, en sulke werknemers moet aan die opdrag voldoen, om daaglikse tydstate by hom in te dien soos in onderstaande voorbeeld aangetoon, state wat deur die werkgewer verskaf moet word en wat die soort werk gedoen en die ure wat elke afsonderlike taak vereis het, aantoon; met dien verstande egter dat die bepalinge van hierdie subklousule nie van toepassing is nie op daardie inrigtings of afdelings van inrigtings wat uitsluitlik besig is met die druk van nuusblaaie en van doelmatige tyd-klokke voorsien is. Van hierdie daaglikse tydstate af of van klokkaarte moet 'n werkgewer die tyd- en loonregister byskryf, en moet hy die daaglikse tydstate vir minstens 3 jaar vir inspeksie beskikbaar hou.

DAILY TIME SHEET.

Name of Employee..... Date..... 19.....

Job No.	Name and description of job.	Kind of work.	Time started.	Time taken.	Remarks.

I hereby declare that on the above date I was employed by the Printing Co., and performed work as indicated for the periods shown above.

Signature of Employee.....

DAAGLIKSE TYDSTAAT.

Naam van werknemer..... Datum..... 19.....

Taaknommer	Naam en beskrywing van taak.	Soort werk.	Tyd begin.	Tyd geneem.	Opmerkings.

Ek verklaar hierby dat ek op bogenoemde datum by die-drukkersmaatskappy in diens was en die tye soos hierbo vermeld, gewerk het.

Handtekening van werknemer.....

(2) An employer shall require all apprentices in his employ to complete in duplicate, and apprentices shall so complete, a daily record, which shall be furnished by the employer, in the following form of all work done and also time spent on technical education:

(c) 'n Werkgewer moet al die vakleerlinge in sy diens verplig, en vakleerlinge moet dié opdrag uitvoer, om 'n daaglikse register, wat deur die werkgewer verskaf moet word, om onderstaande vooraf in tweevoud in te vul van alle werk gedoen en ook alle tyd aan tegniese onderwys bestee:

DAILY RECORD.

[illegible]

An apprentice shall hand one copy of such record to the foreman of his department every day and shall retain the duplicate copies during the period of his apprenticeship. Such duplicate copies shall be produced by an apprentice for inspection upon demand by an official of the Council or the National Printing Apprenticeship Committee.

DAAGLIKSE VERSLAG.

Datum.	Taak No.	Naam van klant.	Beskrywing van taak en werk gedoen.	Gewone. ^{Tyd.}	Oortyd.
			<i>Handtekening van vakleerling.</i>		
			Tyd bestee aan tegniese studies.	Firma se tyd	Eie tyd.
			Aan tegniese koll.		
			Korrespondensiekursus		

'n Vakleerling moet een kopie van hierdie register iedere dag aan die voorman van sy afdeling oorhandig en die duplikaatkopieë gedurende sy leertyd bewaar. Hierdie duplikate moet deur vakleerlinge getoon word wanneer 'n beampte van die Raad of die Nasionale Komitee vir Drukkersvakleerlinge dit vir inspeksie wil sien.

16. RECRUITMENT OF EMPLOYEES AND CERTIFICATES OF EMPLOYMENT

(1) No employer shall engage an employee of a class covered by the terms of this Agreement unless and until such person has furnished such employer with a certificate signed by a registered medical practitioner to the effect that such person is not suffering from any infectious or contagious disease; provided, however, that the provisions of this sub-section shall not apply in respect of an employee, who is already a member of the Trade Union or was employed elsewhere in the Industry immediately before being engaged, nor when a casual labourer is engaged for a period not exceeding six consecutive working days.

(2) A contract of employment for a fixed period shall not exceed a period of two years, provided, however, that the Standing Committee may on good cause shown extend the period to three years if its approval is sought and obtained before the contract is entered into and signed.

(3) A contract of employment for a fixed period shall be in writing and in the form prescribed by the Executive Committee.

(4) Any contract entered into after the date of promulgation of sub-sections (2) and (3) hereof, which does not comply with the requirements of those sub-sections, shall be void and of no force and effect.

(5) For the purpose of determining the wages payable to employees whose wages are based on the length of their experience, and for the purposes of the Joint Unemployment and Pension Funds, every employer shall issue a certificate of employment free of charge to an employee of this class at the time when he leaves such employer's service, and forward two copies of such certificate to the local Branch of the Trade Union; the certificate shall show the employee's name in full, address, occupation and rate of wages paid, together with the dates of his entering and leaving the service of the employer and the reason for, the termination of employment.

16. WERWING VAN WERKNEMERS EN DIENSSERTIFIKATE

(1) Geen werkgewer mag 'n werknemer van 'n klas gedek deur die bepalings van hierdie Ooreenkoms in diens neem nie tensy en totdat so 'n persoon dié werkgewer voorsien het van 'n sertifikaat geteken deur 'n geregistreerde mediese praktisyen met die strekking dat hy nie aan 'n besmetlike of aansteeklike siekte ly nie; met dien verstande egter dat die bepalings van hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat alreeds 'n lid van die vakvereniging is of wat elders in die Nywerheid in diens was onmiddellik vóór indiensneming, en ook nie wanneer 'n los werknemer in diens geneem word vir 'n tydperk van hoogstens 6 agtereenvolgende werkdae nie.

(2) 'n Kontrak vir diens vir 'n vasgestelde tyd mag nie 2 jaar oorskry nie; met dien verstande egter dat die Staande Komitee, wanneer goeie redes aan hom verstrekk word, die tydperk van 2 jaar tot 3 jaar kan verleng indien sy goedkeuring verlang en verkry word voordat die kontrak aangegaan en onderteken word.

(3) 'n Kontrak vir diens vir 'n vasgestelde tydperk moet op skrif wees in die vorm deur die Uitvoerende Komitee goedgekeur.

(4) 'n Kontrak, aangegaan ná die datum van die afkondiging van subklousules (2) en (3) hiervan, wat nie aan die vereistes van hierdie subklousules voldoen nie, is nietig en het geen regsgeldigheid en uitwerking nie.

(5) Ten einde die lone te kan vasstel wat aan werknemers van wie die lone op die duur van hul ondervinding gebaseer is, betaal moet word, en vir die doelstellings van die Gesamentlike Werkloosheidsfonds en Pensioenfonds, moet elke werkgewer aan 'n werknemer van dié klas wanneer hy die werkgewer se diens verlaat, 'n dienssertifikaat gratis uitreik en twee afskrifte van dié sertifikaat aan die sekretaris van die plaaslike tak van die vakvereniging stuur; die sertifikaat moet die werknemer se naam voluit, adres, beroep en die loon wat betaal is, aantoon, asook die datums waarop hy by die werkgewer in en uit diens getree het en die rede waarom sy diens beëindig is.

17. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) A weekly employee or his employer shall give not less than one working week's notice and, where the necessary exemption to authorize his payment on a monthly basis has been obtained, a monthly employee or his employer shall give not less than one calendar month's notice to terminate the contract of employment; provided that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognized by law as sufficient; and provided further that all such notices of termination of employment shall be in writing.

(2) The employer of an employee, who is unable to work because of illness, shall not for that reason terminate that employee's contract of employment; provided, however, that if the employee's absence from work exceeds a period of four months the contract of employment of that employee may be terminated by the employer giving the employee due notice of his intention to terminate the contract. Should an employee serve a period of imprisonment, either civil or criminal, his contract of employment shall be deemed to have been terminated without notice.

(3) The notice referred to in sub-section (1) shall not run concurrently with nor shall notice be given during the employee's absence on leave or whilst he is undergoing compulsory military training or because of illness, provided that the period of absence because of illness does not exceed four months.

(4) An employer shall provide his employee with work during the whole period of such notice or in lieu thereof shall pay such employee an amount not less than:

- (a) if a weekly employee, the weekly remuneration which the employee was receiving immediately prior to the date of such notice;
- (b) if a monthly employee, remuneration at the rate which the employee was receiving immediately prior to the date of such notice;

(5) The notice referred to in sub-section (1) shall be given:

- (a) in the case of a weekly employee not later than the close of the employee's normal shift on the last day of the working week of the establishment;
- (b) in the case of a monthly employee not later than the close of the employee's normal shift on the first of the month.

(6) The provisions of this section shall apply in respect of regular employees only.

18. CONTRIBUTIONS

(1) Every employer shall contribute to the General Fund of the Council 17c per week for each employee employed by him for whom wages are prescribed in Section 6 (1) (a) and (b), Section 25 (6) (p), Tables 20 and 21 of Section 40 and Table 24 of Section 43 and for each apprentice during the last year of his apprenticeship; 13c per week for each employee for whom wages are prescribed in Sections 6 (1) (c), (d) or (e), 25 (6) (o), (t), (u) or (v), 31, 34, 36, Tables 22 and 23 of Section 40 and Tables 25 to 32 of Section 43 of this Agreement, and for each apprentice during the years preceding his last year of apprenticeship; and 9c per week for each labourer employed in the magisterial districts mentioned in Section 46 of this Agreement.

(2) Every employer shall contribute to the Joint Unemployment Fund of the Council the sum of 21c per week in respect of each employee employed by him who is a member of the Trade Union and for whom wages are prescribed in Section 6 (1) (a) and (b), Section 25 (6) (p), Tables 20 and 21 of Section 40 and Table 24 of Section 43; and 15c per week for each employee employed by him, who is a member of the Trade Union, and for whom wages are prescribed in Sections 6 (1) (c) or (d), 25 (6) (o), (t), (u) or (v), 31, 34, 36, Tables 22 and 23 of Section 40 and Tables 25 to 32 of Section 43 of this Agreement and for each apprentice, who is a member of the Trade Union.

(3) Every employer shall contribute to the Pension Fund of the Council the sum of R2.00 per week in respect of each employee employed by him who is a member of the Trade Union and for whom wages are prescribed in Section 6 (1) (a) and (b), Section 25 (6) (p), Tables 20 and 21 of Section 40 and Table 24 of Section 43; R1.00 per week in respect of each employee employed by him who is a member of the Trade Union, has had two years' or more experience in the Industry and for whom wages are prescribed in Sections 6 (1) (c) or (d), 25 (6) (o), (t), (u) or (v), 31, 34, 36, Tables 22 and 23 of Section 40 and Tables 25 to 32 of Section 43 of this Agreement; and 75c per week in respect of each apprentice who is a member of the Trade Union.

(4) Every employer shall contribute to the Medical Aid Fund of the Council the sum of 85c per week in respect of each employee employed by him, who is a member of the Trade Union and for whom wages are prescribed in Section 6 (1) (a) and (b), Section 25 (6) (p), Tables 20 and 21 of Section 40 and Table 24 of Section 43, and in respect of each apprentice, who is a member of the Trade Union and is in his last year of apprenticeship; 80c per week in respect of each employee employed by him who is a member of the Trade Union, has had two years' or more experience in the Industry and for whom wages are prescribed in Sections 6 (1) (c) or (d), 25 (6) (o), (t), (u) or (v), 31, 34, 36, Tables 22 and 23 of Section 40 and Tables 25 to 32 of Section 43 of this Agreement; and a similar amount of 80c per week in respect of each apprentice, other than one in his last year of apprenticeship, employed by him who is a member of the Trade Union. The contributions mentioned in this sub-section

17. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Weeklikse werknemer of sy werkgever moet minstens 1 werkweek diensopsegging gee en, as die nodige vrystelling verkry is om sy betaling op 'n maandelikse basis te magtig, moet 'n maandelikse werknemer of sy werkgever minstens 1 kalendermaand kennis gee om die dienskontrak te beëindig; met dien verstande dat dit nie die reg van 'n werknemer of 'n werkgever raak om die dienskontrak om enige regsgeldige rede sonder kennisgewing te beëindig nie; en voorts met dien verstande dat al sulke kennisgewings van diensbeëindiging skriftelik moet wees.

(2) Die werkgever van 'n werknemer wat weens siekte ongeskik is vir werk, mag nie om daardie rede die werknemer se dienskontrak beëindig nie; met dien verstande egter dat indien die werknemer se afwesigheid by die werk 'n tydperk van 4 maande oorskry, die dienskontrak van daardie werknemer deur die werkgever beëindig mag word met gepaste kennisgewing van sy voorneme om die kontrak te beëindig. Ingeval 'n werknemer 'n tydperk van tronkstraf uitdien, of siviël of krimineel, word dit beskou dat sy dienskontrak sonder kennisgewing beëindig is.

(3) Die diensopsegging bedoel in subklousule (1) mag nie saamval met en mag diensopsegging nie gegee word gedurende die werknemer se afwesigheid met verlof of terwyl hy verpligte militêre opleiding ondergaan, of weens siekte nie; met dien verstande dat die tydperk van afwesigheid weens siekte hoogstens 4 maande duur.

(4) 'n Werkgever moet sy werknemer dwarsdeur die hele diensopseggingstyd van werk voorsien, of in plaas daarvan die werknemer 'n bedrag betaal van minstens:

- (a) as hy 'n weeklikse werknemer is, die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van die diensopsegging ontvang het;
- (b) as hy 'n maandelikse werknemer is, besoldiging teen die tarief wat die werknemer onmiddellik voor die datum van sy diensopsegging ontvang het.

(5) Die diensopsegging genoem in subartikel (1) moet gegee word:

- (a) in die geval van 'n weeklikse werknemer, nie later nie as die einde van die werknemer se gewone skof op die laaste dag van die werkweek van die inrigting;
- (b) in die geval van 'n maandelikse werknemer, nie later nie as die einde van die werknemer se gewone skof op die eerste van die maand.

(6) Die bepalinge van hierdie klousule is slegs van toepassing op gereelde werknemers.

18. BYDRAES

(1) Elke werkgever moet 17c per week tot die Algemene Fonds van die Raad bydra vir elke werknemer by hom in diens vir wie lone voorgeskryf word in klousule 6 (1) (a) en (b), klousule 25 (6) (p), tabelle 20 en 21 van klousule 40 en tabel 24 van klousule 43 en vir elke vakleerling gedurende die laaste jaar van sy leertyd; 13c per week vir elke werknemer vir wie lone voorgeskryf word in klousules 6 (1) (c), (d) of (e), 25 (6) (o), (t), (u) of (v), 31, 34, 36, tabelle 22 en 23 van klousule 40 en tabelle 25 tot 32 van klousule 43 van hierdie Ooreenkoms, en vir elke vakleerling gedurende die jare wat sy laaste leerjaar voorafgaan; en 9c per week vir elke arbeider in diens in die landdrostrikte genoem in klousule 46 van hierdie Ooreenkoms.

(2) Elke werkgever moet die som van 21c per week tot die Gesamentlike Werkloosheidsfonds van die Raad bydra ten opsigte van elke werknemer by hom in diens, wat lid is van die vakvereniging en vir wie lone voorgeskryf word in klousule 6 (1) (a) en (b), klousule 25 (6) (p), tabelle 20 en 21 van klousule 40 en tabel 24 van klousule 43; en 15c per week vir elke werknemer by hom in diens wat lid van die vakvereniging is en vir wie lone voorgeskryf word in klousules 6 (1) (c) of (d), 25 (6) (o), (t), (u) of (v), 31, 34, 36, tabelle 22 en 23 van klousule 40 en tabelle 25 tot 32 van klousule 43 van hierdie Ooreenkoms en vir elke vakleerling wat lid van die vakvereniging is.

(3) Elke werkgever moet R2.00 per week tot die Pensioenfonds van die Raad bydra ten opsigte van elke werknemer by hom in diens, wat lid van die vakvereniging is en vir wie lone voorgeskryf word in klousule 6 (1) (a) en (b), klousule 25 (6) (p), tabelle 20 en 21 van klousule 40 en tabel 24 van klousule 43; R1.00 per week ten opsigte van elke werknemer by hom in diens wat lid van die vakvereniging is, wat 2 jaar of meer ondervinding in die Nywerheid gehad het en vir wie lone voorgeskryf word in klousules 6 (1) (c) of (d), 25 (6) (o), (t), (u) of (v), 31, 34, 36, tabelle 22 en 23 van klousule 40 en tabelle 25 tot 32 van klousule 43 van hierdie Ooreenkoms; en 75c per week ten opsigte van elke vakleerling wat lid van die vakvereniging is.

(4) Elke werkgever moet 85c per week tot die mediese hulpfonds van die Raad bydra ten opsigte van elke werknemer by hom in diens, wat lid van die vakvereniging is en vir wie lone voorgeskryf word in klousule 6 (1) (a) en (b), klousule 25 (6) (p), tabelle 20 en 21 van klousule 40 en tabel 24 van klousule 43, en ten opsigte van elke vakleerling wat lid van die vakvereniging is en met sy laaste leerjaar besig is; 80c per week ten opsigte van elke werknemer by hom in diens wat lid van die vakvereniging is, wat 2 jaar of meer ondervinding in die Nywerheid gehad het en vir wie lone voorgeskryf word in klousules 6 (1) (c) of (d), 25 (6) (o), (t), (u) of (v), 31, 34, 36, tabelle 22 en 23 van klousule 40 en tabelle 24 tot 32 van klousule 43 van hierdie Ooreenkoms; en 'n dergelike bedrag van 80c per week ten opsigte van elke vakleerling, uitgesonderd 'n vakleerling in sy laaste leerjaar, wat by hom in diens is en lid van die vakvereniging is. Die by-

shall not be payable in respect of employees of the classes mentioned, who are members of Medical Aid Societies or similar organizations, which the Standing Committee, in its discretion, has registered for this purpose; and the deductions for the Medical Aid Fund mentioned in Section 21 hereof may not be made from the wages of such employees.

(5) Notwithstanding the provisions of sub-sections (1), (2), (3) and (4) the total contributions payable by an employer in Areas "B" and "C" in respect of each employee for whom wage rates are prescribed in Section 6 (1) (a) and (b), Section 25 (6) (p), Tables 20 and 21 of Section 40 and Table 24 of Section 43 of this Agreement shall be R2.89 per week. Such contributions shall be in respect of the General Fund 14c, the Joint Unemployment Fund 15c, the Pension Fund R1.75 and the Medical Aid Fund 85c. This provision shall cease to apply in respect of the present Area "C" on the 1st January, 1969, and in respect of the present Area "B" on the 1st January, 1970.

(6) (a) Where an employee has worked for 20 hours or more during any week, full contributions shall be paid in respect of that week. Should an employee have worked for less than 20 hours during any week no contributions are payable in respect of that week.

(b) Full contributions shall be paid in respect of any period during which an employee is on paid leave; provided, however, that no contributions are payable where the employee's absence is due to illness or because of injuries sustained in an accident.

19 CONTRIBUTION STAMPS

(1) In order to facilitate the payment of the contributions mentioned in Section 18 hereof, each employer, who has members of the Trade Union in his employ, shall purchase from the Council contribution stamps to enable him to comply with the provisions of Section 20 hereof. An employer may at any time obtain from the Council a refund of the value of any unused stamps, provided that any amount in respect of unused stamps not claimed within six months from date of expiration of this Agreement shall accrue to the various funds. The values of the various stamps required in respect of all contributions are as follows:

Journeymen and Perforator Operators in areas other than "B" and "C"	R3.23
Journeymen and Perforator Operators in areas "B" and "C" (subject to what is stated in Section 18 (5))	R2.89
Apprentices in their last year of apprenticeship ...	R1.92
Apprentices prior to their last year of apprenticeship ...	R1.83
Other employees with two years' experience or more in the Industry	R2.08
Other employees with less than two years' experience in the Industry	R0.28

(2) The values of the various stamps required in respect of employees, who are members of Medical Aid Societies registered with the Standing Committee in terms of Section 18 (4) hereof, are as follows:

Journeymen and Perforator Operators	R2.38
Apprentices in their last year of apprenticeship ...	R1.07
Apprentices prior to their last year of apprenticeship ...	R1.03
Other employees with two years' experience or more in the Industry	R1.28
Other employees with less than two years' experience in the Industry	R0.28

(3) Contributions to the General Fund in respect of employees who are not members of the Trade Union or of the Labourers' Benefit Fund shall be paid monthly by the employer to the Secretary of the Council at his address not later than 30 days after accrual.

An employer may make the following weekly deductions, being the employees' contribution to the General Fund from the wages of employees who are not members of the Trade Union or of the Labourers' Benefit Fund:

Employees other than Labourers and Screen Workers	5c
Screen Workers	3c
Labourers	2c

20. CONTRIBUTION BOOKS

(1) In respect of each member of the Trade Union employed by him, an employer shall keep in good order a contribution book, which shall be obtained by him from the official of the Trade Union, having jurisdiction over the area in which he carries on business, within one month from the date upon which this Agreement comes into operation, from the date upon which the employee concerned was engaged or the beginning of each calendar year, whichever may be the later. Within seven days of the end of each week he shall affix in the place indicated in the book a contribution stamp of the required value and shall cancel such stamp by marking thereon the name of his firm.

(2) Contribution books may be kept by the employer, but shall remain the property of the Council, and shall be subject to inspection at any time by persons appointed or authorized by the Standing Committee.

21. DEDUCTIONS

An employer may make the following weekly deductions being the employee's contribution to the various funds from the wages due to each of the employees concerned:

draes genoem in hierdie subklousule is nie betaalbaar nie ten opsigte van werknemers van die genoemde klasse, wat lede van mediese hulpverenigings of dergelike organisasies is, wat die Staande Komitee na goeddunke vir dié doel geregistreer het; en die aftrekkings vir die Mediese Hulpfonds in klousule 21 hiervan genoem mag nie van die lone van sodanige werknemers gedoen word nie.

(5) Ondanks die bepalinge van subklousules (1), (2), (3) en (4), is die totale bydraes betaalbaar deur 'n werkgewer in gebiede B en C ten opsigte van elke werknemer vir wie loontariewe voorgeskryf word in klousule 6 (1) (a) en (b), klousule 25 (6) (p), tabelle 20 en 21 van klousule 40 en tabel 24 van klousule 43 van hierdie Ooreenkoms, R2.89 per week. Dié bydraes moet ten opsigte van die Algemene Fonds 14c wees, die Gesamentlike Werkloosheidsfonds 15c, die Pensioenfonds R1.75 en die Mediese Hulpfonds 85c. Hierdie bepaling moet vanaf 1 Januarie 1969 nie verder op die huidige gebied C en vanaf 1 Januarie 1970 op die huidige gebied B van toepassing wees nie.

(6) (a) Wanneer 'n werknemer 20 uur of meer gedurende 'n week gewerk het, moet volle bydraes ten opsigte van daardie week betaal word. Indien 'n werknemer minder as 20 uur gedurende 'n week gewerk het, is geen bydraes ten opsigte van daardie week betaalbaar nie.

(b) Volle bydraes moet betaal word ten opsigte van enige tydperk waarin 'n werknemer met betaalde verlof is; met dien verstande egter dat geen bydraes betaalbaar is ingeval die werknemer se afwesigheid toe te skryf is aan siekte of beserings wat in 'n ongeluk opgedoen is nie.

19. BYDRAESEËLS

(1) Ten einde die betaling van die bydraes genoem in klousule 18 hiervan te vergemaklik, moet elke werkgewer wat lede van die vakvereniging in sy diens het, bydraeseëls van die Raad koop om hom in staat te stel om aan die bepalinge van klousule 20 hiervan te voldoen. 'n Werkgewer kan te eniger tyd van die Raad 'n terugbetaling kry van die waarde van ongebruikte seëls; met dien verstande dat enige bedrag ten opsigte van ongebruikte seëls wat nie binne 6 maande van die vervaldatum van hierdie Ooreenkoms geëis word nie, die verskillende fondse toekom. Die waardes van die verskillende seëls wat ten opsigte van alle bydraes nodig is, is soos volg:

Vakmanne en perforeermasjienbedieners in ander gebiede as B en C	R3.23
Vakmanne en perforeermasjienbedieners in gebiede B en C (behoudens klousule 18 (5))	R2.89
Vakleerlinge in hul laaste leerjaar	R1.92
Vakleerlinge vóór hul laaste leerjaar	R1.83
Ander werknemers met 2 jaar ondervinding of meer in die Nywerheid	R2.08
Ander werknemers met minder as 2 jaar ondervinding in die Nywerheid	R0.28

(2) Die waardes van die verskillende seëls wat vereis word ten opsigte van werknemers wat lede van mediese hulpfondse is wat ingevolge klousule 18 (4) hiervan by die Staande Komitee geregistreer is, is soos volg:

Vakmanne en perforeermasjienbedieners	R2.38
Vakleerlinge in hul laaste leerjaar	R1.07
Vakleerlinge vóór hul laaste leerjaar	R1.03
Ander werknemers met 2 of meer jare ondervinding in die Nywerheid	R1.28
Ander werknemers met minder as 2 jaar ondervinding in die Nywerheid	R0.28

(3) Bydraes tot die Algemene Fonds ten opsigte van werknemers wat nie lede van die vakvereniging of die Arbeidershulpfonds is nie, moet maandeliks deur die werkgewer aan die sekretaris van die Raad by sy adres nie later nie as 30 dae nadat dit opegehoop het, betaal word.

'n Werkgewer mag ondergenoemde weeklikse aftrekkings doen, d.w.s. aftrekkings wat die werknemer se bydrae tot die Algemene Fonds is, van die loon van werknemers wat nie lede van die vakvereniging of van die Arbeidershulpfonds is nie:

Ander werknemers as syskermwerkers	5c
Syskermwerkers	3c
Arbeiders	2c

20. BYDRAEBOEKE

(1) 'n Werkgewer moet ten opsigte van elke lid van die vakvereniging by hom in diens, 'n bydraeboek in goeie orde byhou, wat deur hom verkry moet word van die beaampte van die vakvereniging wat regsbevoegdheid het oor die gebied waarin hy besigheid doen, binne 1 maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, vanaf die datum waarop die betrokke werknemer in diens geneem is of die begin van elke kalenderjaar, naamlik die jongste datum. Binne 7 dae van die einde van elke week moet hy in die plek wat daarvoor aangedui is, 'n bydraeseël van die vereiste waarde in die boek plak en elke seël roeier deur die naam van sy firma daarop aan te bring.

(2) Bydraeboeke kan deur die werkgewer gehou word maar bly die eiendom van die Raad, en is onderworpe aan inspeksie te eniger tyd deur persone wat deur die Staande Komitee aangestel of gemagtig word.

21. AFTREKKINGS

'n Werkgewer mag ondergenoemde weeklikse aftrekkings, wat die werknemer se bydrae tot die verskillende fondse is, van die loon aftrek wat aan elk van die betrokke werknemers verskuldig is:

Value of Stamp	R3.23	R2.89	R2.08	R1.92	R1.83	R0.28	R2.38	R1.28	R1.07	R1.03
	R	R	R	R	R	R	R	R	R	R
Permissible Deductions:										
General Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Joint Unemployment Fund	0.08	0.05	0.04	0.05	0.04	0.04	0.08	0.04	0.05	0.04
Pension Fund	0.75	0.75	0.37½	0.37½	0.37½	—	0.75	0.37½	0.37½	0.37½
Medical Aid Fund	0.50	0.50	0.45	0.50	0.45	—	—	—	—	—
Total	1.38	1.35	0.91½	0.97½	0.91½	0.09	0.88	0.46½	0.47½	0.46½

Waarde van seel	R3.23	R2.89	R2.08	R1.92	R1.83	R0.28	R2.38	R1.28	R1.07	R1.03
	R	R	R	R	R	R	R	R	R	R
Toelaatbare aftrekkings:										
Algemene Fonds	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Gesamentlike Werkloosheidsfonds	0.08	0.05	0.04	0.05	0.04	0.04	0.08	0.04	0.05	0.04
Pensioenfonds	0.75	0.75	0.37½	0.37½	0.37½	—	0.75	0.37½	0.37½	0.37½
Mediese Bystandfonds	0.50	0.50	0.45	0.50	0.45	—	—	—	—	—
Totaal	1.38	1.35	0.91½	0.97½	0.91½	0.09	0.88	0.46½	0.47½	0.46½

22. DISPOSAL OF CONTRIBUTION BOOKS

(1) At the end of each calendar year, the contribution book of each employee for such year shall be forwarded by the employer to the local branch of the Trade Union so as to reach the Trade Union not later than the 31st January of the following year.

(2) On the termination of employment of an employee the employer concerned shall immediately forward the contribution book of such employee to the local branch of the Trade Union.

23. TRADE UNION MEMBERSHIP

(1) The employers shall co-operate with the employees in maintaining the discipline of the Trade Union. Where any employee who is a member of the Trade Union is in default under a penalty imposed by the Trade Union, the matter shall be dealt with by the Joint Board concerned, which may require the employer concerned to dismiss the employee in default if the penalty is not complied with.

(2) No employer, who is a member of either or both of the employer's organizations, shall engage or employ an employee for whom wages are prescribed by Sections 6 (1) (a), (b), (c) or (d), 25 (6) (o), (p), (t), (u) or (v), 25 (10) (g) (i), 31, 34, 36, 40 or 43 of this Agreement, unless such person is a member of the Trade Union or holds a provisional membership card or a working card of the Trade Union.

(3) Members of the Trade Union shall not accept employment with employers who are not members of one of the employers' organizations or who are under suspension by their organization.

(4) Foremen who do not work at their trade but are employed in a purely supervisory capacity shall be excluded from all the provisions of this section; provided that such foremen who are members of the Trade Union shall not be required to attend meetings of the Trade Union or be penalized for non-attendance at such meetings.

(5) The provisions of sub-sections (2) and (3) hereof shall not apply to:

- members of the Trade Union who are employed outside the Industry; or
- an employer who is a member of the employers' organizations, in relation to the continued employment of such employees, who, at 31st December, 1941, were exempted from membership of the Trade Union by the Council; or
- an employee, who is a member of the Trade Union, in relation to his continued employment by an employer who, at 31st December, 1941, was not a member of the employers' organizations; or
- persons employed in the Silk Screen Section of the Industry on the 31st December, 1963, who are not eligible for membership of the Trade Union.

24. TRAINING OF JOURNEMEN COMPOSITORS AS TYPESETTING MACHINE OPERATORS

(1) Employers providing facilities for training apprentices on typesetting machines shall also allow selected journeymen compositors opportunities (in the employee's own time) for training on machines, the cost of attendance being borne by such employees. Matter set during the period of training shall not be used.

(2) When such journeymen compositors have attained a speed of over 5,000 ens per hour they shall be given the first opportunity to work full time on the machines for a period of three months, during which they shall be paid not less than the minimum wages for journeymen. Upon the completion of the three months' period of training, they shall be regarded as qualified typesetting machine operators.

(3) The question of eligibility of compositors for training on typesetting machines shall be determined by the employer in consultation with the foreman and the Chapel.

22. BESKIKKING OOR BYDRAEOEKE

(1) Aan die einde van elke kalenderjaar moet die bydraeboek van elke werknemer vir daardie jaar deur die werkgewer aan die plaaslike tak van die vakvereniging gestuur word sodat dit die vakvereniging op of voor 31 Januarie van die volgende jaar bereik.

(2) By die diensbeëindiging van 'n werknemer moet die betrokke werkgewer onmiddellik die bydraeboek van dié werknemer aan die plaaslike tak van die vakvereniging stuur.

23. VAKVERENIGINGSLIDMAATSKAP

(1) Die werkgewers moet met die werknemers saamwerk vir die handhawing van die tug van die vakvereniging. Ingeval 'n werknemer wat lid van die vakvereniging is, weier om straf wat deur die vakvereniging opgelê is, te ondergaan, moet die saak behandel word deur die betrokke Gesamentlike Raad wat van die betrokke werkgewer kan eis om die werknemer, wat in gebreke is, te ontslaan indien die straf nie ondergaan word nie.

(2) Geen werkgewer wat lid van een of beide van die werkgewersorganisasies is, mag 'n werknemer in diens neem nie vir wie lone voorgeskryf word by klousules 6 (1) (a), (b), (c) of (d), 25 (6) (o), (p), (t), (u) of (v), 25 (10) (g) (i), 31, 34, 36, 40 of 43 van hierdie Ooreenkoms, tensy sodanige persoon lid van die vakvereniging is of 'n voorlopige lidmaatskapkaart of 'n werkkart van die vakvereniging het.

(3) Lede van die vakvereniging mag nie in diens tree by werkgewers wat nie lede van een van die werkgewersorganisasies is nie of wat deur hul organisasie geskors is.

(4) Voormanne wat nie hul bedryf beoefen nie, maar uitsluitlik in toesighoudende hoedanigheid in diens is, ressorteer onder geen bepaling van hierdie klousule nie; met dien verstande dat van voormanne wat lede van die vakvereniging is, nie vereis mag word om vergaderings van die vakvereniging by te woon nie en word hulle nie vir nie-bywoning van sulke vergaderings gepenaliseer nie.

(5) Die bepalings van subklousules (2) en (3) hiervan is nie van toepassing nie op:

- lede van die vakvereniging wat buite die Nywerheid in diens is; of
- 'n werkgewer wat lid van die werkgewersorganisasies is, in verband met die voortgesette diens van dié werknemers wat op 31 Desember 1941 van lidmaatskap van die vakvereniging vrygestel is deur die Raad; of
- 'n werknemer wat lid van die vakvereniging is, ten opsigte van sy voortgesette diens by 'n werkgewer wat op 31 Desember 1941 nie lid van die werkgewersorganisasies was nie; of
- persone in diens in die Syskermafdeling van die Nywerheid op 31 Desember 1963 wat nie vir lidmaatskap van die vakvereniging in aanmerking kan kom nie.

24. OPLEIDING VAN VAKMANSETTERS EN SETMASJIEBEDIENERS

(1) Werkgewers wat geriewe beskikbaar stel vir die opleiding van vakleerlinge op setmasjiene, moet ook aan uitgesoekte vakmansetters die geleentheid gee om (in die werknemer se tyd) op masjiene te oefen, en die koste van bediening moet deur sodanige werknemers gedra word. Werk wat gedurende die opleidingstyd geset word, mag nie gebruik word nie.

(2) Wanneer hierdie vakmansetters 'n snelheid van meer as 5,000 ens per uur bereik het, moet aan hulle die eerste kans gegee word om vir 'n tydperk van 3 maande voltyds met die masjiene te werk en gedurende dié tyd moet hulle minstens die minimum loon vir vakmansetters betaal word. Na voltooiing van die opleidingstyd van 3 maande word hulle as gekwalifiseerde setmasjienebedieners beskou.

(3) Die werkgewer moet in oorleg met die voorman en die Kapel bepaal of lettersetters vir opleiding op setmasjiene in aanmerking kan kom.

(4) This section shall not be applied so as to conflict with Section 25 (6) (a) and (b) of this Agreement, which provides for journeymen to be trained upon typesetting machines entirely at the employer's expense.

25. WORKING RULES

The working rules hereinafter set forth shall be observed by and be binding on both employers and employees in the Industry.

(1) (a) An employer shall not require an employee to pay and no employee shall pay for spoiled or damaged work, nor shall an employee be liable to pay for material or apparatus damaged in the ordinary course of business. Where an employer considers that spoilage or damage is due to negligence on the part of the employee he may report the matter to both the local Employers' Organization and the Branch Secretary of the Trade Union for the purpose of enquiry, after which the matter shall be reported to the Joint Board concerned which may recommend to the Standing Committee on what action should be taken.

(b) When an employee admits that the work was spoiled because of his negligence, he may, notwithstanding the provisions of sub-section (1) of Section 13, but subject to the provisions of sub-section (2) thereof, be required by his employer to do the work involved again outside ordinary hours of work and shall be paid in respect of time spent on such work at his normal rate of wages. No regard shall be had to such time for purposes of calculating overtime rates payable in terms of sub-section (1) of Section 13 hereof. Should any such instance arise the employer concerned shall immediately report the circumstances to the Joint Board concerned or the Standing Committee where no such Joint Board exists. If the Joint Board or Standing Committee is not satisfied that the work was spoiled because of the employee's negligence, it may call upon the employer to pay the employee such additional remuneration as would have been paid to him if the time spent on doing the work again had been regarded as overtime; and such additional remuneration shall then be paid by the employer. The provisions of this paragraph shall not apply in respect of apprentices, other than apprentices in their last year of apprenticeship.

(2) (a) No employer shall provide on his premises to other than apprentices or journeymen members of the Trade Union technical education or instruction in a trade designated under the Apprenticeship Act, 1944, and no employees other than those specified may so receive technical education or instruction, but this shall not debar any person on the administrative staff of an establishment from receiving instruction in costing and the technicalities of efficient management.

(b) No product of any technical class shall be taken over or used by any employer, nor shall such product be placed in competition with the products of private enterprise.

(3) (a) Employers shall restrict bronzing work as much as possible and no employer shall permit a journeyman or apprentice to be employed regularly in laying on or taking off at a machine, bronzing by hand, carrying sheets to a bronzing machine, dryer or similar appliance, or feeding a bronzing machine. No journeyman or apprentice shall be required to clean up a job or repair rollers, or hang up or take down paper for seasoning, while his machine is running. No employee shall perform any act in contravention of this sub-section.

(b) Employers shall restrict the use of injurious chemicals as much as possible, and, where chromic acid or other injurious corrosives (acid or alkali), specified as such by the Standing Committee are used, shall provide gloves for use by the employees working with such corrosives.

(c) As a protective measure against bi-chromate-poisoning and dermatitis, employers shall also supply the employees concerned, for use at the commencement of work, with a suitable skin protective substance such as is recommended by the medical profession as a safeguard against the attacks of virulent liquids.

(d) An employer shall provide separate sinks for operators and etchers, no operator to use the same sink as an etcher.

(e) An employer shall provide all employees who are required to work over sinks in darkrooms, etc., with waterproof aprons.

(f) Employers shall provide ventilating shafts and exhaust fans to carry off fumes from baths and make suitable provision for ventilation in dark-rooms.

(g) Employers shall keep etching baths as far as possible from other employees in the department.

(h) Employers shall ensure that when printing on metal is in progress the light used is shaded or adjusted in such manner as not to have a detrimental effect on the eyes of employees working in the department.

(i) Where ammonia is used as an aid to the development of photo-litho and Vandyke process plates, employers shall make provision for developing and etching baths to be in separate rooms where possible.

(4) Employers shall provide clean towels for use by employees.

(5) (a) Subject to the provisions of Section 25 (6) hereof, an employer shall not require or permit any person other than a journeyman compositor or compositor apprentice to do work which falls within the definition of composing in this sub-section. No employee other than a journeyman compositor or compositor

(4) Hierdie klousule mag nie só toegepas word dat dit in stryd is met klousule 25 (6) (a) en (b) van hierdie Ooreenkoms wat voorsiening maak vir die opleiding van vakmanne op setmasjiene geheel en al op koste van die werkgewer nie.

25. WERKREGLEMENT

Die werkreglement wat hieronder uiteengesit is, moet nagekom word deur en is bindend vir sowel werkgewers as werknemers in die Nywerheid.

(1) (a) 'n Werkgewer mag nie van 'n werknemer vereis om vir verknoeië of bekadigde werk te betaal nie, en 'n werknemer mag nie vir verknoeië werk betaal nie, en 'n werknemer mag nie aanspreeklik gehou word om te betaal vir materiaal of toestelle wat in die gewone loop van sake beskadig word nie. Ingeval 'n werkgewer van mening is dat knoeiwerk of skade die gevolg van nalatigheid aan die kant van die werknemer is, mag hy die saak aan sowel die plaaslike werkgewersorganisasie as die taksekretaris van die vakvereniging rapporteer met die doel om ondersoek in te stel. Hierna moet die saak aan die betrokke Gesamentlike Raad gerapporteer word en dié Raad mag by die Staande Komitee aanbeveel watter stappe gedoen behoort te word.

(b) Wanneer 'n werknemer erken dat die werk verknoei is as gevolg van sy nalatigheid, mag die werkgewer, ondanks die bepaling van subklousule (1) van klousule 13, maar behoudens die bepaling van subklousule (2) daarvan, die werknemer verplig om die betrokke werk weer te doen buite sy gewone werkure en moet hy hom vir die tyd aan sodanige werk bestee, teen die gewone loontarief betaal. Daar moet geen ag geslaan word op dié tyd vir die berekening van oortydтары wat betaalbaar is ingevolge die bepaling van subklousule (1) van klousule 13 hiervan nie. Indien so 'n geval hom sou voordoen, moet die betrokke werkgewer onmiddellik die omstandighede aan die betrokke Gesamentlike Raad of die Staande Komitee waar daar nie 'n Gesamentlike Raad is nie, rapporteer. As die Gesamentlike Raad of Staande Komitee nie oortuig is dat die werk verknoei is as gevolg van die werknemer se nalatigheid nie, mag hy die werkgewer aansê om aan die werknemer sodanige bykomende besoldiging te betaal as wat aan hom betaal sou gewees het as die tyd wat hy bestee het om die werk oor te doen, as oortyd beskou is; en sodanige bykomende besoldiging moet dan deur die werkgewer betaal word. Die bepaling van hierdie paragraaf is nie van toepassing op vakleerlinge nie, uitgesonderd vakleerlinge in hul laaste leerjaar.

(2) (a) Geen werkgewer mag op sy persele aan iemand anders as vakleerlinge of vakmanlede van die vakvereniging tegniese onderwys of opleiding in 'n bedryf, aangewys ingevolge die Wet op Vakleerlinge, 1944, gee nie en geen ander werknemers as die genoemdes, mag tegniese onderwys of opleiding aldus ontvang nie, maar dit belet geen lid van die administratiewe personeel van 'n inrigting om vir koste berekening en die tegniek van doeltreffende bestuur opgelei te word nie.

(b) Geen produk van 'n tegniese klas mag deur 'n werkgewer oorgeneem of gebruik word nie, en dié produk mag ook nie met werk van private ondernemings meeding nie.

(3) (a) Werkgewers moet bronswerk soveel moontlik beperk en geen werkgewer mag 'n vakman of vakleerling toelaat om gereeld besig te wees met die op- of afneem van papier by 'n masjiene nie, bronswerk met die hand doen, velle na 'n bronsmasjiene, droogmasjiene of dergelike toestel dra of 'n bronsmasjiene voer nie. Van geen vakman of vakleerling mag vereis word dat hy 'n stuk werk opruim of rollers herstel of papier ophang of afneem wat gedroog moet word, terwyl sy masjiene loop nie. Geen werknemer mag werk in stryd met hierdie subklousule verrig nie.

(b) Werkgewers moet die gebruik van skadelike chemikalieë vir sover moontlik beperk en wanneer chroomsuur of ander skadelike bytmiddels (suur of alkalies), deur die Staande Komitee as sodanig gespesifiseer, gebruik word, moet hy handskoene verskaf vir die gebruik van werknemers wat met sulke bytmiddels werk.

(c) As 'n beskerming teen bichromaatvergiftiging en huidontsteking, moet werkgewers ook die werknemers by die aanvang van die werk voorsien van 'n geskikte huidbeskermingsmiddel wat deur die mediese beroep as 'n beskerming teen bytende vloeistowwe aanbeveel word.

(d) 'n Werkgewer moet afsonderlike wasbakke vir bedieners en eters verskaf en geen bediener mag toegelaat word om dieselfde wasbak as 'n etser te gebruik nie.

(e) 'n Werkgewer moet alle werknemers wat oor wasbakke in donkerkamers, ens. moet werk, van waterdigte voorskote voorsien.

(f) Werknemers moet sorg vir ventilasiekanale en uitsuigwaaiers om dampe van suurbaddens af weg te voer en om donkerkamers te ventileer.

(g) Werkgewers moet etsbaddens vir sover moontlik van ander werknemers in dié afdeling weghou.

(h) Tydens metaaldrukwerk moet werkgewers sorg dat die lig wat gebruik word, afgeskerm of op so 'n wyse gestel word dat dit geen nadelige invloed uitoefen op die oë van werknemers wat in dié afdeling werk nie.

(i) Waar ammoniak gebruik word as 'n hulpmiddel om fotolito- en Vandyke-prosesplate te ontwikkel, moet werkgewers, waar moontlik, sorg dra dat ontwikkel- en etsbaddens in afsonderlike kamers is.

(4) Werkgewers moet skoon handdoeke aan werknemers verskaf.

(5) (a) Behoudens die bepaling van klousule 25 (6) hiervan mag geen werkgewer enigiemand anders as 'n vakmansetter of vakleerlingsetter, werk laat verrig wat onder die woordomskriving „set” in hierdie subklousule val nie. Geen ander werknemer as 'n vakmansetter of vakleerlingsetter mag sulke werk doen nie. 'n

apprentice shall perform any such work. A journeyman or apprentice in the trades of composing (including machine minding) or machine minding (including composing), when employed in Area B or C, shall for the purposes of this paragraph be deemed to be a journeyman or apprentice compositor. Similarly in connection with carton manufacture a journeyman or apprentice carton maker shall for the purposes of this paragraph be deemed to be a journeyman or apprentice compositor.

"Composing" means work which embraces in whole or in part the operation of typesetting or photosetting machines, and/or the setting or arranging of type (including the product of typesetting and typesetting machines), blocks, plates and/or other necessary materials into a position for printing or embossing or making of rubber stamps therefrom (including type for the Gammeter Multigraph and similar printing machines) and/or the distribution of such material after use and shall include the setting and preparation of formes, whether of wood or metal base used for cutting and/or creasing fibre and/or cardboard (corrugated or otherwise) and/or paper and/or any compound of paper and/or any like material a consistent part of which is fibre and/or cardboard and/or paper and/or any compound of paper for the manufacture of cartons and containers.

(b) General assistants may be employed upon wrapping up of type for storage purposes; looking out standing matter and pulling proofs thereof; pulling proofs by hand of solid matter in galley form; pulling page proofs in newspaper establishments; and/or breaking up machine set matter for remelting; and, if so employed, shall be paid at not less than the following rates:

Where employee has had less than one year's experience on such work: Rate for the area concerned mentioned in Table 9 of this Agreement for fourth year of experience.

Where employee has had one year's experience or more on such work: Highest rate for the area concerned mentioned in Table 9 of this Agreement.

(6) (a) Journeymen compositors when employed temporarily on typesetting machines shall be paid for all time worked on the machine at not less than the hourly rate applicable to typesetting machine operators, calculated in terms of Section 6 (5) of this Agreement; provided, however, that if a compositor is employed on a type setting machine for more than 20 hours in one working week, he shall be paid at the rate applicable to typesetting machine operators for the whole of that week. Typesetting machine operators employed temporarily on hand composing shall be paid at the rate applicable to typesetting machine operators.

(b) Journeymen compositors, when transferred from hand composing for the purpose of learning typesetting machine operating, shall be entitled to 12 months' tuition, during which period they shall be paid not less than the minimum rate of wages for journeymen compositors.

(c) No typesetting machine operator shall be required by an employer to produce a fixed amount of work, and no system of bonus or other payments which offer inducements to undue competition shall be agreed upon between an employer and employee.

(d) Subject to the provisions of paragraph (e) hereof, no typesetting machine operator shall be required by an employer to do mechanic's or labourer's work; provided, however, that this subsection shall not be so construed as to prohibit an operator from affording mechanical assistance in an emergency; and provided further that the provisions of this sub-section shall not apply in respect of operators of Typograph composing machines employed in Areas B and C.

(e) In establishments where seven or more typesetting machines are in use a full-time printers' mechanic shall be employed. In establishments where no mechanic is employed at least one typesetting machine operator on day or night shift as the case may be, shall be appointed and paid as an operator-mechanic. The provisions of this sub-section shall not apply in respect of Typograph composing machines in establishments in Areas B and C.

(f) The duties of a Monotype caster minder mechanic include not only those of a Monotype caster attendant but also the dismantling and assembling of moulds, cleaning pin blocks, the making of all mechanical adjustments and the replacement of worn parts, general maintenance and the dismantling and erection of Monotype Keyboards and Casters. He shall have knowledge of the lay-out of the case and the different type sizes. Unless otherwise stated in this Agreement an employee who is not of such a class shall not be required or permitted to perform such work.

(g) Except for the purpose of carrying out the duties mentioned in the definition of that class of employee, a Monotype caster attendant shall not be required or permitted by his employer to make any mechanical adjustments or repairs to any typesetting machinery.

(h) Except in cases of emergency a Monotype caster attendant shall not be required or permitted by his employer to be in attendance on more than two casting machines. Should such an employee be in attendance on more than two machines, he shall be paid additional remuneration for each day or portion of a day, on which he was in attendance on more than two machines, at the rate of R2.00 per week.

(i) While in attendance on casting machines, a Monotype caster attendant shall be under the supervision of a journeyman or an apprentice.

(j) Where there are two, three or four Monotype casting machines installed, a journeyman Monotype caster minder mechanic shall be employed. For each additional four machines (or part thereof) above four an additional journeyman Monotype caster minder mechanic or apprentice to that trade shall be employed. Subject to the provisions of paragraph (h), no em-

Vakman of vakleerling in die bedrywe setwerk (met inbegrip van masjiensbediening) of masjiensbediening (met inbegrip van setwerk), wanneer in gebied B of C in diens, word vir die toepassing van hierdie paragraaf as 'n vakman- of vakleerlingsetter beskou. Insgelyks moet 'n vakman- of vakleerling-kartonhouermaker, in verband met kartonhouervervaardiging, vir die toepassing van hierdie paragraaf 'n vakman- of vakleerlingsetter geag word.

"Set" beteken werk wat uitsluitlik of gedeeltelik die bediening van lettersetmasjiene of fotosetmasjiene omvat en/of die set of in posisie rangskik van setsel (met inbegrip van die produk van set-en lettergietmasjiene), blokke, plate en/of ander nodige materiaal vir druk- of embosseerwerk of die maak van rubberstempels daarvan (met inbegrip van setsel vir die Gammeter Multigraph en soortgelyke drukmasjiene) en/of die opruim van die materiaal na gebruik en sluit die stel en voorbereiding van galeivorms in, hetsy met hout- of metaalbome wat by die sny en/of plooi van veselstof en/of karton (geriffel of andersins) en/of papier en/of enige samestelling van papier en/of soortgelyke materiaal waarvan veselstof en/of karton en/of papier en/of enige samestelling van papier 'n deel uitmaak, wat vir die vervaardiging van kartonne en kartonhouers gebruik word.

(b) Algemene assistente mag in diens wees vir die toedraai van setsel om gebêre te word; uitsoek van staande setsel en proewe daarvan trek; proewe van platsetsel in galeivorm met die hand trek; bladsyproewe in nuusbladindrigtings trek; en/of masjiensetsel opbreuk om weer gesmelt te word; en, indien só in diens, moet hulle teen minstens onderstaande tariewe betaal word:

As werknemer minder as 1 jaar ondervinding van dié werk het: Tarief vir betrokke gebied genoem in tabel 9 van hierdie Ooreenkoms van 4de jaar ondervinding.

As werknemer 1 jaar of meer ondervinding van dié werk gehad het: Hoogste skaal vir die betrokke gebied genoem in Tabel 9 van hierdie Ooreenkoms.

(6) (a) Vakmansetters moet, wanneer hulle tydelik met setmasjiene werk, betaal word vir alle tyd met dié masjiensetwerk, teen minstens die uurtarief van toepassing op setmasjiensetters, bereken kragtens klousule 6 (5) van hierdie Ooreenkoms; met dien verstande egter dat as 'n setter langer as 20 uur in 1 werkweek met 'n setmasjiensetwerk, hy betaal moet word teen die tarief van toepassing op setmasjiensetters vir daardie hele week. Setmasjiensetters wat tydelik handsetwerk doen, moet betaal word teen die tarief van toepassing op setmasjiensetters.

(b) Vakmansetters is, by oorpasing van hand- na masjiensetwerk, met die doel om laasgenoemde aan te leer, geregtig op 12 maande opleiding en gedurende dié tydperk moet hulle teen minstens die minimum loontarief vir vakmansetters betaal word.

(c) 'n Werkgewer kan nie van 'n setmasjiensetters vereis om 'n bepaalde hoeveelheid werk te lewer en geen stelsel van bonusse of ander betalings, wat oorhaastige wedywering aanmoedig, mag tussen 'n werkgewer en 'n werknemer aangegaan word nie.

(d) Behoudens paragraaf (e) hiervan mag geen setmasjiensetters deur 'n werkgewer verplig word om die werk van 'n werktuigkundige of arbeider te verrig nie; met dien verstande egter dat hierdie subklousule nie so uitgelê moet word dat dit 'n bediener verbied om werktuigkundige hulp in geval van nood te verleen nie; en voorts met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is op bedieners van Typograph-setmasjiene in diens in gebiede B en C nie.

(e) In inrigtings waar 7 of meer setmasjiene gebruik word, moet 'n voltydse drukkerswerktuigkundige in diens wees. In inrigtings waar geen werktuigkundige in diens is nie moet minstens 1 setmasjiensetters, op dag- of nagskof, na gelang van die geval, aangestel en as 'n bediener-werktuigkundige besoldig word. Die bepalings van dié subklousule is nie van toepassing ten opsigte van Typograph-setmasjiene in inrigtings in gebiede B en C nie.

(f) Die pligte van 'n Monotype-gietmasjiensetters sluit nie net dié van 'n Monotype-gietmasjiensetters in nie maar ook die uitmekaarhaal en inmeekaarsit van gietvorms, penblokke skoonmaak, alle meganiese verstellings doen en die vervanging van geslyte onderdele, algemene onderhoud en die uitmekaarhaal en inmeekaarsit van Monotype-toetsborde en -gietmasjiene. Hy moet kennis dra van die rangskikking van die kas en die verskillende lettergroottes. Tensy anders in hierdie Ooreenkoms gemeld, mag 'n werknemer wat nie in so 'n kas val nie, nie verplig of toegelaat word om dié werk te doen nie.

(g) Behalwe om die pligte uit te voer wat genoem word in die woordomskrif van daardie klas werknemer, mag 'n Monotype-gietmasjiensetters nie deur sy werkgewer verplig of toegelaat word om werktuigkundige verstellings of herstelwerk op lettergietmasjienerie uit te voer nie.

(h) Behalwe in noodgevalle mag 'n Monotype-gietmasjiensetters nie deur sy werkgewer verplig of toegelaat word om met meer as 2 gietmasjiene te werk nie. Ingeval so 'n werknemer met meer as 2 masjiene werk, moet hy ekstra besoldiging betaal word teen R2 per week vir elke dag of deel van 'n dag waarop hy met meer as 2 masjiene gewerk het.

(i) Terwyl 'n Monotype-gietmasjiensetters met gietmasjiene werk, moet hy onder toesig van 'n vakman of 'n vakleerling staan.

(j) Waar daar 2, 3 of 4 Monotype-gietmasjiene geïnstalleer is, moet 'n vakman-bedienerwerktuigkundige van Monotype-gietmasjiene in diens wees. Vir elke bykomende 4 masjiene (of gedeelte daarvan) bo 4, moet 'n bykomende vakman-bedienerwerktuigkundige van Monotype-gietmasjiene of vakleerling in daardie bedryf, in diens wees. Behoudens die bepalings van paragraaf (h),

ployee, including Monotype caster minder mechanics or apprentices to that trade, shall be allowed to be in attendance on more than two casting machines.

(k) In single installations of not more than one composition caster, the keyboard operator may act as the mechanic. In establishments where there is only one super caster, and no keyboard is installed, a Monotype caster attendant may operate the machine under the supervision of a journeyman Monotype caster minder mechanic, printer's mechanic or a journeyman connected with typesetting. In such cases the employer shall notify the Local Joint Board, forthwith, of the name of the journeyman selected for such supervisory duties, or where no Joint Board has jurisdiction, he shall notify the Standing Committee. Notwithstanding the provisions of this sub-section it shall not be necessary for an employer to replace the journeyman selected for the supervisory duties mentioned during the absence of such journeyman from work for any period not exceeding four weeks.

(l) Wherever possible, employees employed as Monotype caster attendants shall be given the first opportunity by the management concerned to attain journeyman status before application is made for authority to engage an apprentice.

(m) An employer shall not permit any employee, other than a Journeyman or Apprentice Compositor (Typesetting Machine Operator), Perforator Operator or a Learner Perforator Operator to operate a Teletypesetter Perforator Keyboard. No other employee shall do such work.

(n) Typesetting Machine Operators, who wish to gain experience on the Teletypesetter Perforator Keyboard, shall be afforded the opportunity of doing so in their own time, provided that the matter set shall not be used.

(o) The period of training of Learner Perforator Operators shall be 12 months and during that period no employer shall pay and no such employee shall accept wages at less than the following weekly rates:

First 3 months ...	60% of Scale 1, Table 1
Second 3 months ...	70% of Scale 1, Table 1
Third 3 months ...	80% of Scale 1, Table 1
Fourth 3 months ...	90% of Scale 1, Table 1

(p) On completion of his period of training a Learner Perforator Operator shall undergo a trade test set by his employer and on attaining a standard of at least 12,000 ens of corrected matter per hour shall be regarded as a Perforator Operator. Subject to the provisions of paragraph (q) hereof, a Perforator Operator shall be paid at not less than the rate of wages prescribed by Scale 1 of Table 1 of this Agreement.

(q) The following provisions shall apply in respect of equipment installed—

- (i) Installation of 1 Perforator and/or 1 Caster: Either a Journeyman Typesetting Machine Operator or a Perforator Operator, paid at not less than Scale 3 of Table 1, may be employed on the keyboard. If a Journeyman Typesetting Machine Operator is employed on the keyboard, he may also supervise and operate the Caster. A Perforator Operator may not supervise or operate the caster but any other Journeyman Typesetting Machine Operator or Printers' Mechanic may do so.
- (ii) Installation of 2 Perforators and 1 Caster: Either a Journeyman Typesetting Machine Operator or a Perforator Operator, paid at not less than Scale 3 of Table 1, must be employed on one keyboard, while a Perforator Operator, paid at not less than Scale 1 of Table 1 or a Learner Perforator paid at not less than as set out in paragraph (o) may be employed on the other keyboard. If a Journeyman Typesetting Machine Operator is employed on the one keyboard, he, or any other Journeyman Typesetting Machine Operator or Printers' Mechanic, may supervise and operate the caster. A Perforator Operator may not do so.
- (iii) Installation of 3 Perforators and 2 Casters: Either a Journeyman Typesetting Machine Operator or a Perforator Operator, paid at not less than Scale 3 of Table 1, must be employed on one keyboard, while Perforator Operators paid at not less than Scale 1 of Table 1 or Learner Perforator Operators paid not less than as set out in paragraph (o) may be employed on the other perforators. A Journeyman Typesetting Machine Operator, other than one who might be employed on a keyboard, or a Printers' Mechanic must supervise and operate the two casters.
- (iv) The above ratios apply *pro rata* to larger installations.
- (v) A perforator may be operated by an apprentice compositor at his normal rate of pay but he shall not be regarded as a Journeyman or as a Perforator Operator paid at not less than Scale 3 of Table 1 for the ratio provision in respect of perforating.
- (vi) A Journeyman Printers' Mechanic employed on supervising or operating a caster or casters in terms of this paragraph shall not perform any other work while the caster or casters are in operation.

(r) Subject to the provisions of paragraphs (f), (u), (v) and (w) hereof, an employer shall not permit an employee, other than a journeyman or apprentice compositor to operate photo-setting equipment. No other employee shall perform such work.

mag geen werknemer, met inbegrip van bedienerwerktuigkundiges van Monotype-gietmasjiene of vakleerlinge in daardie bedryf, toegelaat word om meer as 2 gietmasjiene te bedien nie.

(k) In enkel installasies van hoogstens een setselgietmasjiene mag die toetsbordbediener as werktuigkundige optree. In inrigtings waar daar net een Super-gietmasjiene is en geen toetsbord geïnstalleer nie, mag 'n Monotype-gietmasjienebediener die masjiene bedien onder die toesig van 'n vakman-bedienerwerktuigkundige van Monotype-gietmasjiene, drukkerswerktuigkundige of 'n vakman wat aan setwerk verbonde is. In sulke gevalle moet die werkgewer die plaaslike Gesamentlike Raad onmiddellik in kennis stel van die naam van die vakman wat vir dié toesighoudende pligte gekies is, of waar daar geen Gesamentlike Raad met regsbevoegdheid is nie, moet hy die Staande Komitee in kennis stel. Ondanks die bepalings van hierdie subklousule moet dit nie nodig vir 'n werkgewer wees om die vakman wat vir die gemelde toesighoudende pligte aangewys is, gedurende die afwesigheid van dié vakman van sy werk vir hoogstens 4 weke, te vervang nie.

(l) Waar dit ook al moontlik is, moet werknemers wat tans in diens is as Monotype-gietmasjienebedieners die eerste die beste geleentheid deur die betrokke bestuur gegee word om vakman-status te verkry voordat aansoek gedoen word om 'n vakleerling in diens te neem.

(m) 'n Werkgewer mag nie 'n ander werknemer as 'n vakman of vakleerlingsetter (setmasjienebediener), perforeermasjienebediener of 'n leerling-perforeermasjienebediener toelaat om 'n Teletypesetter-perforeermasjiene toetsbord te bedien nie. Geen ander werknemer mag dié werk verrig nie.

(n) Setmasjienebedieners, wat graag ondervinding met die Teletypesetter-perforeermasjiene toetsbord wil opdoen, moet die geleentheid gegee word om dit in hul eie tyd te doen, met dien verstande dat die setsel nie gebruik mag word nie.

(o) Die leertyd van leerling-perforeermasjienebedieners is 12 maande en in dié tydperk mag geen werkgewer laer loontariewe as onderstaande weeklikse tariewe betaal en mag geen werknemer dit aanneem nie:

Eerste 3 maande ...	60% van Skaal 1, Tabel 1
Tweede 3 maande ...	70% van Skaal 1, Tabel 1
Derde 3 maande ...	80% van Skaal 1, Tabel 1
Vierde 3 maande ...	90% van Skaal 1, Tabel 1

(p) By voltooiing van sy leertyd moet 'n leerling-perforeermasjienebediener 'n bedryfstoets ondergaan wat deur sy werkgewer afgeneem word en indien hy 'n standaard van minstens 12,000 ens verbeterde setsel per uur behaal, moet hy as 'n perforeermasjienebediener geag word. Behoudens die bepalings van paragraaf (q) hiervan moet 'n perforeermasjienebediener minstens die loontarief betaal wat by skaal 1 van tabel 1 van hierdie Ooreenkoms voorgeskryf word.

(q) Onderstaande bepalings is van toepassing ten opsigte van uitrusting geïnstalleer:

- (i) Installasies met 1 perforeermasjiene en/of 1 gietmasjiene: Of 'n vakman-setmasjienebediener of 'n perforeermasjienebediener, besoldig teen minstens skaal 3 van tabel 1 mag by die toetsbord in diens wees. As 'n vakmansetmasjienebediener die toetsbord bedien, mag hy ook toesig oor die gietmasjiene hou en dit bedien. 'n Perforeermasjienebediener mag nie toesig oor die gietmasjiene hou of dit bedien nie maar enige ander vakman-setmasjienebediener of drukkerswerktuigkundige mag dit doen.
- (ii) Installasies met 2 perforeermasjiene en 1 gietmasjiene: Of 'n vakman-setmasjienebediener of 'n perforeermasjienebediener, besoldig teen minstens skaal 3 van tabel 1, moet by 1 toetsbord in diens wees, terwyl 'n perforeermasjienebediener, besoldig teen minstens skaal 1 van tabel 1 of 'n leerling-perforeermasjienebediener besoldig teen minstens die loon genoem in paragraaf (o), die ander toetsbord mag bedien. As 'n vakman-setmasjienebediener by die een toetsbord in diens is, mag hy of enige ander vakman-setmasjienebediener of drukkerswerktuigkundige, toesig oor die gietmasjiene hou en dit bedien. 'n Perforeermasjienebediener mag dit nie doen nie.
- (iii) Installasies met 3 perforeermasjiene en 2 gietmasjiene: Of 'n vakman-setmasjienebediener of 'n perforeermasjienebediener, besoldig teen minstens skaal 3 van tabel 1, moet een toetsbord bedien, terwyl perforeermasjienebedieners, besoldig teen minstens skaal 1 van tabel 1 of leerling-perforeermasjienebedieners, besoldig teen minstens die loon genoem in paragraaf (o), die ander perforeermasjiene mag bedien. 'n Vakman-setmasjienebediener, uitgesonderd een wat 'n toetsbord mag bedien, of 'n drukkerswerktuigkundige, moet toesig oor die twee gietmasjiene hou en hulle bedien.
- (iv) Bogenoemde getalsverhouding is *pro rata* van toepassing op groter installasies.
- (v) 'n Perforeermasjiene mag deur 'n vakleerlingsetter teen sy gewone loontarief bedien word, maar hy moet nie as 'n vakman of as 'n perforeermasjienebediener geag word wat teen minstens skaal 3 van tabel 1 vir die verhoudingsbepaling ten opsigte van perforeerwerk besoldig word nie.
- (vi) 'n Vakman-drukperswerktuigkundige in diens op toesigwerk of vir die bediening van 'n gietmasjiene of -masjiene kragtens hierdie paragraaf mag geen ander werk verrig terwyl die gietmasjiene of -masjiene werk nie.

(r) Behoudens die bepalings van paragrafe (f), (u), (v) en (w) hiervan, mag 'n werkgewer nie 'n ander werknemer as 'n vakman of vakleerlingsetter toelaat om fotosetuitrusting te bedien nie. Geen ander werknemer mag sulke werk verrig nie.

(s) A journeyman compositor employed on the keyboard of equipment, such as the Monophoto, Linofilm, Lumitype or Photosetter, which provides for the control of variable justification, selection of design, style and size of lettering and the position of the lettering by the operator, shall be paid at not less than the rate for the area concerned prescribed by Scale 3 of Table 1 of this Agreement. A journeyman compositor employed on any other photo-setting equipment shall be paid at not less than the rate prescribed for the area concerned by Scale 1 of Table 1 of this Agreement.

(t) Notwithstanding the provisions of paragraphs (r) and (s) hereof, a general assistant paid at not less than the rate prescribed for the area concerned by Table 4 of this Agreement may be employed on the production, by the principle of contact printing, of lettering on film, paper, or similar material, by the use of negatives or positives by means of the Filmo-type, Headliner, Prototype or any other machine which may be specified by the Standing Committee from time to time.

(u) Notwithstanding the provisions of paragraph (r) hereof, an employee paid at not less than the rate prescribed for the area concerned by Table 3 of this Agreement may be employed on producing copy or plates by means of any type of typewriter, including electric typewriters providing for limited control of variable justification and selection of lettering and style, which copy is intended to be used for reproduction. Such an employee may not be employed on the production of punched tapes for use on photo-setting or typesetting equipment.

(v) Notwithstanding the provisions of paragraph (r) hereof, a monotype caster attendant, or a general assistant, paid at the rates specified below may operate all equipment used to expose on film, or similar material from punched or electronic origination material, develop and process the film, or similar material, so exposed and make copies therefrom by means of a contact copying machine for the purposes of proofreading or otherwise. An employee employed on this work shall work under the supervision of a journeyman compositor or monotype caster minder mechanic and shall be paid at not less than the following weekly wage rates which are inclusive of cost-of-living allowance:

Where an employee has had 3 years' or more experience as a monotype caster attendant:—

Area.	DAY WORK	NIGHT WORK
	R	R
B	20.80	22.59
C	21.22	23.12
D	23.12	25.29
E	24.87	27.29
F	25.50	28.05
G	25.50	28.05
Ga	26.87	29.61
H	30.19	33.45

Where the employee has had less than 3 years' experience as a monotype caster attendant:—

DAY WORK.				
Area.	First year.	Second year.	Third year.	Thereafter
	R	R	R	R
B	16.63	18.93	20.38	20.80
C	17.08	19.35	20.80	21.22
D	19.32	20.86	22.70	23.12
E	19.80	21.70	24.45	24.87
F	20.92	22.67	25.08	25.50
G	20.92	22.67	25.08	25.50
Ga	22.73	24.33	26.45	26.87
H	23.04	23.39	27.42	30.19

NIGHT WORK.				
Area.	First year.	Second year.	Third year.	Thereafter.
	R	R	R	R
B	17.90	20.22	22.16	22.59
C	18.35	20.65	22.70	23.12
D	20.65	22.40	24.87	25.29
E	21.19	23.39	26.87	27.29
F	22.40	24.45	27.63	28.05
G	22.40	24.45	27.63	28.05
Ga	24.45	26.42	29.19	29.61
H	24.87	25.33	30.28	33.45

(w) Notwithstanding anything to the contrary herein contained, punched tape produced on teletypesetter perforators, operated by employees of a class mentioned in paragraph (m) hereof, may be used for the purposes of photosetting.

(x) A journeyman compositor may do film make-up, including corrections.

(s) 'n Vakmansetter in diens by die toetsbord van uitrusting soos die Monophoto, Linofilm, Lumitype of Photosetter, wat voorsiening maak vir die beheer van wisselbare justering, keuse van ontwerp, styl en grootte van letters en die posisie van die letters deur die bediener, moet betaal word teen minstens die tarief vir die betrokke gebied voorgeskryf by skaal 3 van tabel 1 van hierdie Ooreenkoms. 'n Vakmansetter in diens op enige ander fotosetuitrusting moet betaal word teen minstens die tarief voorgeskryf vir die betrokke gebied by skaal 1 van tabel 1 van hierdie Ooreenkoms.

(t) Ondanks die bepalings van paragrawe (r) en (s) hiervan, mag 'n algemene assistent wat betaal word teen minstens die tarief wat vir die betrokke gebied by tabel 4 van hierdie Ooreenkoms voorgeskryf word, in diens wees by die produksie, deur die beginsel van kontakafdrukwerk, van letterwerk op film, papier of soortgelyke materiaal, deur die gebruik van negatiewe of positiewe deur middel van die Filmo-type, Headliner, Prototype of enige ander masjien wat van tyd tot tyd deur die Staande Komitee gespesifiseer mag word.

(u) Ondanks die bepalings van paragraaf (r) hiervan, mag 'n werknemer wat betaal word teen minstens die tarief wat vir die betrokke gebied by tabel 3 van hierdie Ooreenkoms voorgeskryf word, in diens wees by die produksie van kopie of plate deur middel van enige soort tikmasjien, met inbegrip van elektriese tikmasjiene wat voorsiening maak vir beperkte beheer van wisselbare justering en keuse van letters en styl, indien sodanige kopie bedoel is om vir reproduksie gebruik te word. So 'n werknemer mag nie in diens wees by die produksie van geponste bande vir gebruik op fotoset- of lettersetuitrusting nie.

(v) Ondanks die bepalings van paragraaf (r) hiervan, mag 'n Monotype-gietmasjienbediener, of 'n algemene assistent, wat betaal word teen die tariewe hieronder gespesifiseer, alle uitrusting bedien wat gebruik word om op film te belig, of op dergelike materiaal wat sy oorsprong het van geponste of elektroniese materiaal, die film ontwikkel en verwerk, of dergelike materiaal, wat aldus belig is en kopieë daarvan maak deur middel van 'n kontakkopieermasjien vir die doel van proewe lees of andersins. 'n Werknemer in diens by hierdie werk moet onder toesig wees van 'n vakmansetter of Monotype-gietbedienerwerktuigkundige en moet betaal word teen minstens onderstaande weekloontariewe wat lewenskostetoelae insluit:

Indien 'n werknemer 3 jaar of meer ondervinding as 'n Monotype-gietmasjienbediener gehad het:—

Gebied.	DAGWERK.	NAGWERK.
	R	R
B	20.80	22.59
C	21.22	23.12
D	23.12	25.29
E	24.87	27.29
F	25.50	28.05
G	25.50	28.05
Ga	26.87	29.61
H	30.19	33.45

Indien die werknemer minder as 3 jaar ondervinding as 'n Monotype-gietmasjienbediener gehad het:—

DAGWERK.				
Gebied.	1ste jaar.	2de jaar.	3de jaar.	Daarna.
	R	R	R	R
B	16.63	18.93	20.38	20.80
C	17.08	19.35	20.80	21.22
D	19.32	20.86	22.70	23.12
E	19.80	21.70	24.45	24.87
F	20.92	22.67	25.08	25.50
G	20.92	22.67	25.08	25.50
Ga	22.73	24.33	26.45	26.87
H	23.04	23.39	27.42	30.19

NAGWERK.				
Gebied.	1ste jaar.	2de jaar.	3de jaar.	Daarna.
	R	R	R	R
B	17.90	20.22	22.16	22.59
C	18.35	20.65	22.70	23.12
D	20.65	22.40	24.87	25.29
E	21.19	23.39	26.87	27.29
F	22.40	24.45	27.63	28.05
G	22.40	24.45	27.63	28.05
Ga	24.45	26.42	29.19	29.61
H	24.87	25.33	30.28	33.45

(w) Ondanks andersluidende bepalings hierin, mag geponste band wat geproduseer word op Teletype-setperforeermasjiene, bedien deur werknemers van 'n klas genoem in paragraaf (m) hiervan, vir doeleindes van fotosetwerk gebruik word.

(x) 'n Vakmansetter mag filmopmaakwerk doen, met inbegrip van korreksiewerk.

(7) (a) An employer shall not permit any employee to occupy and no employee shall so occupy the position of proof-reader unless he is a journeyman proof-reader, an apprentice to that trade or a journeyman compositor. In establishments where no permanent proof-reader is employed, an employer shall not permit proofs to be read by any employee other than a journeyman compositor or the person in charge of the establishment or department, and no other employee may so read proofs.

(b) An employer shall ensure that only employees paid at not less than the rates prescribed by Table 9, are employed on regular copy holding.

(8) An employer shall not permit any person other than a journeyman stereotyper or an apprentice to the trade of stereotyping to prepare flongs, make matrices, cast or trim plates, or operate planing or routing machines, and no employee not so qualified may do such work. An employer shall not permit any person other than a journeyman stereotyper, compositor or machine minder to do mounting of plates and stereos and no employee not so qualified may do such work. A General Assistant paid at not less than the rates specified in Table 9 may be employed on the measuring of chemicals or the making-up of plating baths, provided that when employed on this work such General Assistant works under the supervision of a Journeyman.

(9) (a) For the purposes of this sub-section:

"apprentice" means an apprentice to the trade of letterpress machine minding, composing (including machine minding) or machine minding (including composing) or where the work being done is in connection with carton manufacture an apprentice to the trade of carton making;

"Cylinder machine" means a letterpress printing machine in which the paper or other material to be printed is carried by a rotating cylinder against a flat printing surface from which the impression is taken;

"Letterpress printing machine" does not include such a machine while it is being utilized for the production of fruit wrappers, whether plain or printed;

"machine minder" means a journeyman letterpress machine minder, or where the work being done is in connection with carton manufacture a journeyman carton maker or when such employee is employed in Area B or C, a journeyman in the trade of composing (including machine minding) or machine minding (including composing);

"platen machine" means a letterpress printing machine, in which the paper or other material to be printed is carried in a flat position against a flat printing surface from which the impression is taken.

(b) An employer shall not permit any person other than a machine minder or an apprentice to make ready, regulate the supply of ink, change gauges, alter the impression or make any other adjustment to the mechanism of any letterpress printing machine; provided, however, that the operations mentioned may be performed by a platen pressman or a learner platen pressman when the machine concerned is a platen machine or a cylinder machine capable of printing on a sheet not larger than 15 inches by 20 inches. No other employee shall perform such work.

(c) An employer shall not permit any cylinder machine capable of printing on a sheet larger than 15 inches by 20 inches to be operated except under the supervision of a machine minder or an apprentice and shall similarly not permit any platen machine or cylinder machine capable of printing on a sheet not larger than 15 inches by 20 inches to be operated except under the supervision of a machine minder, apprentice, platen pressman or learner platen pressman.

(d) (i) An employer shall not permit a machine minder, apprentice, platen pressman or learner platen pressman to supervise or operate more than four platen machines or three cylinder machines capable of printing on a sheet not larger than 15 inches by 20 inches.

(ii) Where a platen pressman or a learner platen pressman supervises or operates a machine which is capable of printing on a sheet larger than 10 inches by 15 inches he shall be paid at a rate not less than 10 per cent more than the rate of wages prescribed by Table 4 or Table 6 of this Agreement. No employee shall be required to supervise or operate more than three such machines at any one time.

(iii) An employer shall not permit a machine minder or an apprentice to supervise or operate more than:

(A) three Vertical Miehle, Auto Elka, Kelly, Meteor or other small cylinder machines capable of printing on a sheet not larger than 15 inches by 20 inches; or

(B) two cylinder machines of a size larger than that mentioned in paragraph (d) (iii) (A) and up to and including those capable of printing on a sheet not larger than 25 inches by 40 inches; or

(C) one cylinder machine capable of printing on a sheet larger than 25 inches by 40 inches.

(iv) No employee shall so supervise or operate a machine or machines in excess of the number mentioned in this sub-section.

(e) Notwithstanding anything to the contrary contained in this Agreement, a machine minder may—

(i) make corrections in the machine forme, whether it is on or off the machine bed, provided that such corrections are confined to single solid lines, words or letters, which have been incorrectly set, damaged or broken in the forme and that he in no way alters the make-up of the original forme;

(7) (a) 'n Werkgewer mag nie 'n werknemer toelaat om die betrekking van proefleser te beklee en geen werknemer mag dié betrekking beklee nie, tensy hy 'n vakman-proefleser is, 'n vakleerling in dié bedryf of 'n vakmansetter. In inrigtings waar geen vaste proefleser in diens is nie, mag 'n werkgewer nie toelaat dat proewe gelees word deur 'n ander werknemer as 'n vakmansetter of die persoon wat vir die inrigting of afdeling verantwoordelik is, en geen ander werknemer mag proewe aldus lees nie.

(b) 'n Werkgewer moet sorg dat slegs werknemers wat betaal word teen minstens die tariewe voorgeskryf in tabel 9, as gereëlde kopiehouers in diens is.

(8) 'n Werkgewer mag niemand anders as 'n vakmansteriotipeur of 'n vakleerling in die bedryf steriotipie toelaat om flongs voor te berei, matryse te maak, plate te giet of af te werk, of om skaaf- of uitholmasjiene te bedien nie, en geen werknemer wat nie aldus gekwalifiseer is, mag dié werk verrig nie. 'n Werkgewer mag geen ander persoon as 'n vakmansteriotipeur, -setter of -masjiensbediener toelaat om plate en stereo's te monteer en geen werknemer wat nie aldus gekwalifiseer is, mag dié werk verrig nie. 'n Algemene assistent, besoldig teen minstens die tariewe gespesifiseer in tabel 9, mag in diens wees vir die afmeet van chemikalieë of die voorbereiding van plateerbakke, met dien verstande dat wanneer hulle dié werk verrig, sulke algemene assistente onder toesig van 'n vakman moet werk.

(9) (a) Vir die toepassing van hierdie subklousule beteken:

„vakleerling” 'n vakleerling in die bedryf hoogdrukmasjiensbediening, setwerk (met inbegrip van masjiensbediening) of masjiensbediening (met inbegrip van setwerk) of as die werk gedoen word in verband met kartonhouervervaardiging, 'n vakleerling in die bedryf kartonhouervervaardiging;

„silindermasjiens” 'n hoogdrukmasjiens waarin die papier of ander materiaal wat bedruk moet word, deur 'n draaiende silinder gevoer word teen 'n plat drukvlak waar die afdruk van geneem word;

„hoogdrukpers” omvat nie so 'n masjiens terwyl dit gebruik word vir die produksie van vrugtetoeedraaipapier nie, hetsy onbedruk of bedruk;

„masjiensbediener” 'n vakman-hoogdrukmasjiensbediener, of waar die werk gedoen word in verband met kartonhouervervaardiging, 'n vakman-kartonhouermaker, of as sodanige werknemer in gebied B of C in diens is, 'n vakman in die bedryf setwerk (met inbegrip van masjiensbediening) of, masjiensbediening (met inbegrip van setwerk);

„degelpers” 'n hoogdrukmasjiens waarin die papier of ander materiaal wat bedruk moet word, plat gevoer word teen 'n plat drukvlak waar die afdruk van geneem word.

(b) 'n Werkgewer mag niemand anders as 'n masjiensbediener of 'n vakleerling toelaat om toe te stel nie, die inktvoevoer te reguleer, peilers om te ruil, die drukking te verander, of enige ander verstelling van die meganisme van 'n hoogdrukpers te doen nie; met dien verstande egter dat die genoemde werksaamhede deur 'n degelpersdrukker of leerling-degelpersdrukker gedoen mag word as die betrokke masjiens 'n degelpers is of 'n silindermasjiens wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk. Geen ander werknemer mag dié werk verrig nie.

(c) 'n Werkgewer mag nie toelaat dat 'n silindermasjiens wat in staat is om 'n vel groter as 15 duim by 20 duim te bedruk, bedien word nie, uitgesonderd onder toesig van 'n masjiensbediener of 'n vakleerling; so-ook mag hy nie toelaat dat 'n degelpers of silindermasjiens wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk, bedien word nie, uitgesonderd onder toesig van 'n masjiensbediener, vakleerling, degelpersdrukker of leerling-degelpersdrukker.

(d) (i) 'n Werkgewer mag nie 'n masjiensbediener, vakleerling, degelpersdrukker of leerling-degelpersdrukker toelaat om toesig te hou oor meer as 4 degelpers of 3 silindermasjiens wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk, of om dié masjiene te bedien nie.

(ii) As 'n degelpersdrukker of 'n leerling-degelpersdrukker toesig hou oor of 'n masjiens bedien wat in staat is om 'n vel groter as 10 duim by 15 duim te bedruk, moet hy besoldig word teen 'n tarief wat minstens 10 persent meer is as die loontarief voorgeskryf by tabel 4 of tabel 6 van hierdie Ooreenkoms. Van geen werknemer mag vereis word om terselfdertyd toesig te hou oor meer as 3 sulke masjiene of hulle te bedien nie.

(iii) 'n Werkgewer mag nie 'n masjiensbediener of 'n vakleerling toelaat om toesig oor meer as ondergenoemde getalle te hou of hulle te bedien nie:

(A) 3 Vertical Miehle-, Auto Elka-, Kelly-, Meteor- of ander klein silindermasjiens wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk; of

(B) 2 silindermasjiens groter as dié genoem in paragraaf (d) (iii) (A) en tot en met dié wat in staat is om 'n vel van hoogstens 25 duim by 40 duim te bedruk; of

(C) 1 silindermasjiens wat in staat is om 'n vel groter as 25 duim by 40 duim te bedruk.

(iv) Geen werknemer mag aldus toesig hou oor meer masjiens as dié getal in hierdie subklousule genoem, of hulle bedien nie.

(e) Ondanks andersluidende bepalings in hierdie Ooreenkoms kan 'n masjiensbediener—

(i) verbeterings aanbring in die masjienvorm, hetsy dit op of af van die masjiensbed is, met dien verstande dat sulke verbeterings beperk word tot enkel soliede lyne, woorde of letters, wat verkeerd geset, beskadig of in die vorm gebreek is en dat hy op generlei wyse die opmaakwerk van die oorspronklike vorm mag verander nie;

- (ii) make minor alterations in the forme, which necessitates the changing—but not the setting—of a single solid line, words or letters, such as the changing of the words "Original", "Duplicate" and "Triplicate" or the letters "A", "B" or "C" in the case of numbering, but he may not alter in any way the original make-up of the text matter; and
- (iii) move leads for adjustment for registration purposes only, but not in the text matter:

Provided that all such corrections, minor alterations or moving of leads are done in the machine room.

(f) Similarly and subject to all the conditions contained in paragraph (e) hereof, a platen pressman may, in respect of formes to be used on a machine he is permitted to operate, do all the work a machine minder is permitted to do in terms of that paragraph.

(g) General assistants paid at not less than the following rates may be employed upon assisting to adjust web tension and side-lay on rotary machines under the instruction of a journeyman:

Where employee has had less than one year's experience on such work: Rate for the area concerned mentioned in Table 9 of this Agreement for fourth year of experience.

Where employee has had one year's experience or more on such work: Highest rate for the area concerned mentioned in Table 9 of this Agreement.

(h) (i) General assistants may operate Halley Perforating and Numbering Machines when used to perforate and/or to number only.

(ii) When, in addition to perforating and/or numbering Halley Perforating and Numbering Machines are used to print, the conditions set out in this sub-section concerning the operation of Letterpress Printing Machines shall apply, provided, however, that the Standing Committee shall on request grant exemption to enable employees, other than machine minders, apprentices or platen pressmen, to operate such machines at a wage of not less than Scale 1 of Table 1 where the machine is capable of printing on a sheet larger than 15 inches by 20 inches or Table 4 where the machine is capable of printing on a sheet not larger than 15 inches by 20 inches. The provisions of paragraph (d) (iii) of this sub-section are applicable when Halley Perforating and Numbering Machines are operated in terms of this sub-paragraph (ii).

(10) (a) Except as is otherwise provided by this sub-section an employer shall not permit any person other than a journeyman bookbinder or an apprentice to the trade of bookbinding to perform, and no other employee shall perform, the following work—

- (i) Turned-in work, including cases, membership cards and season tickets.
- (ii) Edge colouring, gilding, or marbling (trough and transfer).
- (iii) Finishing, blocking (gold, foil or blind) including laying-on.
- (iv) Cutting, making end-papers, indexing and map mounting; provided, however, that rotary cutting or slitting machines, when used in connection with bookbinding, may be supervised and operated by general assistants paid at the highest rate of wages for the area concerned mentioned in Table 9 of this Agreement. The adjustment and setting of such machines shall be done by a journeyman.
- (v) Binding of loose leaf covers.
- (vi) The operation and supervision of case-making, rounding and backing, pad-cutting and casing in machines.
- (vii) The supervision and adjustment of Sheridan and similar collating machines; provided, however, that the supervision and adjustment of such machines may also be done by a printers' mechanic or an apprentice to that trade.
- (viii) The making of electrodes for use on high-frequency plastic welding machines, placing electrodes into, or making any other adjustment to such machines.

(b) The following provisions shall apply in connection with stationary binding of items to be placed in stock for resale, work for education institutions, or orders for a quantity of not less than 200:

- (i) Male quarter binders may be permitted to do all work (with the exception of cutting, blocking, leather labelling and marbling) in connection with flush and/or turned-in quarter and half-bound work up to and including 10 quires demy folio; provided that the order is for not less than one dozen books (identical in every detail) for stock; and
- (ii) female quarter binders may be permitted to do all work (with the exception of cutting, blocking, leather labelling and marbling) in connection with flush and/or turned-in quarter and half-bound work up to and including five quires foolscap folio; provided that the order is for not less than one dozen books (identical in every detail) for stock; and provided further that:
 - (A) one journeyman bookbinder is employed on some operation connected with the particular job for each three or portion of three quarter binders employed on the job. In computing the ratio of journeymen, rulers, cutters and apprentices shall not be included; and
 - (B) there shall be no displacement of journeymen as a result of the operation of this paragraph.

- (ii) klein veranderings in die vorm aanbring, wat die verandering—maar nie die set—van 'n enkele soliede lyn, woorde of letters meebring, soos die verandering van die woorde „Oorspronklik“, „Duplikaat“ en „Triplikaat“ of die letters „A“, „B“ of „C“ in die geval van nommerwerk, maar hy mag op generlei wyse die oorspronklike opmaakwerk van die tekswerk verander nie; en
- (iii) loodjies slegs vir justering vir registreerdoeleindes verskuif, maar nie in die tekswerk nie:

Met dien verstande dat alle sodanige veranderings, klein veranderings of die verskuiwing van loodjies in die masjienkamer gedoen word.

(f) Insgelyks en behoudens al die voorwaardes vervat in paragraaf (e) hiervan, kan 'n degelpersdrukker, ten opsigte van vorms wat gebruik gaan word op 'n masjien wat hy toegelaat word om te bedien, al die werk doen wat 'n masjienbediener kragtens daardie paragraaf toegelaat word om te doen.

(g) Algemene assistente wat teen minstens ondergenoemde tariewe betaal word, kan gebruik word om te help om strookspanning en syaanleg op rolperse onder instruksie van 'n vakman te stel:

As werknemer minder as 1 jaar ondervinding van sulke werk het: Tarief vir die betrokke gebied genoem in tabel 9 van hierdie Ooreenkoms vir 4de jaar ondervinding.

As werknemer 1 jaar of meer ondervinding van sulke werk het: Hoogste tarief vir die betrokke gebied genoem in tabel 9 van hierdie Ooreenkoms.

(h) (i) Algemene assistente mag Halley-perforeer- en -nommermasjiene bedien wanneer dié slegs gebruik word om te perforeer en/of te nommer.

(ii) Wanneer Halley-perforeer- en -nommermasjiene gebruik word om mee te druk, bo en behalwe om te perforeer en/of te nommer, is die voorwaardes in hierdie subklousule betreffende die bediening van hoogdrukmasjiene van toepassing, met dien verstande egter dat die Staande Komitee op versoek vrystelling moet verleen om werknemers, uitgesonderd masjienbedieners, vakleerlinge of degelpersdrukkers, toe te laat om sulke masjiene te bedien teen 'n loon van minstens dié van skaal 1 van tabel 1 waar die masjiene op 'n groter vel as 15 duim by 20 duim kan druk, of tabel 4 waar die masjiene op 'n vel van hoogstens 15 duim by 20 duim kan druk. Die bepaling van paragraaf (d) (iii) van hierdie subklousule is van toepassing wanneer Halley-perforeer- en -nommermasjiene kragtens hierdie subparagraaf (ii) bedien word.

(10) (a) Behalwe soos anders in hierdie subklousule bepaal mag 'n werkgewer niemand anders as 'n vakman-boekbinder of 'n vakleerling in die bedryf boekbind toelaat om ondergenoemde werk te verrig, en geen ander werknemer mag dit verrig nie:

- (i) Ingevoude werk, met inbegrip van bande, lidmaatskapkaartjies en seisoenkaartjies.
- (ii) Randkleurwerk, vergulding, of marmerwerk (trog- en oordrukwerk).
- (iii) Afwerking, blokwerk (goud, foelie of blind), met inbegrip van inlegwerk.
- (iv) Sny, skutblaai maak, indeksering, landkaarte monteer; met dien verstande egter dat as rolsny- of splitsmasjiene gebruik word in verband met boekbindwerk, toesig oor hulle gehou en met hulle gewerk kan word deur algemene assistente wat betaal word teen die hoogste loontariewe vir die betrokke gebied in tabel 9 van hierdie Ooreenkoms genoem. 'n Vakman moet hierdie masjiene verstel en stel.
- (v) Losblad bande bind.
- (vi) Bediening van en toesig oor masjiene wat boekbande maak, rugge rondmaak en rugge maak, blokke sny en boekbande omsit.
- (vii) Toesig oor en verstel van Sheridan- en dergelike versamelmasjiene; met dien verstande egter dat 'n drukkerswerktuigkundige of 'n vakleerling in daardie bedryf ook sulke masjiene kan stel en toesig oor hulle kan hou.
- (viii) Die maak van elektrodes vir gebruik op hoëfrekwensieplastieksweismasjiene, elektrodes in sulke masjiene plaas of verstellers aan sulke masjiene doen.

(b) Onderstaande bepaling is van toepassing in verband met die bind van skryfbehoeftes wat in voorraad geplaas moet word vir herverkoping, werk vir onderwysinrigtings, of bestellings vir 'n hoeveelheid van minstens 200:

- (i) Manlike kwartobinders mag toegelaat word om alle werk (met uitsondering van sny- en blokwerk, leeretikette aansit en marmerwerk) te doen in verband met vlak- en/of ingevoude kwarto- of halfgebinde werk tot en met 10 boeke demi-folioformaat; met dien verstande dat die bestelling vir minstens 1 dosyn boeke (identies in elke opsig) vir voorraad is; en
- (ii) vroulike kwartobinders mag toegelaat word om alle werk (met uitsondering van sny- en blokwerk, leeretikette aansit en marmerwerk) te doen in verband met vlak- en/of ingevoude kwarto- of halfgebinde werk tot en met 5 boeke folioformaat; met dien verstande dat die bestelling vir minstens 1 dosyn boeke (identies in alle opsigte) vir voorraad is; en voorts met dien verstande dat:
 - (A) een vakman-boekbinder in diens moet wees vir een of ander werk in verband met die besondere taak vir elke 3 of gedeelte van 3 kwartobinders in diens op die taak. By die berekening van die getalsverhouding van vakmanne, moet lineierders, snyers en vakleerlinge nie ingesluit word nie; en
 - (B) daar mag geen verplasing van vakmanne wees as gevolg van die toepassing van hierdie paragraaf nie.

(c) The provisions of paragraph (b) hereof shall apply in respect of the manufacture of loose-leaf binders and similar equipment and in addition:

- (i) General assistants may be employed on all necessary blind embossing on blocking presses and may also affix gold blocked leather or plastic tabs for loose-leaf work;
- (ii) Factory labourers paid at not less than the rates mentioned in Section 47 (1) (a) (i) of this Agreement may be employed on the following operations:

Prepare and assemble loose-leaf mechanisms;
Rivet mechanism of Peg Board Assembly to board and transfer;
Cut thongs to length and if necessary pierce or punch;
Fit thong washers and, if necessary, close;
Eyelet each end of thong;
Insert thongs into crossbar and rivet;
Planish ends of crossbar;
Thread thongs through inside plates, fit thong anchor brackets and rivet up;
Rivet guide bar, tee piece to bar edge strip, rivet guide bar bracket to inside plate;
Assemble mechanism to covers, and screw down;
Clean and polish covers;
Label;
Fit end sheets;
Fit bars;
Fix compensating pads of Divider assembly;
Cut two corners, fit thong end and close;
Insert thongs in binder bars;
Assemble binder covers and insert wire;
Round corner cover boards and pierce fore-edges;
Rivet corner pieces of cover;
Pierce cover and fix eyelets;
Load inserts into Transparent Holders;
Rivet edge strips to front of Skeleton binder and back covers;
Drill rivet holes in front cover, assemble mechanism to front cover and rivet complete;
Chamfer edges (Drum sander) and Band Sand;
Cut wooden packing piece to size and plane;
Sand case boards;
Cut wooden case side to size (saw);
Mill recess at each end;
Round corner one end;
Chamfer opposite corner and mill tongue each end;
Rivet thongs to cross bar;
Grease screw bearing;
Assemble mechanism edge strips to thongs and rivet thong anchor brackets;
Assemble and glue case sides to inside and outside boards;
Rout top and bottom edges and sand top and bottom edges;
Assemble mechanism to cases, assemble fore-edge strips, drill and rivet edge strips to case and sand fore-edge;

(d) Quarter binders shall be permitted to perform all work (except cutting, gold blocking, tooling, marbling and hand indexing) in connection with turned-in work, including books, calendars and show cards, turned-in or otherwise and letterpress cloth cases (including membership cards and season tickets; provided that:

- (i) in the case of books, the order is for a quantity of not less than 200;
- (ii) one journeyman bookbinder is employed on some operation connected with the particular job for each three or portion of three quarter binders employed on the job. In computing the ratio, rulers, cutters and apprentices shall not be included;
- (iii) there shall be no displacement of journeymen as the result of the operation of this paragraph.

(e) Drawn-on cover cut-flush work may be performed by a quarter binder assisted by two general assistants; provided that such quarter binder is paid at not less than the highest rate mentioned in Table 8 of this Agreement for day work or night work, as the case may be.

(f) Quarter-bound flush work, not turned-in, may be performed by general assistants; provided that an employer shall pay at least one in five of the assistants so employed the wages prescribed in Table 9 of this Agreement for an employee after four years' experience.

(g) (i) High frequency plastic welding machines may be operated under the supervision of a journeyman or apprentice bookbinder, by plastic binder assistants paid at not less than the rates prescribed for the area concerned by Table 22 of this Agreement.

(ii) Factory labourers paid at not less than the rates mentioned in Section 47 (1) (a) (i) of this Agreement may be employed on sheeting or slitting of material before welding, provided that this is done under the supervision of a journeyman; stripping of unwanted plastic from the product after welding or rivetting in of mechanisms.

(11) (a) For the purposes of this sub-section:

"one-way ruling machine" means a machine which rules lines in one direction only;

"run-through work" means work being done where the lines run from one edge of the paper or card to the opposing edge without a break;

(c) Die bepalinge van paragraaf (b) hiervan is van toepassing ten opsigte van die vervaardiging van losbladbinders en dergelike uitrusting en daarbenewens mag:

- (i) Algemene assistente in diens wees vir alle nodige blind-embosseerwerk by blokperse en mag hulle ook goudge-blokte leer of plastiekstiffies vir losbladwerk vasheg;
- (ii) fabrieksarbeiders wat besoldig word teen minstens die tariewe genoem in klousule 47 (1) (a) (i) van hierdie Ooreenkoms, vir ondergenoemde werksaamhede in diens geneem word:

Berei losbladmeganismes voor en sit inmekaar;
sit meganisme van penbordsamestel aan bord vas met klinknaels en oordrasluk;
sny toutjies na lengte, en, indien nodig, steek of pons gaatjies daarin;
sit touwasters aan, en, indien nodig, sluit hulle;
sit ogie in aan albei ente van toutjie;
steek toutjies in dwarsbalkie in en klink vas;
poleer ente van dwarsbalkie;
steek toutjies deur binneplaatjies, sit tou-ankerklampies aan en klink vas;
klink leistaaf, T-stuk aan staafkantstrook, klink leistaafklampie aan binneplaatjie;
monteer meganisme aan bande en skroef vas;
maak bande skoon en poleer dit;
sit etikette aan;
sit skutblaai aan;
sit stafies aan;
sit kompenseerblokkies van delersamestel vas;
sny twee hoeke, sit tou-ent vas en sluit;
steek toutjies in binderstawe;
monteer binderbande en steek draad in;
maak hoeke van bande rond en steek gaatjies deur voorkant;
klink hoekstukke van band;
steek gaatjies deur band en sit ogie in;
sit insteekstukke in deursigtige houers;
klink kantstrookies aan voorkant van skeletbinder en rugbande;
boor klinknaelgaatjies in voorband, monteer meganisme aan voorband en klink klaar;
kant kantjies af (rolskuurder) en skuur band;
saag (sny) houtpakstuk na grootte en skaaf;
skuur bandborde;
saag houtbandkante na grootte;
stamp nis in aan albei ente;
maak hoek van een ent rond;
kant oorkantse hoek af en stamp tong aan elke ent in;
klink toutjies vas aan dwarsbalk;
smeer skroeflaer;
monteer meganisme se kantstrookies aan toutjies en klink tou-ankerklampe;
monteer en lym bandkante aan binne- en buiteborde vas;
verdiep bo- en onderkante en skuur bo- en onderkante;
monteer meganisme aan bande, monteer voorkantstrookies, boor en klink kantstrookies aan band vas en skuur voorkant;

(d) Kwartobinders moet toegelaat word om alle werk (uitgesonderd sny-, goudblok-, gereedskap-, marmeer- en handindeks-werk) in verband met ingevoude werk, met inbegrip van boeke, almanakke en vertoonkaarte, ingevou of andersins, en hoogdruk-linnebande (met inbegrip van lidmaatskap- en seisoenskaartjies) te verrig; met dien verstande dat:

- (i) in die geval van boeke, die bestelling vir minstens 200 is;
- (ii) een vakman-boekbinder in diens is in verband met een of ander werksaamheid by die besondere taak vir elke 3 of gedeelte van 3 kwartobinders wat vir die taak in diens is. By die berekening van die getalsverhouding word linieerders, snyers en vakleerlinge nie bygereken nie;
- (iii) daar geen verplasing van vakmanne as gevolg van die toepassing van hierdie paragraaf plaasvind nie.

(e) Oorgetrekte gelykgesnyde bandwerk mag gedoen word deur 'n kwartobinder met die hulp van twee algemene assistente; met dien verstande dat so 'n kwartobinder besoldig moet word teen minstens die hoogste tarief genoem in tabel 8 van hierdie Ooreenkoms vir dag- of nagwerk, na gelang van die geval.

(f) Kwartgebinde gelykgesnyde werk, nie ingevou nie, kan gedoen word deur algemene assistente; met dien verstande dat 'n werkgewer minstens 1 uit 5 van die assistente, aldus in diens, die loon moet betaal wat in tabel 9 van hierdie Ooreenkoms voorgeskryf word vir 'n werknemer ná 4 jaar ondervinding.

(g) (i) Hoëfrekwensieplastieksweismasjiene mag bedien word, onder toesig van 'n vakman of vakleerling-boekbinder, deur plastiekbinderassistente wat betaal word teen minstens die tariewe wat vir die betrokke gebied by tabel 22 van die Ooreenkoms voorgeskryf word.

(ii) Fabrieksarbeiders betaal teen minstens die tariewe genoem in klousule 47 (1) (a) (i) van hierdie Ooreenkoms mag gebruik word om plate van materiaal te maak of om materiaal te splits voordat gesweis word, mits dit onder toesig van 'n vakman plaasvind; om onnodige plastiek van die produk ná sweiswerk te verwyder, of meganismes vas te klink.

(11) (a) Vir die toepassing van hierdie subklousule beteken:

„eenweg-linieermasjiene" 'n masjiene wat lyne slegs in een rigting linieer;

„deurloopwerk" werk waar die lyne sonder onderbreking van een kant van die papier of karton na die teenoorgestelde kant loop;

"striker" means a mechanical attachment to a ruling machine whereby the pens or discs are lifted or dropped at any given point, thus producing a pattern where the lines begin or end at a point other than the extreme edge or edges of the paper or card;

"two-way two-side ruling machine" means a machine which rules lines across and down on both sides of the paper or card either by pens, discs or rubber stereo.

(b) An employer shall not permit any person, other than a journeyman ruler or an apprentice to the trade of ruling, to make ready, regulate the supply of ink or make any other adjustment to the mechanism of any ruling machine. No other employee shall perform such work.

(c) An employer shall not permit any ruling machine to be operated except under the supervision of a journeyman ruler or an apprentice to the trade of ruling.

(d) An employer shall not permit a journeyman ruler or an apprentice to the trade of ruling to supervise or operate more than—

- (i) one ruling machine on which a striker is in operation;
- (ii) one pen-ruling machine;
- (iii) two one-way one or two-side ruling machines, other than pen ruling machines, when such machines are being used on run-through work; or
- (iv) one two-way one or two-side ruling machine, provided, however, that if the work involved is run-through work the Standing Committee may grant an exemption to authorize the journeyman or apprentice concerned to supervise or operate one additional one-way ruling machine if the machines in question are not pen-ruling machines.

(e) No employee shall supervise or operate a machine or machines in excess of the number mentioned in paragraph (d) of this sub-section.

(12) An employer shall not permit any person, other than a journeyman cutter, bookbinder or ruler or an apprentice to such trades, to operate a guillotine cutting machine. No other employee shall perform such work. For the purposes of this sub-section "guillotine cutting machine" does not include cutting machines designed solely for manual operation.

(13) (a) An employer shall not permit any person other than a journeyman printers' mechanic (envelope and stationery manufacture), an apprentice to such trade or a journeyman printers' mechanic to make ready or make any other adjustment to the mechanism of envelope and stationery machines and shall not permit any such machine to be operated except under the supervision of an employee of one of the classes mentioned.

(b) An employer shall not require an employee of a class mentioned in paragraph (a) hereof to supervise or operate and no such employee shall supervise or operate more than—

- (i) seven plunger type envelope machines; or
- (ii) five rotary type envelope machines.

(c) Where a printing attachment on an envelope folding machine is to be in operation, the make-ready of such printing attachment shall be performed by a journeyman letterpress machine minder, printers' mechanic (envelope and stationery manufacture), an apprentice to either of those trades or an engineering artisan, who has served a recognised apprenticeship in his trade and is paid at not less than the rate prescribed by Scale 1 of Table 1 of this Agreement. No employer shall require or permit any other employee to do such work nor shall any other employee perform such work.

(d) General Assistants may be employed in attendance on envelope and stationery machines under the supervision of an employee of a class mentioned in paragraph (a) hereof and may also stack envelope blanks or bind or box envelopes.

(14) (a) (i) An employer shall not permit any employee other than a journeyman in the trade of photogravure, or an apprentice to such trade to perform skilled work in photogravure reproduction.

(ii) "Photogravure reproduction" means camera operating, including step and repeat, retouching of positives and negatives, imposition, carbon tissue sensitizing and printing, transferring on to copper plate or cylinder, developing, etching, engraving, and fine etching and where necessary, cylinder grinding, polishing and copper depositing. All such work shall be deemed to be skilled work for the purposes of paragraph (a) (i).

(iii) Cylinder grinding and polishing may be performed by a journeyman or apprentice in the trade of printers' mechanic.

(iv) An employer shall not permit any employee, other than a journeyman in the trades of photogravure, lithography or letterpress machine minding, or an apprentice to one of such trades, to operate photogravure printing machines; provided, however, that where the work being done is in connection with carton manufacture such machines may be operated by a journeyman or an apprentice in the trade of carton making. No other employee shall perform such work.

(b) (i) An employer shall not permit any employee other than a journeyman photo-lithographer, or an apprentice to such trade to perform skilled work in photo-lithography.

(ii) "photo-lithography" means the making of line and half-tone negatives and positives for printing-down on litho-plates. This process includes colour separation in continuous tone, half-tone and line, whichever method is required; the operating of step and repeat machines for making multiple negatives and positives as well as stepping up on litho machine plates, either

„ligger" 'n meganiese aanhegting aan 'n lineiermasjiën waarmee penne of skywe op enige gegewe punt gelig of laat val word sodat 'n patroon gemaak word waarin die lyne op 'n ander plek as die verste rand of rande van die papier of karton begin of eindig;

„tweeweg-, tweekant-lineiermasjiën" 'n masjiën wat lyne dwars en in die lengte aan weerskante van die papier of karton trek; of met penne, skywe of rubberstereo.

(b) 'n Werkgewer mag niemand anders as 'n vakman-lineierder of 'n vakleerling in die bedryf lineierwerk toelaat om op 'n lineiermasjiën toe te stel nie, die inktvoer te reguleer of enige ander verstelling van die meganisme te doen nie. Geen ander werknemer mag dié werk doen nie.

(c) 'n Werkgewer mag nie toelaat dat met 'n lineiermasjiën gewerk word nie behalwe onder toesig van 'n vakman-lineierder of 'n vakleerling in die bedryf lineierwerk.

(d) 'n Werkgewer mag nie 'n vakman-lineierder of 'n vakleerling in die bedryf lineierwerk toelaat om toesig te hou oor of met meer as ondergenoemde getal te werk nie as—

- (i) 1 lineiermasjiën met 'n ligger daarop;
- (ii) 1 penlineiermasjiën;
- (iii) 2 eenweg-, een- of tweekant-lineiermasjiëne, uitgesonderd penlineiermasjiëne wanneer dié masjiëne gebruik word op deurloopwerk; of
- (iv) 1 tweeweg-, een- of tweekant-lineiermasjiën, met dien verstande egter dat as die betrokke werk deurloopwerk is, die Staande Komitee vrystelling kan verleen aan die betrokke vakman of vakleerling om toesig te hou oor of te werk met 1 bykomende eenweg-lineiermasjiën as die betrokke masjiëne nie penlineiermasjiëne is nie.

(e) Geen werknemer mag meer masjiëne bedien of toesig hou oor meer as die getalle genoem in paragraaf (d) van hierdie subklousule nie.

(12) 'n Werkgewer mag niemand anders as 'n vakmansnyer-, boekbinder of -lineierder of 'n vakleerling in hierdie bedrywe toelaat om 'n valmessnymasjiën te bedien nie. Geen ander werknemer mag dié werk doen nie. Vir die toepassing van hierdie subklousule omvat „valmessnymasjiën" nie snymasjiëne wat uitsluitlik met die hand gewerk word nie.

(13) (a) 'n Werkgewer mag niemand anders as 'n vakmandrukkerswerktuigkundige (vervaardiging van koeverte en skryfbehoeftes), 'n vakleerling in dié bedryf, of 'n vakmandrukkerswerktuigkundige toelaat om toe te stel op of verstellings te doen aan die meganisme van koevert- en skryfbehoeftemasjiëne en mag nie toelaat dat met so 'n masjiën gewerk word nie, behalwe onder toesig van 'n werknemer van een van genoemde klasse.

(b) 'n Werkgewer mag nie 'n werknemer van 'n klas genoem in paragraaf (a) hiervan verplig om toesig te hou oor meer of meer te bedien en geen werknemer mag toesig hou oor meer of meer as ondergenoemde getalle bedien nie—

- (i) 7 plunjertipe-koevertmasjiëne; of
- (ii) 5 roltipe-koevertmasjiëne.

(c) As daar 'n drukinrigting aan 'n koevertvroumasjiënwerk, moet die toestelwerk van die drukinrigting gedoen word deur 'n vakman-hoogdrukmasjiënbiedener, drukkerswerktuigkundige (vervaardiging van koeverte en skryfbehoeftes), 'n leerling in een van beide hierdie bedrywe of 'n ingenieursambagsman, wat 'n erkende leertyd in sy bedryf of ambag uitgedien het en minstens die tarief betaal word wat by tarief 1 van tabel 1 van hierdie Ooreenkoms voorgeskryf word. Geen werkgewer mag enige ander werknemer verplig of toelaat om dié werk te doen nie, ook mag geen ander werknemer die werk doen nie.

(d) Algemene assistente mag in diens wees op koevert- en skryfbehoeftemasjiëne onder toesig van 'n werknemer van 'n klas genoem in paragraaf (a) hiervan en kan ook koevertpatrone stapel of koeverte saambind of in dose verpak.

(14) (a) (i) 'n Werkgewer mag geen ander werknemer as 'n vakman in die bedryf fotogravure, of 'n vakleerling in dié bedryf, toelaat om geskoolde werk in fotogravurereproduksie te verrig nie.

(ii) „Fotogravurereproduksie" beteken kamerabediëning, met inbegrip van herhaalwerk, die bywerk van negatiewe en positiewe, oplegging, gevoeligmaking en druk van koolsypapier oordruk op koperplaat of -silinder, ontwikkeling, ets-, grafeer- en fynetswerk, en wanneer nodig, silinderskuur- en -poleer en koperafsetwerk. Al hierdie soorte werk moet vir die toepassing van paragraaf (a) (i) as geskoolde werk geag word.

(iii) Silinderskuur- en -poleerwerk mag deur 'n vakman of vakleerling in die bedryf drukkerswerktuigkunde verrig word.

(iv) 'n Werkgewer mag nie 'n werknemer, uitgesonderd 'n vakman in die bedrywe fotogravure, litografie of hoogdrukmasjiënbediëning, of 'n vakleerling vir een van hierdie bedrywe ingeboek, toelaat om fotogravure-drukmasjiëne te bedien nie; met dien verstande egter dat as die werk in verband met kartonhouer- vervaardiging gedoen word, dié masjiëne bedien mag word deur 'n vakman of 'n vakleerling in die bedryf kartonhouer- vervaardiging. Geen ander werknemer mag dié werk doen nie.

(b) (i) 'n Werkgewer mag nie 'n ander werknemer as 'n vakmanfotolitograaf, of 'n vakleerling in dié bedryf toelaat om geskoolde werk in fotolitografie te doen nie.

(ii) „Fotolitografie" beteken die maak van lyn- en halftint-negatiewe en -positiewe vir afdruk op litoplate. Hierdie proses sluit in kleurafskeiding in aaneenlopende tint, halftint en lyn, watter metode ook al nodig is; die bediening van herhaalmasjiëne om veelvuldige negatiewe en positiewe te maak, asook herhaalwerk op litomasjiënplate, of met die hand of meganiese; die bedekking, ontwikkeling en ets van oorspronklike en masjiën-lito-

manually or mechanically; coating, developing and etching of original and machine litho-plates; the putting down of offset stains by photo-litho methods; and also includes photo-litho retouching, namely, colour correcting on continuous tone negatives and/or positives and colour correcting by means of dot etching on screen negatives and/or positives and all retouching of a skilled nature. All such work shall be deemed to be skilled work for the purposes of paragraph (b) (i).

(iii) The coating and/or processing of lithographic plates as well as the printing down of photo-litho negatives and positives may also be done by a journeyman or apprentice lithographer.

(c) (i) Subject to the provisions of paragraph (b), an employer shall not permit any employee other than a journeyman lithographer or apprentice to such trade to perform skilled work in lithography; provided, however, that the pulling of proofs mentioned in paragraph (c) (ii) hereof may also be performed by a journeyman or apprentice in the trades of photogravure, lithography, photo-lithography or process engraving; and provided further that a journeyman letterpress machine minder, litho operative or platen pressman may be employed upon the pulling of proofs on a press capable of printing on a sheet not larger than 15 inches by 20 inches.

(ii) "Lithography" includes all operations in connection with the preparation of plates intended for printing by lithographic process, whether produced by printing down from photo-litho negatives and/or positives, or by transferring from type, copper plates or stones, manually or mechanically, and machine minding of direct and/or offset lithographic machines; also the pulling of proofs on transfer presses and offset presses. Subject to the provisions of paragraph (c) (iii) hereof all such work shall be deemed to be skilled work for the purposes of paragraph (c) (i).

(iii) An employer shall not permit any employee, other than a journeyman lithographer or an apprentice to the trade of lithography, to make ready, regulate the supply of ink, change gauges or make any other adjustment to the mechanism on any lithographic printing machine; provided, however, that the operations mentioned may be performed by a journeyman letterpress machine minder, platen pressman or a litho operative on a machine capable of printing on a sheet not larger than 15 inches by 20 inches and provided further that the operations mentioned may also be performed by a platen pressman or a litho operative on a K.O.R. Heidelberg Offset machine, capable of printing on a sheet not larger than 15½ inches by 22½ inches, if such machine is under the general supervision of a journeyman lithographer and is being operated according to the ratio of one journeyman lithographer and one platen pressman or litho operative to each two such machines.

(iv) An employer shall not permit any lithographic printing machine capable of printing on a sheet larger than 15 inches by 20 inches to be operated except under the supervision of a journeyman lithographer or an apprentice to the trade of lithography; provided, however, that two K.O.R. Heidelberg Offset machines, which are capable of printing on a sheet not larger than 15½ inches by 22½ inches, may be operated under the supervision of, and according to the ratio of, one journeyman lithographer and one platen pressman or litho operative to each two such machines. Similarly an employer shall not permit any lithographic machine capable of printing on a sheet not larger than 15 inches by 20 inches to be operated except under the supervision of a journeyman lithographer, an apprentice to the trade of lithography, a journeyman letterpress machine minder, a platen pressman or a litho operative.

(v) An employer shall not permit a journeyman lithographer or an apprentice to the trade of lithography to supervise or operate more than:

(A) two lithographic printing machines capable of printing on a sheet not larger than 15 inches by 20 inches; or

(B) one lithographic printing machine capable of printing on a sheet larger than 15 inches by 20 inches, provided, however, that two K.O.R. Heidelberg Offset machines capable of printing on a sheet not larger than 15½ inches by 22½ inches may be operated under the supervision of and according to the ratio of one journeyman lithographer and one platen pressman or litho operative to each two such machines.

(vi) An employer shall not permit a journeyman letterpress machine minder to supervise or operate more than two lithographic printing machines capable of printing on a sheet not larger than 15 inches by 20 inches.

(vii) An employer shall not permit a platen pressman or a litho operative to supervise or operate more than one lithographic printing machine capable of printing on a sheet not larger than 15 inches by 20 inches.

(viii) No employee shall so supervise or operate a machine or machines in excess of the number mentioned.

(d) (i) An employer shall not permit any employee other than a journeyman process engraver or an apprentice to such trade to perform skilled work in process engraving.

(ii) "Process engraving" means the making of line, half-tone and colour separation negatives and the printing on metal of such negatives for the purpose of making line and half-tone blocks for letterpress printing. This process includes etching of line and half-tone blocks for monochrome and colour work, also the making of name-plates, any work of a similar nature which requires etching, and/or engraving and the routing, bevelling, trimming and mounting of plates and blocks. All such work and the setting of mechanical Engraving Machines shall be deemed to be skilled work for the purposes of paragraph (d) (i).

plate; die afdruk van vlakdrukkeure (offset) deur middel van fotolito-metodes; en omvat ook bywerking met die fotolito-metode naamlik kleurkorreksie aan aaneenlopende tintnegatiewe en/of -positiewe en kleurkorreksie deur middel van stippelets aan skermnegatiewe en/of -positiewe en alle bywerking van 'n geskoolde aard. Alle sodanige werk moet vir die toepassing van paragraaf (b) (i) as geskoolde werk geag word.

(iii) Die bedekking en/of prosessering van litografiese plate asook die afdruk van fotolito-negatiewe en -positiewe kan ook deur 'n vakman of leerling-litograaf gedoen word.

(c) (i) Behoudens paragraaf (b) mag 'n werkgewer nie 'n ander werknemer as 'n vakman-litograaf of vakleerling in dié bedryf toelaat om geskoolde werk in litografie te verrig nie; met dien verstande egter dat die trek van proewe in paragraaf (c) (ii) hiervan genoem, ook gedoen mag word deur 'n vakman of vakleerling in die bedrywe fotogravure, litografie, fotolito-grafie of chemie-grafie; en voorts met dien verstande dat 'n vakmanset-masjiensbediener, -litobediener of -degelpersdrukker in diens mag wees vir die trek van proewe op 'n pers in staat om 'n vel van hoogstens 15 duim by 20 duim te bedruk.

(ii) "Litografie" omvat alle werksaamhede in verband met die voorbereiding van plate bedoel vir drukwerk deur middel van die litografiese proses, hetsy geproduseer deur van foto-litonegatiewe en/of -positiewe af te druk, of oor te druk van setsel, koperplate of stene, met die hand of meganiese, en masjiensbediening van regstreekse en/of onregstreekse (offset) litografiese masjiene; ook die trek van proewe op oordrukperse en vlakdrukperse. Behoudens die bepalinge van paragraaf (c) (iii) hiervan moet alle sodanige werk vir die toepassing van paragraaf (c) (i) as geskoolde werk geag word.

(iii) 'n Werkgewer mag geen ander werknemer as 'n vakman-litograaf of 'n vakleerling in die bedryf litografie toelaat om op 'n litografiese drukmasjiene toe te stel nie, die inktvoevoer te stel, peilers om te ruil of enige ander verstelling aan die meganisme uit te voer nie; met dien verstande egter dat genoemde werksaamhede uitgevoer mag word deur 'n vakman-hoogdrukmasjiensbediener, degelpersdrukker of litobediener op 'n masjiene wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk en voorts met dien verstande dat die genoemde werksaamhede ook deur 'n degelpersdrukker of 'n litobediener gedoen mag word op 'n K.O.R. Heidelberg Offset-masjiene wat 'n vel van hoogstens 15½ duim by 22½ duim kan bedruk, as so 'n masjiene onder die algemene toesig van 'n vakmanlitograaf staan en bedien word volgens die verhouding van 1 vakmanlitograaf en 1 degelpersdrukker of litobediener tot elke 2 sodanige masjiene.

(iv) 'n Werkgewer mag nie 'n litografiese drukmasjiene laat werk wat in staat is om 'n vel groter as 15 duim by 20 duim te druk nie, uitgesonderd onder toesig van 'n vakman-litograaf of 'n vakleerling in die bedryf litografie; met dien verstande egter, dat 2 K.O.R. Heidelberg Offset-masjiene wat 'n vel van hoogstens 15½ duim by 22½ duim kan bedruk, bedien mag word onder toesig van, en volgens die getalsverhouding van, 1 vakman-litograaf en 1 degelpersdrukker of litobediener tot elke 2 sodanige masjiene. So ook mag 'n werkgewer nie toelaat dat 'n litografiese masjiene werk wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk nie, behalwe onder toesig van 'n vakmanlitograaf, 'n vakleerling in die bedryf litografie, 'n vakman-hoogdrukmasjiensbediener, 'n degelpersdrukker of 'n litobediener.

(v) 'n Werkgewer mag nie 'n vakman-litograaf of 'n vakleerling in die bedryf litografie toelaat om toesig te hou oor of meer as ondergenoemde getalle te bedien nie—

(A) 2 litografiese drukmasjiene wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk; of

(B) 1 litografiese drukmasjiene in staat om 'n vel groter as 15 duim by 20 duim te bedruk, met dien verstande egter, dat 2 K.O.R. Heidelberg Offset-masjiene wat 'n vel van hoogstens 15½ duim by 22½ duim kan bedruk, bedien mag word onder toesig van en volgens die getalsverhouding van 1 vakmanlitograaf en 1 degelpersdrukker of litobediener tot elke 2 sodanige masjiene.

(vi) 'n Werkgewer mag nie 'n vakman-hoogdrukmasjiensbediener toelaat om toesig te hou oor meer as 2 litografiese drukmasjiene wat in staat is om 'n vel van hoogstens 15 duim by 20 duim te bedruk, of hulle te bedien nie.

(vii) 'n Werkgewer mag nie 'n degelpersdrukker of 'n litobediener toelaat om toesig te hou oor meer as 1 litografiese drukmasjiene wat in staat is om op 'n vel van hoogstens 15 duim by 20 duim te druk, of dit te bedien nie.

(viii) Geen werknemer mag aldus toesig hou oor, of meer masjiene bedien as die getal wat genoem word nie.

(d) (i) 'n Werkgewer mag geen ander werknemer as 'n vakman-chemiegrafeur of 'n vakleerling in dié bedryf toelaat om geskoolde werk in chemie-grafie te doen nie.

(ii) "Chemie-grafie" beteken die maak van lyn-, halftint- en kleurskeidingsnegatiewe en die afdruk op metaal van sulke negatiewe vir die doel om lyn- en halftintblokke vir hoogdrukperswerk te maak. Hierdie proses sluit in die ets van lyn- en halftintblokke vir monochroom- en kleurwerk, asook die maak van naamplate, enige werk van dergelyke aard wat etswerk nodig het, en/of graveerwerk en die uitsny, skuinsny, afwerk en monteër van plate en blokke. Vir die toepassing van paragraaf (d) (i) moet al hierdie werk en die stel van meganiese graveermasjiene as geskoolde werk geag word.

(iii) Notwithstanding the provisions of this sub-section, a general assistant paid at not less than the highest minimum rate prescribed for General Assistants in the area concerned may be employed on the pulling of proofs, including colour progressives, on process proofing presses; and a general assistant paid at not less than the rates specified hereunder may be employed upon preparing glass negatives for coating with collodion, making up etching baths, selecting or measuring chemicals prior to mixing, the placing or removal of previously prepared copy on the camera copy board or making contact prints on paper, glass, film or other photo-sensitive material and processing same. (N.B. This specifically excludes the pulling of lithographic proofs, the preparation of copy for the camera, the making of colour separation negatives, colour masking operations, all forms of camera operating, metal printing, platemaking, step and repeat operations and the making of line and half-tone double exposures).

Rates

Where employee has had less than one year's experience on such work: Rate for the area concerned mentioned in Table 9 of this Agreement for fourth year of experience.

Where employee has had one year's experience or more on such work: Highest rate for the area concerned mentioned in Table 9 of this Agreement.

(e) Notwithstanding the provisions of this sub-section—

- (i) A journeyman or an apprentice in any of the trades of photogravure, photo-lithography or process engraving may make negatives or positives intended for use in the production of printed matter by any printing process;
- (ii) A journeyman or an apprentice, who on the 31st December, 1952, was entitled to do all or any of the classes of work mentioned in this sub-section, may continue to perform all such classes of work as he was entitled to perform on the 31st December, 1952;
- (iii) A litho operative or a learner litho operative may be employed upon printing down on to presensitized plates intended for use on lithographic printing machines capable of receiving and delivering a sheet not larger than 15 inches by 20 inches; and
- (iv) A General Assistant paid at the highest rate for the area concerned may be employed on the spotting out of negatives and positives.

(f) An employer shall not permit any employee other than a journeyman or an apprentice to patch up copy which is to be photographed for reproduction by any of the processes mentioned in Section 25 (14); provided, however, that such work may be done by a litho operative or a learner litho operative if the copy which is being patched up, is to be reproduced on a lithographic printing machine, capable of printing on a sheet not larger than 15 inches by 20 inches. No other employee shall do such work.

(15) On a recommendation from a local branch of one of the employers' organisations, and after consultation with the Joint Board concerned, the Standing Committee may grant exemption to approved establishments for the employment of journeymen in a dual capacity, specifying in the exemption certificate the trades or occupations that may be performed.

(16) Female General Assistants shall not be solely confined to one class of work in binding departments, but shall be given opportunities to perform all classes of work falling within the province of General Assistants in such departments.

(17) The provisions of this Section and of Sections 32, 37, 41 and 45 shall not be so construed as to prohibit a printers' mechanic or an apprentice to that trade from doing work in connection with the installation, repair or maintenance of any type of machinery used in the Industry.

(18) Any reference in this Agreement to a machine being capable of printing on a sheet not larger than a specified size, or any other reference to a machine size, shall be construed as referring to the particular machine as it was first manufactured and the size of the machine as originally manufactured shall, for the purposes of this Agreement, be the size of the machine, despite the fact that it may have been rebuilt, altered or adapted to take a sheet of a smaller size. The size of a machine, which has been rebuilt, altered or adapted to take a sheet larger than that it was originally built to take, shall, however, be determined according to the size of that larger sheet.

(19) Notwithstanding anything to the contrary contained in this Agreement, the following additional provisions shall apply in the factory of an employer, who gives an undertaking in writing to the Joint Board concerned, or the Standing Committee where no Joint Board exists, that persons employed on cutting under exemption or journeymen in his employ, who may become redundant as a result of advantage being taken of the provisions of this sub-section, shall not suffer any loss of earnings during a period of three years retraining or adaptation to other employment:—

- (a) Guillotine cutting machines may be operated by Journeymen Compositors or Letterpress Machine Minders, other than Journeymen mentioned in paragraphs (b) and (c) hereof, provided that no such machine minder shall operate a guillotine cutting machine while a printing machine, which he is required to supervise, is in operation.

(iii) Ondanks die bepalings van hierdie subklousule mag 'n algemene assistent wat minstens die hoogste minimum tarief betaal word wat vir algemene assistente in die betrokke gebied voorgeskryf word, gebruik word vir die trek van proewe, met inbegrip van kleurprogressiewe, op chemiegrafieproefferse; en 'n algemene assistent wat minstens die tariewe betaal word wat hieronder gespesifiseer is, mag gebruik word om glasnegatiewe voor te berei om met kollodion bedek te word, om etsbakke gereed te maak, om chemikalieë uit te soek of af te meet voordat hulle gemeng word, of om kontakafdrukke te maak op papier, glas, film of ander foto-sensitiewe materiaal en dit met die betrokke proses af te werk. (L.W. Dit sluit spesifiek uit die maak van kleurafskeidingsnegatiewe, kleurmaskeerbewerking, alle vorms van kamerawerk, metaaldrukwerk, die maak van plate, herhaalwerk en die maak van dubbelbeligtings met lyn en half-tint.)

Loontariewe

As 'n werknemer minder as 1 jaar ondervinding van dié werk het: Tarief vir die betrokke gebied genoem in Tabel 9 van hierdie Ooreenkoms vir 4de jaar ondervinding.

As werknemer 1 jaar of meer ondervinding van die werk gehad het: Hoogste tarief vir die betrokke gebied genoem in Tabel 9 van hierdie Ooreenkoms.

(e) Ondanks die bepalings van hierdie subklousule:

- (i) Mag 'n vakman of 'n vakleerling in enigeen van die bedrywe fotogravure, fotolitoografie of chemiegrafie, negatiewe of positiewe maak wat bedoel is vir gebruik by die produksie van drukwerk deur enige drukproses;
- (ii) mag 'n vakman of 'n vakleerling wat op 31 Desember 1952 geregtig was om almal of enigeen van die klasse werk in hierdie subklousule genoem, te verrig, voortgaan om al sulke klasse werk te verrig as wat hy geregtig was om op 31 Desember 1952 te verrig;
- (iii) mag 'n litobediener of 'n leerling-litobediener gebruik word om af te druk op vooraf gevoeliggemaakte plate wat bedoel is vir gebruik op litografiese drukmasjiene in staat om 'n vel van hoogstens 15 duim by 20 duim te neem en af te gooi; en
- (iv) mag 'n algemene assistent wat teen die hoogste tarief vir die betrokke gebied betaal word, gebruik word om kolle of vlekke van negatiewe en positiewe te verwyder.

(f) 'n Werkgewer mag nie 'n ander werknemer as 'n vakman of 'n vakleerling toelaat om kopie wat gefotografeer moet word vir reproduksie deur middel van die prosesse genoem in klousule 25 (14) op te lap nie; met dien verstande egter dat sodanige werk deur 'n litobediener of 'n leerling-litobediener gedoen mag word as die kopie wat opgelap word, gereproduseer moet word op 'n litografiese drukmasjiene wat op 'n vel kan druk van hoogstens 15 duim by 20 duim. Geen ander werknemer mag sodanige werk doen nie.

(15) Die Staande Komitee kan op aanbeveling van 'n plaaslike tak van een van die werkgewersorganisasies en ná oorleg met die betrokke Gesamentlike Raad, aan goedgekeurde inrigtings vrystelling verleen om vakmanne in twee bedrywe te werk te stel en die bedrywe of beroep wat uitgeoefen mag word, moet in so 'n geval in die vrystellingsertifikaat gespesifiseer word.

(16) Vroulike algemene assistente mag nie uitsluitlik tot een soort werk in binderye beperk word nie, maar moet die geleentheid gegee word om alle klasse werk wat binne die werkkring van algemene assistente in sulke afdelings val, te verrig.

(17) Hierdie klousule en klousules 32, 37, 41 en 45 moet nie so uitgeleë word dat hulle 'n drukkerswerktuigkundige of 'n vakleerling in dié bedryf belet om werk te doen in verband met die installering, herstel of onderhoud van enige soort masjinerie wat in die Nywerheid gebruik word nie.

(18) Waar daar in hierdie Ooreenkoms melding gemaak word van 'n masjiene wat 'n vel, nie groter as 'n gespesifiseerde grootte nie, kan bedruk, of waar daar op 'n ander wyse melding van 'n masjiengrootte gemaak word, word daarmee die bepaalde masjiene bedoel soos dit oorspronklik vervaardig is, en vir die toepassing van hierdie Ooreenkoms word die grootte van die masjiene soos dit oorspronklik vervaardig is, geag die grootte van die masjiene te wees ondanks die feit dat dit herbou, verander of aangepas kon gewees het om 'n kleiner vel te neem. Die grootte van 'n masjiene wat herbou, verander of aangepas is om 'n groter vel te neem as dié waarvoor dit oorspronklik gebou is, moet egter bepaal word volgens die grootte van daardie groter vel.

(19) Ondanks andersluidende bepalings vervat in hierdie Ooreenkoms is die volgende bykomende bepalings van krag in die fabriek van 'n werkgewer wat 'n skriftelike versekering gee aan die betrokke Gesamentlike Raad, of die Staande Komitee waar daar geen Gesamentlike Raad bestaan nie, dat persone in diens vir snywerk volgens vrystelling, of vakmanne in sy diens, wat oortollig mag word as gevolg daarvan dat die bepalings van hierdie subklousule te baat geneem word, geen verlies aan inkomste gedurende 'n tydperk van 3 jaar heropleiding of aanpassing by ander werkgrigtings sal ly nie:

- (a) Valmessnymasjiene mag bedien word deur vakmanlettersetters of hoëdrukmasjienedieners, uitgesonderd vakmanne genoem in paragrawe (b) en (c) hiervan, met dien verstande dat geen sodanige masjienediener 'n valmessnymasjiene mag bedien terwyl 'n drukmasjiene, wat hy verplig is om te bedien, aan die gang is nie.

- (b) After the Joint Board concerned, or the Standing Committee where no Joint Board exists, has been advised in writing by the employer of the names of selected journeymen in the trades of Process Engraving, Photo Lithography or Photogravure, those journeymen may do all work falling within the scope of all of those trades with the exception of supervising, being in attendance on or operating any printing machine other than a proof pulling press, provided, however, that any such journeyman in the trade of Photogravure may supervise, be in attendance on or operate a gravure printing press.
- (c) After the Joint Board concerned, or the Standing Committee where no Joint Board exists, has been advised in writing by the employer of the names of selected journeymen in the trades of Letterpress Machine Minding, including Rotary Machine Minding, Lithography or Photogravure, those journeymen may do all work falling within the scope of all of those trades, provided, however, that a journeyman Letterpress Machine Minder, including a Rotary Machine Minder, or Lithographer shall not be employed on work required for the preparation of gravure plates or cylinders. Similarly Platen Pressmen and Litho Operatives may do the machine minding of machines of a size they are permitted to operate, which print by the letterpress or lithographic process as well as the work mentioned in Section 25 (9) (f).
- (d) An employer, who has selected a journeyman in terms of paragraph (b) or (c) shall pay him at not less than the weekly rate for the area concerned prescribed by Scale 2 of Table 1 for day work, Scale 6 of Table 1 for night work, other than night work on newspapers, and Scale 2 of Table 2 for night work on newspapers. No such employee shall accept less than the rate prescribed.

26. NOTICES

Every employer shall obtain from the Secretary of the Council and post in a conspicuous place in his establishment, and keep so posted, the notice (poster) issued by the Council giving particulars of wages, hours and working conditions applicable to such establishment.

27. REGISTRATION OF EMPLOYERS

(1) Every employer in the Industry at the date on which this Agreement comes into operation shall forward in writing to the Secretary of the Joint Board (or the Standing Committee where no Joint Board exists) for the area in which he is operating, the following particulars concerning himself:

- Full name.
- Business address.
- The trade or trades which he is carrying on in the Industry.
- The address at which any plant or equipment is housed.

(2) The particulars required under sub-section (1) hereof shall also be furnished by all employers entering the Industry after the date on which this Agreement comes into operation within one month of commencing business.

(3) Where the employer is a corporate body or a partnership, information in accordance with sub-section (1) hereof shall be furnished in respect of each director or partner as the case may be. The name under which the corporate body or partnership is carrying on business shall also be furnished. In the event of any change among the partners or among the directors, as the case may be, particulars of such change shall be furnished in writing, within one month, to the Secretary of the Joint Board concerned or the Standing Committee where no such Joint Board exists.

28. NOTICE OF CEASING BUSINESS

In the event of an employer ceasing business after registering in terms of Section 27 hereof, he shall notify the Secretary of the Joint Board (or the Standing Committee where no Joint Board exists) within one month of ceasing business.

29. WORKING EMPLOYERS, PARTNERS AND DIRECTORS

(1) Any employer, partner or director, who wishes to perform work, which falls within the scope of any of the designated trades in the Industry, shall submit an application for his registration as a working employer in the trade or trades concerned to the Standing Committee through the Joint Board, if any, for the area concerned.

(2) No employer, partner or director, who is not in possession of a certificate of his registration as a working employer in the designated trade or trades concerned, signed by the Secretary of the Council, shall perform work falling within the scope of any of the designated trades in the Industry.

(3) The Standing Committee may, after one week's notice in writing to the employer, partner or director concerned, withdraw any certificate of registration as a working employer.

(4) The provisions of Sections 25, 32, 37, 41 and 45 of this Agreement shall be applicable, *mutatis mutandis*, to any employer, partner or director who is in possession of a certificate of his registration as a working employer.

(b) Nadat die betrokke Gesamentlike Raad, of die Staande Komitee waar daar geen Raad bestaan nie, skriftelik deur die werkgewer in kennis gestel is van die name van gekeurde vakmanne in die bedrywe chemiegrafie, fotolito-grafie of fotogravure, mag hierdie vakmanne al die werk verrig wat binne die bestek van daardie bedrywe val, met uitsondering van toesighouding, d.w.s. toesig hou oor of enige ander drukmasjien as 'n proeftrekpers bedien, met dien verstande egter dat enige sodanige vakman in die bedryf fotogravure toesig kan hou oor 'n fotogravuredrukpers, toesig daaroor hou of dit bedien.

(c) Nadat die betrokke Gesamentlike Raad, of die Staande Komitee waar daar geen Gesamentlike Raad bestaan nie, skriftelik deur die werkgewer in kennis gestel is van die name van gekeurde vakmanne in die bedrywe hoogdruk-masjienbediening, insluitende rolpersmasjienbediening, litografe of fotogravure, hierdie vakmanne al die werk mag doen wat binne die bestek van hierdie bedrywe val, met dien verstande egter dat 'n vakmanhoogdrukmasjienbediener, insluitende 'n rolpersmasjienbediener, of litograaf, nie werk mag doen wat nodig is vir die bereiding van gravureplate of silinders nie. Insgelyks mag degelpersdrukkers en litobediensers die masjienbediening verrig van masjiene wat van die grootte is wat hulle toegelaat word om te bedien, wat deur middel van die hoogdruk- of litografiese proses druk asook die werk in klousule 25 (9) (f) genoem.

(d) 'n Werkgewer wat 'n vakman gekeur het kragtens sub-paragraaf (b) of (c) moet hom minstens die weekloon betaal vir die betrokke gebied voorgeskryf by Skaal 2 van Tabel 1 vir dagwerk, Skaal 6 van Tabel 1 vir nagwerk, uitgesonderd nagwerk op koerante, en Skaal 2 van Tabel 2 vir nagwerk op koerante. Geen sodanige werknemer mag minder as die voorgeskrewe tarief aanneem nie.

26. KENNISGEWINGS

Elke werkgewer moet van die sekretaris van die Raad die kennisgewing (plakkaat), uitgereik deur die Raad, bevattende besonderhede van lone, werkeure en diensvoorwaardes van toepassing op die inrigting, verkry, en dit op 'n duidelik sigbare plek in sy inrigting vertoon en vertoon hou.

27. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer in die Nywerheid moet op die datum waarop hierdie Ooreenkoms in werking tree, aan die sekretaris van die Gesamentlike Raad (of die Staande Komitee waar geen Gesamentlike Raad bestaan nie) vir die gebied waar sy besigheid geleë is, skriftelik onderstaande besonderhede wat homself betref, stuur:

- Naam voluit.
- Besigheidsadres.
- Die bedryf of bedrywe wat hy in die Nywerheid uitoefen.
- Die adres waar installasies of uitrusting gehuisves word.

(2) Die besonderhede soos vereis ingevolge subklousule (1) hiervan moet ook deur alle werkgewers verstrek word wat ná die datum waarop hierdie Ooreenkoms in werking tree, tot die Nywerheid toetree, binne 1 maand nadat hulle begin besigheid dryf.

(3) As die werkgewer 'n liggaam met regspersoonlikheid of 'n vennootskap is, moet inligting ooreenkomstig subklousule (1) hiervan verstrek word ten opsigte van elke direkteur of vennoot, na gelang van die geval. Die naam waaronder die liggaam met regspersoonlikheid of vennootskap besigheid dryf, moet ook verstrek word. Ingeval daar 'n verandering plaasvind in vennote of direkteure, na gelang van die geval, moet besonderhede hiervan skriftelik binne 1 maand verstrek word aan die sekretaris van die Gesamentlike Raad of Staande Komitee waar daar geen Gesamentlike Raad bestaan nie.

28. KENNISGEWING VAN STAKING VAN BESIGHEID

Ingeval 'n werkgewer sy besigheid staak nadat hy ingevolge klousule 27 hiervan geregistreer het, moet hy die sekretaris van die Gesamentlike Raad (of die Staande Komitee waar geen Gesamentlike Raad bestaan nie), binne 1 maand daarvan in kennis stel.

29. WERKENDE WERKGEWERS, VENNOTE EN DIREKTEURE

(1) 'n Werkgewer, vennoot of direkteur wat werk wil doen wat binne die bestek val van een van die aangewese bedrywe in die Nywerheid, moet deur die Gesamentlike Raad, as daar een is, van die betrokke gebied, by die Staande Komitee aansoek doen om registrasie as werkende werkgewer in die betrokke bedryf of bedrywe.

(2) Geen werkgewer, vennoot of direkteur mag werk doen wat binne die bestek van een van die aangewese bedrywe in die Nywerheid val nie, tensy hy in besit is van 'n registrasiesertifikaat, deur die sekretaris van die Raad onderteken, wat hom magtig om as werkende werkgewer in die betrokke aangewese bedrywe op te tree.

(3) Na 'n week kennisgewing aan die betrokke werkgewer, vennoot of direkteur, mag die Staande Komitee enige registrasiesertifikaat van 'n werkende werkgewer intrek.

(4) Klousules 25, 32, 37, 41 en 45 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige werkgewer, vennoot of direkteur wat in besit is van 'n registrasiesertifikaat vir 'n werkende werkgewer.

CHAPTER 3

CORRUGATED BOARD AND CONTAINER SECTION

30. DEFINITION

Unless inconsistent with the context:

"corrugated board and container assistant" means an employee who is employed upon one or more of the following operations—

- attending corrugated board-making or printer-slotter machines under the supervision of a journeyman or an apprentice; or
- the operation of slotter-creaser, punching, stapling, bending, stitching, taping or other similar machines.

31. WAGE RATES

No employer shall pay to an employee of a class specified hereunder and no such employee shall accept wages at less than the following weekly rates for the area concerned:

TABLE 13.

Weekly Wages payable to Operators of Single-faced Corrugated Machines.

Area.	DAY WORK.	NIGHT WORK.
B	R22.19	R23.55
C	23.01	24.42
D	24.00	25.54
E	24.45	26.02
F	24.91	26.53
G	25.66	27.35
Ga	25.48	27.14
H	26.05	27.77

HOOFSTUK 3

AFDELING RIFFELBORD EN RIFFELBORDHOUSERS

30. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die samehang is, beteken:

"riffelbord- en riffelbordhouerassistent" 'n werknemer in diens op een of meer van ondergenoemde werksaamhede—

- Riffelbordmaak- of druk-gleufsnymasjiene onder toesig van 'n vakman of vakleerling bedien; of
- bediening van gleufsnyplooi-, pons-, kram-, buig-, stik-, bandaansit- of dergelike masjiene bedien.

31. LOONTARIEWE

Geen werkgewer mag aan 'n werknemer van 'n klas hieronder gespesifiseer, lone betaal wat minder is as onderstaande weekloon-tariewe vir die betrokke gebied en geen werknemer mag laer lone aanneem nie:

TABEL 13.

Weeklone betaalbaar aan bedieners van eenplaat-riffelmasjiene.

Gebied.	DAGWERK.	NAGWERK.
B	R22.19	R23.55
C	23.01	24.42
D	24.00	25.54
E	24.45	26.02
F	24.91	26.53
G	25.66	27.35
Ga	25.48	27.14
H	26.05	27.77

TABLE 14.

Weekly Wages payable to Corrugated Board and Container Assistants in accordance with their experience.

Area.	DAY WORK.							After four years.
	First six months.	Second six months.	Third six months.	Fourth six months.	Fifth six months.	Sixth six months.	Fourth year.	
B	R10.99	R11.38	R12.22	R13.10	R14.07	R14.88	R15.88	R16.39
C	11.38	11.80	12.77	13.65	14.88	15.60	16.31	16.84
D	12.68	13.98	15.04	15.76	17.03	17.51	18.50	18.96
E	13.17	14.25	15.46	16.31	17.33	17.97	18.96	19.41
F	13.49	14.86	15.84	16.60	17.51	18.53	19.98	20.35
G	13.17	14.25	15.46	16.31	17.51	18.53	19.98	20.35
Ga	13.49	15.42	17.08	18.11	19.56	20.32	21.62	21.88
H	14.86	16.66	18.11	19.14	20.32	21.19	21.88	22.25

NIGHT WORK.

Area.	First six months.	Second six months.	Third six months.	Fourth six months.	Fifth six months.	Sixth six months.	Fourth year.	After four years.
B	R12.01	R12.44	R13.38	R14.25	R15.18	R16.12	R17.08	R17.63
C	12.44	12.95	13.94	14.76	16.12	16.79	17.48	18.08
D	13.83	15.15	16.24	16.97	18.24	18.77	19.77	20.25
E	14.28	15.46	16.63	17.54	18.56	19.29	20.25	20.74
F	14.64	16.09	17.15	17.81	18.77	19.83	21.38	21.77
G	15.12	15.46	16.63	17.54	18.77	19.83	21.38	21.77
Ga	14.64	16.73	18.35	19.41	20.95	21.86	23.25	23.60
H	16.09	17.93	19.41	20.53	21.86	22.83	23.60	24.00

TABEL 14.

Weeklone betaalbaar aan riffelbord- en riffelbordhouerassistentente volgens hul ondervinding.

DAGWERK.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Vierde jaar.	Na vier jaar.
B	R10.99	R11.38	R12.22	R13.10	R14.07	R14.88	R15.88	R16.39
C	11.38	11.80	12.77	13.65	14.88	15.60	16.31	16.84
D	12.68	13.98	15.04	15.76	17.03	17.51	18.50	18.96
E	13.17	14.25	15.46	16.31	17.33	17.97	18.96	19.41
F	13.49	14.86	15.84	16.60	17.51	18.53	19.98	20.35
G	13.17	14.25	15.46	16.31	17.51	18.53	19.98	20.35
Ga	13.49	15.42	17.08	18.11	19.56	20.32	21.62	21.88
H	14.86	16.66	18.11	19.14	20.32	21.19	21.88	22.25

NAGWERK.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Vierde jaar.	Na vier jaar.
B	R12.01	R12.44	R13.38	R14.25	R15.18	R16.12	R17.08	R17.63
C	12.44	12.95	13.94	14.76	16.12	16.79	17.48	18.08
D	13.83	15.15	16.24	16.97	18.24	18.77	19.77	20.25
E	14.28	15.46	16.63	17.54	18.56	19.29	20.25	20.74
F	14.64	16.09	17.15	17.81	18.77	19.83	21.38	21.77
G	15.12	15.46	16.63	17.54	18.77	19.83	21.38	21.77
Ga	14.64	16.73	18.35	19.41	20.95	21.86	23.25	23.60
H	16.09	17.93	19.41	20.53	21.86	22.83	23.60	24.00

32. WORKING RULES

(1) Each complete board-making machine shall be operated by a journeyman. In addition a corrugated board and container assistant shall be employed for each corrugating unit in operation on any such machine.

(2) A journeyman and a corrugated board and container assistant shall be employed on every printer-slotter machine in use, whether or not such printer-slotter is operated in conjunction with a board-making machine or apart therefrom.

(3) Where single-faced corrugating machines are working alone, exemption from the terms of paragraph (1) of this section may be granted to permit a corrugated board and container assistant to operate each such machine at the rates of wages specified in Table 13.

(4) On a printing machine without a slotting attachment, a journeyman without an assistant may be employed.

(5) A corrugated board and container assistant shall be employed on slotter-creaser and punching machines as well as on each stitcher, taping machine, die-cutting machine or glue-lapping machine.

(6) In the corrugated board and container section printing machine means a single or multi-colour printing machine in respect of which the wages for a journeyman shall be as set out in Scale 1 of Table 1.

CHAPTER 4

FIBRE CONTAINER SECTION

33. DEFINITIONS

Unless inconsistent with the context:

"fibre container assistant" means an employee, other than a journeyman, litho operative, platen pressman, learner platen pressman, apprentice, machine adjuster or labourer, who is employed upon work directly connected with the manufacture of spirally wound, convolute, mono or pressed paper containers, but excluding the feeding of printing machines and the operation of manually operated cutting machines;

"machine adjuster" means an employee employed upon the setting or adjustment of machinery, other than printing machines, utilized in connection with the manufacture of spirally wound, convolute, mono or pressed paper containers.

34. WAGE RATES

No employer shall pay to an employee of a class specified hereunder and no such employee shall accept wages at less than the following weekly rates for the area concerned:

TABLE 15.

Weekly Wages payable to Machine Adjusters in accordance with their experience.

Area	..	..	DAY WORK.			NIGHT WORK.		
			First year.	Second year.	Thereafter.	First year.	Second year.	Thereafter.
All Areas	..	..	R22.41	R23.59	R23.59	R24.26	R26.02	R26.02

TABEL 15.

Weeklone betaalbaar aan masjienstellers volgens hul ondervinding.

Gebied.	..	..	DAGWERK.			NAGWERK.		
			Eerste jaar.	Tweede jaar.	Daarna.	Eerste jaar.	Tweede jaar.	Daarna.
Alle gebiede	..	..	R22.41	R23.59	R23.59	R24.26	R26.02	R26.02

TABLE 16.

Weekly Wages payable to Fibre Container Assistants in accordance with their experience.

Area.	..	..	First six months.	Second six months.	DAY WORK.		Fourth six months.	Third year.	After three years.
					Third six months.	Fourth six months.			
All except H	..	..	R12.90	R14.21	R15.19	R16.70	R16.70	R17.09	
H	..	..	13.63	14.75	15.48	17.01	17.41	17.79	

Area.	..	..	First six months.	Second six months.	NIGHT WORK.		Fourth six months.	Third year.	After three years.
					Third six months.	Fourth six months.			
All except H	..	..	R14.01	R15.39	R16.78	R17.97	R17.97	R18.74	
H	..	..	14.78	16.00	17.04	18.25	18.63	19.47	

32. WERKREGLEMENT

(1) Elke volledige bordmaakmasjien moet deur 'n vakman bedien word. Daarbenewens moet 'n riffelbord- en riffelbordhouer-assistent in diens wees vir elke riffeleenheid wat aan so 'n masjien werk.

(2) 'n Vakman en 'n riffelbord- en riffelbordhouerassistent moet in diens wees op elke druk-groefsnymasjien wat gebruik word, hetsy die druk-groefsnymasjien saam met 'n bordmaakmasjien, of afsonderlik, gebruik word.

(3) Waar eenplaat-riffelmasjiene alleen werk, mag vrystelling van die bepalings van paragraaf (1) van hierdie klousule toegestaan word ten einde 'n riffelbord- en riffelbordhouerassistent in staat te stel om so 'n masjien te bedien teen die loontariewe vasgestel in Tabel 13.

(4) Op 'n drukmasjien sonder 'n groefsnynrigting mag 'n vakman sonder 'n assistent in diens wees.

(5) 'n Riffelbord- en riffelbordhouerassistent moet op sowel groef-vou- en ponsmasjiene as op elke stik-, bandaansit- of stem-pelsny- of oorslaglynmasjien in diens wees.

(6) In die afdeling vir die vervaardiging van riffelbord en riffelbordhouers, word onder „drukmasjien” verstaan 'n een- of veelkleurdrukmasjien ten opsigte waarvan die loon vir 'n vakman dié is wat by skaal 1 van Tabel 1 voorgeskryf word.

HOOFSTUK 4

AFDELING VESELBORDHOUEURS

33. WOORDOMSKRYWINGS

Tensy dit onbestaanbaar met die samehang is, beteken:

„veselhouterassistent” 'n werknemer, uitgesonderd 'n vakman, litobediener, degelpersdrukker, leerling-degelpersdrukker, vakleerling, masjiensteller of arbeider, wat in diens is op werk wat regstreeks in verband staan met die vervaardiging van spiraalgedraaide, gedraaide mono- of geperste papierhouers; maar met uitsondering van die voer van drukmasjiene en die bediening van handsnymasjiene;

„masjiensteller” 'n werknemer in diens vir die stel van masjinerie, uitgesonderd drukmasjiene, wat gebruik word in verband met die vervaardiging van spiraalgedraaide, gedraaide, mono- of geperste papierhouers.

34. LOONTARIEWE

Geen werkgewer mag aan 'n werknemer van 'n klas hieronder gespesifiseer, 'n loon betaal wat minder is as onderstaande weekloontariewe vir die betrokke gebied en geen werknemer mag laer lone aanneem nie:

TABEL 16.

Weeklone betaalbaar aan veselhouerassistente volgens hul ondervinding.

DAGWERK.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Derde jaar.	Na drie jaar.
Almal behalwe H ..	R12.90	R14.21	R15.19	R16.70	R16.70	R17.09
H	13.63	14.75	15.48	17.01	17.41	17.79

NAGWERK.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Derde jaar.	Na drie jaar.
Almal behalwe H ..	R14.01	R15.39	R16.78	R17.97	R17.97	R18.74
H	14.78	16.00	17.04	18.25	18.63	19.47

CHAPTER 5

PAPER SACKS SECTION

35. DEFINITIONS

Unless inconsistent with the context:

"learner paper sack machine operator" means an employee who, with the written permission of the Standing Committee, is being taught how to set up, operate or adjust paper sack tubing machines, bottom pasting machines or pre-printing machines or an employee employed as such for a probationary period not exceeding four months;

"paper sack machine assistant" means an employee who operates a sewing machine or assists a paper sack machine operator or a learner paper sack machine operator in the operation of a paper sack tubing machine, bottom pasting machine or pre-printing machine;

"paper sack machine operator" means an employee who has served a three year period of training in the setting up, operating and adjusting of paper sack tubing machines, bottom pasting machines and pre-printing machines and is a journeyman as defined by Section 2 of this Agreement;

"sewing machine assistant mechanic" means an assistant to a sewing machine mechanic;

"sewing machine mechanic" means an employee who makes adjustments to or supervises the operation of sewing machines used for the manufacture of paper sacks and is a journeyman as defined by Section 2 of this Agreement.

36. WAGE RATES

No employer shall pay to an employee of a class specified hereunder and no such employee shall accept wages at less than the following weekly rates for the area concerned:

HOOFSTUK 5

AFDELING PAPIERSAKKE

35. WOORDOMSKRYPINGS

Tensy dit onbestaanbaar met die samehang is, beteken:

"leerling-papiersakmasjiënbediener" 'n werknemer wat, met die skriftelike toestemming van die Staande Komitee, geleer word hoe om papiersakbuismasjiëne, boomplakmasjiëne of voordrukmasjiëne gereed te maak, te bedien of te stel, of 'n werknemer wat as sodanig vir 'n proeftyd van hoogstens 4 maande in diens is;

"papiersakmasjiënassistent" 'n werknemer wat 'n naaimasjiën bedien of 'n papiersakmasjiënbediener of 'n leerlingpapiersakmasjiënbediener help om 'n papiersakbuismasjiën, boomplakmasjiën of voordrukmasjiën te bedien;

"papiersakmasjiënbediener" 'n werknemer wat 'n opleidingstyd van 3 jaar uitgedien het in die oprigting, bediening en stel van papiersakbuismasjiëne, boomplakmasjiëne en voordrukmasjiëne en 'n vakman is soos omskryf by klousule 2 van hierdie Ooreenkoms;

"assistent-naaimasjiënwerktuigkundige" 'n assistent van 'n naaimasjiënwerktuigkundige;

"naaimasjiënwerktuigkundige" 'n werknemer wat naaimasjiëne stel en toesig hou oor die bediening van sulke masjiëne wat gebruik word in die vervaardiging van papiersakke, en 'n vakman is soos omskryf by klousule 2 van hierdie Ooreenkoms.

36. LOONTARIEWE

Geen werkgewer mag 'n werknemer van 'n klas hieronder gespesifiseer, minder betaal en geen werknemer mag 'n loon teen minder as onderstaande weekloontariewe vir die betrokke gebied aanneem nie:

TABEL 17.

Weekly Wages payable to Learner Paper Sack Machine Operators according to their experience as such.

Area.	DAY WORK.			NIGHT WORK.		
	First year.	Second year.	Thereafter.	First year.	Second year.	Thereafter.
E	R18.98	R21.70	R23.70	R20.74	R23.31	R25.50
F	19.93	22.43	24.28	21.77	24.15	26.21
G	19.93	22.43	24.28	21.77	24.15	26.21
Ga	21.46	23.76	25.50	23.60	25.69	27.63
H	21.80	25.42	28.53	23.97	27.59	31.09

TABEL 17.

Weeklone betaalbaar aan leerling-papiersakmasjiënbedieners volgens hul ondervinding as sodanig.

DAGWERK.

NAGWERK.

Gebied.	Eerste jaar.	Tweede jaar.	Daarna.	Eerste jaar.	Tweede jaar.	Daarna.
E	R18.98	R21.70	R23.70	R20.74	R23.31	R25.50
F	19.93	22.43	24.28	21.77	24.15	26.21
G	19.93	22.43	24.28	21.77	24.15	26.21
Ga	21.46	23.76	25.50	23.60	25.69	27.63
H	21.80	25.42	28.53	23.97	27.59	31.09

TABLE 18.

Weekly Wages payable to Sewing Machine Assistant Mechanics.

Area.	DAY WORK.	NIGHT WORK.
B	R17.63	R19.35
C	18.08	19.77
D	19.56	21.38
E	20.32	22.28
F	21.19	23.25
G	21.19	23.25
Ga	22.70	25.02
H (Males)	21.86	24.03
H (Females)	22.64	24.66

TABEL 18.

Weeklone betaalbaar aan assistent-naaimasjienwerktuigkundiges.

Gebied.	DAGWERK.	NAGWERK.
B	R17.63	R19.35
C	18.08	19.77
D	19.56	21.38
E	20.32	22.28
F	21.19	23.25
G	21.19	23.25
Ga	22.70	25.02
H (Mans)	21.86	24.03
H (Vrouens)	22.64	24.66

TABLE 19.

Weekly Wages payable to Paper Sack Machine Assistants according to their experience in the Industry.

Area	DAY WORK.					
	First six months	Second six months	Third six months	Fourth six months	Third year	After three years
All except H	R13.49	R14.86	R15.88	R17.45	R17.45	R17.87
H	14.25	15.42	16.18	17.78	18.21	18.60

Area.	NIGHT WORK.					
	First six months.	Second six months.	Third six months.	Fourth six months.	Third year.	After three years.
All except H	R14.64	R16.09	R17.54	R18.77	R18.77	R19.59
H	15.46	16.73	17.81	19.08	19.47	20.35

TABEL 19.

Weeklone betaalbaar aan papiersakmasjienassistente volgens hul ondervinding in die Nywerheid.

Gebied.	DAGWERK.					
	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Derde jaar.	Na drie jaar.
Almal behalwe H	R13.49	R14.86	R15.88	R17.45	R17.45	R17.87
H	14.25	15.42	16.18	17.78	18.21	18.60

Gebied.	NAGWERK.					
	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Derde jaar.	Na drie jaar.
Almal behalwe H	R14.64	R16.09	R17.54	R18.77	R18.77	R19.59
H	15.46	16.73	17.81	19.08	19.47	20.35

37. WORKING RULES

(1) For the purposes of this Section:

"machine" means a paper sack tubing machine, bottom pasting machine or pre-printing machine.

(2) The following minimum requirements relating to the staffing of machines shall be observed by employers and employees:

37. WERKREGLEMENT

(1) Vir die toepassing van hierdie klousule beteken:

„masjien” 'n papiersakbuismasjien, boomplakmasjien of voordrukmasjien.

(2) Onderstaande minimum vereistes betreffende die bemanning van masjiene moet deur werkgewers en werknemers nagekom word:

- (a) Where one machine is in operation a Paper Sack Machine Operator shall be in attendance on such machine.
- (b) Where two machines are in operation a Paper Sack Machine Operator and a Paper Sack Machine Assistant shall be in attendance on such machines.
- (c) Where three machines are in operation a Paper Sack Machine Operator, a Learner Paper Sack Machine Operator and a Paper Sack Machine Assistant shall be in attendance on such machines.
- (d) The ratio set out in paragraphs (a) to (c) hereof shall be equally applicable where more than three machines are in operation.
- (e) An employer shall not require a Paper Sack Machine Operator to supervise or operate more than three machines and no such employee shall supervise or operate more than three machines.

(3) The ratio of Learner Paper Sack Machine Operators to Paper Sack Machine Operators shall not exceed two learners for each operator employed in the establishment, and employers shall ensure that learners work under the supervision of Paper Sack Machine Operators.

(4) An employer who wishes to operate extruders (including extruder coaters) of plastic material on a continuous basis shall notify the Joint Board concerned, or the Standing Committee where no such Joint Board exists, of his intention of doing so. The provisions of Government Notice R.1019 of the 9th July, 1965, shall then apply in respect of employees working on such equipment, provided, however, that all time worked in excess of 40 hours per week shall be paid for at the rates prescribed by paragraph (a) or (b) of Section 13 (1) of this Agreement.

38. GENERAL

A Learner Paper Sack Machine Operator shall serve a three year period of learnership to qualify as a Paper Sack Machine Operator and on completion of such period of learnership shall be issued with a Grade I membership card of the Trade Union or a certificate of competence as a Paper Sack Machine Operator as contemplated by paragraph (b) of the definition of journeyman in Section 2 of this Agreement.

CHAPTER 6

FLEXIBLE PACKAGING SECTION

39. DEFINITIONS

Unless inconsistent with the context:

"packaging" means bags, wrappers (in the reel or otherwise) or any other form of container produced from paper, transparent film, metal foil or any similar flexible material (whether plain or printed) but does not include paper sacks or containers produced in the Fibre Container Section or from board;

"packaging assistant" means an employee who is employed upon one or more of the following operations—

- (a) attending bag making machines, with or without printing attachments, or printing machines used in the production of packaging, under the supervision of a journeyman or an apprentice;
- (b) setting up and/or operating coating, jogging, lacquering, laminating, punching, rotary embossing, sealing, sheeting, slitting or waxing machines under the supervision of a journeyman or an apprentice;
- (c) flexible stereo grinding, making of cores, making bags or samples by hand, including the punching of holes in bags, stitching of carrier bags;
- (d) preparing layouts for printing on pressure sensitive adhesive tape in reels not exceeding six inches in width, mounting stereos on tape printing machines (but not moulding, casting or vulcanizing) and who may in addition make ready and/or operate a tape printing machine under the supervision of a journeyman; or
- (e) sorting or examining packaging;

"tape printing machine" means a machine used for printing on pressure sensitive adhesive tape in reels not exceeding six inches in width;

"tape printing operator" means an employee who operates a tape printing machine after the machine has been set-up and made ready by a journeyman or a packaging assistant.

40. WAGE RATES

No employer shall pay to an employee of a class specified hereunder and no such employee shall accept wages at less than the following weekly rates for the area concerned:

- (a) Waar 1 masjien werk, moet daar 'n papiersakmasjienbediener toesig oor sodanige masjien hou;
- (b) waar 2 masjiene werk, moet 'n papiersakmasjienbediener en 'n papiersakmasjienassistent toesig oor sodanige masjiene hou;
- (c) waar 3 masjiene werk, moet 'n papiersakmasjienbediener, 'n leerling-papiersakmasjienbediener en 'n papiersakmasjienassistent toesig oor sodanige masjiene hou;
- (d) die getalsverhouding genoem in paragrawe (a) tot (c) hiervan is eweseer van toepassing wanneer meer as 3 masjiene werk;
- (e) 'n werkgewer mag nie 'n papiersakmasjienbediener verplig om toesig oor meer as 3 masjiene te hou of te bedien nie, en geen sodanige werknemer mag toesig oor meer as 3 masjiene hou of hulle bedien nie.

(3) Die getalsverhouding van leerling-papiersakmasjienbedieners tot papiersakmasjienbedieners moet nie 2 leerlinge vir elke bediener, in diens in die inrigting, oorskry nie, en werkgewers moet sorg dat leerlinge onder toesig van papiersakmasjienbedieners werk.

(4) 'n Werkgewer wat uitstoters (insluitende uitstoter-bedekkers) van plastiekstowwe in 'n onderbroke proses wil gebruik, moet die betrokke Gesamentlike Raad, of die Staande Komitee waar daar geen Gesamentlike Raad bestaan nie, in kennis stel van sy voorneme om dit te doen. Die bepalings van Goewermentskenningsgewing No. R.1019 van 9 Julie 1965 is dan van toepassing ten opsigte van werknemers wat met sulke uitrusting werk; met diën verstande egter, dat vir alle tyd wat langer as 40 uur per week gewerk word, betaal moet word teen die tariewe wat by paragraaf (a) of (b) van klousule 13 (1) van hierdie Ooreenkoms voorgeskryf word.

38. ALGEMEEN

'n Leerling-papiersakmasjienbediener moet 'n driejaarleertyd uitdien om te kwalifiseer as 'n papiersakmasjienbediener en by voltooiing van sodanige leertyd moet 'n Graad I-lidmaatskapkaart van die vakvereniging aan hom uitgereik word of 'n sertifikaat van bekwaamheid as papiersakmasjienbediener soos beoog by paragraaf (b) van die woordskrywing van vakman in klousule 2 van hierdie Ooreenkoms.

HOOFSTUK 6

AFDELING BUIGBARE HOERS

39. WOORDOMSKEYWINGS

Tensy dit onbestaanbaar met die samehang is, beteken:

„houers” sakke, omslae (in die rol of andersins) of enige ander vorm van houer gemaak van papier, deurskynfilm, metaal-foelie of soortgelyke buigbare materiaal (hetsy onbedruk of bedruk) maar omvat nie papiersakke of -houers wat in die afdeling veselhouers of van bordpapier vervaardig word nie;

„houerassistent” 'n werknemer wat vir een of meer van die volgende werksaamhede in diens is—

- (a) sakmasjiene, met of sonder drukinrigtings, bedien, of drukmasjiene wat gebruik word by die produksie van houers, onder toesig van 'n vakman of 'n vakleerling;
- (b) Bedekkings-, wiggel-, vernis-, lamelleer-, pons-, rol-, embosseer-, verseël-, velmaak-, splits- of wasmasjiene opstel en/of bedien, onder toesig van 'n vakman of 'n vakleerling;
- (c) buigbare stereo's poleer, kerns maak, sakke of monsters met die hand maak, met inbegrip van gate in sakke pons, drasakke stik; of
- (d) opmaaksketse opstel vir drukwerk op drukgevoelige kleefband en in rolle is van hoogstens 6 duim in breedte, stereo's op banddrukmasjiene monteer (maar nie die verrigting van vormwerk, gietwerk of vulkaniseerwerk nie) en wat daarbenewens 'n banddrukmasjien onder die toesig van 'n vakman gereed mag maak en/of mag bedien; of
- (e) sakke sorteer of ondersoek;

„banddrukmasjien” 'n masjien wat gebruik word om drukwerk aan te bring op drukgevoelige kleefband en in rolle is van hoogstens ses duim in breedte;

„banddrukmasjienbediener” 'n werknemer wat 'n banddrukmasjien bedien nadat die masjien deur 'n vakman of 'n houerassistent opgestel en gereed gemaak is.

40. LOONTARIEWE

Geen werkgewer mag 'n werknemer van 'n klas hieronder gespesifiseer, minder betaal en geen werknemer mag 'n loon teen minder as onderstaande loontariewe vir die betrokke gebied aanneem nie:

TABLE 20.

Weekly Wages payable to Machine Minders (Packaging) employed on bag machines (other than paper bag machines without printing attachments, or with printing attachments using flexible stereotypes and aniline inks or dyes), other flexible film converter machines, or rotary printing machines.

Area.	DAY WORK.	NIGHT WORK.
B	R39.06	R43.45
C	40.38	45.00
D	42.03	46.90
E	42.76	47.78
F	43.55	48.64
G	44.75	50.06
Ga	44.46	49.78
H	45.42	50.85

TABLE 21.

Weekly Wages payable to all other Machine Minders (Packaging).

Area,	DAY WORK.	NIGHT WORK.
B	R35.96	R39.97
C	37.16	41.37
D	38.68	43.11
E	39.35	43.90
F	40.04	44.68
G	41.14	45.98
Ga	40.89	45.69
H	41.75	46.68

TABEL 20.

Weeklone betaalbaar aan masjienbedieners (houers) in diens by sakmasjiene (uitgesonderd papiersakmasjiene sonder drukinrigtings, of met drukinrigtings wat buigsame stereo's en anilienink of -kleurmiddels gebruik), ander buigsame filmomvormers, of roldrukmasjiene.

Gebied.	DAGWERK.	NAGWERK.
B	R39.06	R43.45
C	40.38	45.00
D	42.03	46.90
E	42.76	47.78
F	43.55	48.64
G	44.75	50.06
Ga	44.46	49.78
H	45.42	50.85

TABEL 21.

Weeklone betaalbaar aan alle ander masjienbedieners (houers).

Gebied.	DAGWERK.	NAGWERK.
B	R35.96	R39.97
C	37.16	41.37
D	38.68	43.11
E	39.35	43.90
F	40.04	44.68
G	41.14	45.98
Ga	40.89	45.69
H	41.75	46.68

TABLE 22.

Weekly Wages payable to Packaging Assistants according to their experience in the Industry.

Area.	DAY WORK.					
	First six months.	Second six months.	Third six months.	Fourth six months.	Third year.	After three years.
All except H	R13.49	R14.86	R15.88	R17.45	R17.45	R17.87
H	14.25	15.42	16.18	17.78	18.21	18.60

Area.	NIGHT WORK.					
	First six months.	Second six months.	Third six months.	Fourth six months.	Third year.	After three years.
All except H	R14.64	R16.09	R17.54	R18.77	R18.77	R19.59
H	15.46	16.73	17.81	19.08	19.47	20.35

TABEL 22.

Weeklone betaalbaar aan houerassistente volgens hul ondervinding in die Nywerheid.

Gebied.	DAGWERK.					
	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Derde jaar.	Na drie jaar.
Almal behalwe H	R13.49	R14.86	R15.88	R17.45	R17.45	R17.87
H	14.25	15.42	16.18	17.78	18.21	18.60

Gebied.	NAGWERK.					
	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Derde jaar.	Na drie jaar.
Almal behalwe H	R14.64	R16.09	R17.54	R18.77	R18.77	R19.59
H	15.46	16.73	17.81	19.08	19.47	20.35

Provided, however:

(1) that the top rate payable to a packaging assistant employed exclusively on sorting or examining packaging shall be that prescribed for the fourth six months' experience by this Table, irrespective of that packaging assistant's actual experience; provided further, however, that not less than one in every five or portion of five packaging assistants so employed shall be paid at not less than the rate prescribed by this Table for a packaging assistant with more than three years' experience; and

(2) that a packaging assistant, employed on a tape printing machine on which three or more colours are being printed simultaneously, shall be paid at not less than the rates prescribed by this Table for night work if such packaging assistant is employed on day work and at not less than such rates plus 10% if such packaging assistant is employed on night work.

TABLE 23.

Weekly Wages payable to Tape Printer Operators according to their experience in the Industry.

DAY WORK.				
Area.		First six months.	Second six months.	Thereafter.
All except H		R13.49	R14.86	R15.88
H		14.25	15.42	16.18

NIGHT WORK				
Area.		First six months.	Second six months.	Thereafter.
All except H		R14.64	R16.09	R17.54
H		15.46	16.73	17.81

41. WORKING RULES

(1) An employer shall not permit any person other than a journeyman machine minder (packaging) or an apprentice to that trade to set up, make ready, including affixing rubber stereotypes, if any, regulate the supply of ink or make any other adjustment to the mechanism of a bag making machine. No other employee shall do such work.

(2) An employer shall not permit any bag making machine to be operated except under the supervision of a journeyman machine minder (packaging) or an apprentice to that trade.

(3) An employer shall not permit any machine of a class mentioned in paragraph (b) of the definition of packaging assistant in Section 39 of this Agreement to be set up or operated except under the supervision of a journeyman machine minder (packaging), a printers' mechanic or an apprentice to such a trade.

(4) Notwithstanding the provisions of Section 25 of this Agreement, a journeyman machine minder (packaging) or an apprentice to that trade may match inks, make flexible stereotypes, supervise or operate printing machines used in the production of packaging, or operate a power operated guillotine cutting machine.

(5) An employer shall not permit a journeyman machine minder (packaging) or an apprentice to that trade to supervise the operation of more than four machines of the types mentioned in sub-sections (2) and (4) of this Section and paragraph (b) of the definition of packaging assistant in Section 39. Similarly an employer shall not permit a printers' mechanic or an apprentice to that trade to supervise the operation of more than four machines of the types mentioned in paragraph (b) of the definition of packaging assistant in Section 39.

(6) All work in connection with printing on pressure sensitive adhesive tape shall be done by, or carried on under the supervision of, a journeyman machine minder (packaging), letterpress machine minder or printers' mechanic. No such journeyman shall be required or permitted to supervise or operate more than eight tape printing machines. Where less than eight tape printing machines are in use, the journeyman may be employed part-time on other work provided that he is always on duty while the tape printing machines are being operated;

(7) An employer shall not require or permit a packaging assistant to be in attendance on more than four tape printing machines;

(8) An employer shall not require or permit a tape printer operator to be in attendance on more than one tape printing machine;

(9) A tape printer operator is eligible for promotion to the position of a packaging assistant and on promotion, shall be paid at not less than the rate prescribed for the fourth six months of experience by Table 22 of Section 40 irrespective of his actual experience in the Industry. The wage rate of such an employee shall thereafter be increased as if he had had eighteen months' experience at the date of his promotion to the position of packaging assistant.

(10) An employer who wishes to operate extruders (including extruder coaters) of plastic material on a continuous basis shall notify the Joint Board concerned, or the Standing Committee where no such Joint Board exists, of his intention of doing so. The provisions of Government Notice R.1019 of the 9th July,

Met dien verstande egter:

(1) dat die hoogste tarief betaalbaar aan 'n houerassistent wat uitsluitlik werksaam is met die sortering of ondersoek van houers, dié moet wees wat voorgeskryf is vir die vierde 6 maande ondervinding in hierdie Tabel, ongeag daardie houerassistent se werklike ondervinding; voorts met dien verstande egter dat minstens 1 in elke 5 of gedeelte van 5 houerassistent wat aldus in diens is, besoldig moet word teen minstens die tarief voorgeskryf in hierdie tabel vir 'n houerassistent met meer as 3 jaar ondervinding; en

(2) dat 'n houerassistent, wat in diens is by 'n banddrukmasjien waarop 3 of meer kleure tegelykertyd afgedruk word, besoldig moet word teen minstens die tariewe voorgeskryf in hierdie Tabel vir nagwerk indien so 'n houerassistent op dagwerk in diens is en teen minstens daardie tariewe plus 10 persent indien sodanige houerassistent op nagwerk in diens is.

TABEL 23.

Weeklone betaalbaar aan banddrukmasjienbedieners volgens hul ondervinding in die Nywerheid.

DAGWERK.				
Gebied.		Eerste ses maande.	Tweede ses maande.	Daarna.
Almal behalwe H		R13.49	R14.86	R15.88
H		14.15	15.42	16.18

NAGWERK.				
Gebied.		Eerste ses maande.	Tweede ses maande.	Daarna.
Almal behalwe H		R14.64	R16.09	R17.54
H		15.46	16.73	17.81

41. WERKREGLEMENT

(1) 'n Werkgewer mag niemand anders as 'n vakmanmasjienbediener (houers) of 'n vakleerling in daardie bedryf toelaat om 'n sakmasjien op te stel, daarop toe te stel, met inbegrip van die aanbring van rubberstereo's, as daar is, die inkttoevoer te reguleer of om enige verstelling van die meganisme uit te voer nie. Geen ander werknemer mag dié werk doen nie.

(2) 'n Werkgewer mag nie toelaat dat 'n sakmasjien bedien word nie tensy dit onder toesig van 'n vakman-masjienbediener (houers) of 'n vakleerling in dié bedryf plaasvind.

(3) 'n Werkgewer mag nie toelaat dat 'n masjien van 'n klas genoem in paragraaf (b) van die woordomskeywing van „houerassistent” in klousule 39 van hierdie Ooreenkoms, opgestel of bedien word nie, tensy dit onder toesig van 'n vakman-masjienbediener (houers) of 'n drukkerswerktuigkundige of 'n vakleerling in dié bedryf plaasvind nie.

(4) Ondanks die bepalings van klousule 25 van hierdie Ooreenkoms mag 'n vakman-masjienbediener (houers) of 'n vakleerling in dié bedryf ink pas, buigbare stereo's maak of toesig hou oor drukmasjiene wat vir die vervaardiging van houers gebruik word, of hulle bedien, of 'n kragvalmes bedien.

(5) 'n Werkgewer mag nie toelaat dat 'n vakman-masjienbediener (houers) of 'n vakleerling in dié bedryf toesig hou oor die bediening van meer as 4 masjiene van die soorte genoem in sub-klousules (2) en (4) van hierdie klousule en paragraaf (b) van die woordomskeywing van „houerassistent” in klousule 39 nie. So ook mag 'n werkgewer nie toelaat dat 'n drukkerswerktuigkundige of 'n vakleerling in dié bedryf toesig hou oor die bediening van meer as 4 masjiene van die soorte genoem in paragraaf (b) van die woordomskeywing van „houerassistent” in klousule 39 nie.

(6) Alle werk in verband met druk op drukgevoelige kleefband moet gedoen word deur of uitgevoer word onder toesig van 'n vakman-masjienbediener (houers), hoogdrukmasjienbediener of drukkerswerktuigkundige. Geen sodanige vakman mag verplig of toegelaat word om toesig te hou oor meer as 8 banddrukmasjiene of om hulle te bedien nie. Waar minder as 8 banddrukmasjiene gebruik word, mag die vakman deelyds op ander werk in diens wees; met dien verstande dat hy altyd op diens is terwyl die banddrukmasjiene bedien word.

(7) 'n Werkgewer mag nie 'n houerassistent verplig of toelaat om meer as 4 banddrukmasjiene te bedien nie.

(8) 'n Werkgewer mag nie 'n banddrukmasjienbediener verplig of toelaat om meer as 1 banddrukmasjien te bedien nie.

(9) 'n Banddrukmasjienbediener kom in aanmerking vir bevordering tot die betrekking van 'n houerassistent en by bevordering moet hy minstens die tarief betaal word wat vir die vierde 6 maande ondervinding by Tabel 22 van klousule 40 voorgeskryf word, ongeag sy werklike ondervinding in die Nywerheid. Daarna moet die loontarief van so 'n werknemer verhoog word asof hy 18 maande ondervinding gehad het op die datum van sy bevordering tot die betrekking van houerassistent.

(10) 'n Werknemer wat uitstoters, insluitende uitstoter-bedekers van plastiekstowwe op 'n onderbroke proses wil gebruik, moet die betrokke Gesamentlike Raad, of die Staande Komitee waar daar geen Gesamentlike Raad bestaan nie, in kennis stel van sy voorneme om dit te doen. Die bepalings van Goewermentskennisgewing No. R.1019 van 9 Julie 1965 is dan van toe-

1965, shall then apply in respect of employees working on such equipment, provided, however, that all time worked in excess of 40 hours per week shall be paid for at the rates prescribed by paragraph (a) or (b) of Section 13 (1) of this Agreement.

CHAPTER 7

SILK SCREEN SECTION

42. DEFINITIONS

Unless inconsistent with the context:

"labourer" means an employee who is employed exclusively upon one or more of the following operations—

- (a) cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;
- (b) loading or unloading vehicles;
- (c) carrying, moving, stacking or unpacking goods;
- (d) sorting packages or parcels;
- (e) filling bottles or other containers for stock;
- (f) affixing printed or ready addressed labels on to bottles, boxes, bales or other packages, stencilling and/or marking boxes, bales, or other packages;
- (g) packing goods, including the wrapping of printed matter into parcels for delivery or opening or closing boxes, parcels, bales or other packages;
- (h) making or maintaining fires or removing refuse or ashes;
- (i) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (j) assisting on delivery vans or vehicles;
- (k) tending, harnessing or unharnessing animals;
- (l) oiling or greasing vehicles, other than motor vehicles;
- (m) making tea or similar beverages;
- (n) preparing stock prior to screen printing or applying transfers or decals;
- (o) racking, unracking or piling stock after processing;
- (p) the total immersion of articles into paint by hand;
- (q) sanding by hand;
- (r) assisting in applying silk to frames;
- (s) stirring paint or pouring paint on to screens; or
- (t) washing up silk screen frames or units;

"screen machine operator" means an employee who sets up and maintains the operation of a power-driven silk screen press and who holds a valid screen machine operator's card issued by the Trade Union or who is registered as such by a Joint Board or the Standing Committee;

"screen preparer" means an employee, who is employed upon the preparation of screens on screen process printing units, including screen printing machines, by applying any type of stencil or doing the necessary hand blocking or who places work in register on silk screen units (manual) or who is employed upon the operation of a cutawl, jig-saw, band-saw, planing machine or circular saw, and who may, in addition, set up and lay stock on screen process units other than power-driven machines;

"screen worker" means an employee who is employed upon one or more of the following operations—
laying stock, lowering frame, pulling squeegee, raising frame, removing stock or repairing leaks in connection with the operation of screen process printing units, other than power-driven machines, cutting of stock and materials with shears or benchknife, including trimming, roller coater feeding or applying silk, nylon or other mesh fabric to frames.

"silk screen cutterman" means an employee, who operates a power or manually operated cutting machine in the Silk Screen Section;

"stencil cutter or maker" means an employee who is employed upon the preparation of stencils by cutting and/or by photographic methods.

43. WAGE RATES

(1) No employer shall pay to an employee of a class specified hereunder and no such employee shall accept wages at less than the following weekly rates for the area concerned:

TABLE 24.

Artists

(Other than Creative Artists.)

Area.	DAY WORK.
B	R27.74½
C	28.74½
D	30.00½
E	30.56
F	31.13
G	32.05½
Ga	31.84½
H	32.55

passing ten opsigte van werknemers wat met sulke uitrusting werk; met dien verstande egter, dat vir alle tyd wat langer as 40 uur per week gewerk word, betaal moet word teen die tariewe wat by paragraaf (a) of (b) van klousule 13 (1) van hierdie Ooreenkoms voorgeskryf word.

HOOFSTUK 7

SYSKERMAFDELING

42. WOORDOMSKRYWINGS

Tensy dit onbestaande met die sinsverband is, beteken:

"arbeider" 'n werknemer wat uitsluitlik vir een of meer van ondergenoemde werksaamhede in diens is—

- (a) persele, voertuie, diere, gerei, masjinerie, implemente, gereedskap of ander artikels skoonmaak;
- (b) voertuie laai of aflaai;
- (c) goedere dra, verskuif, opstapel of uitpak;
- (d) pakkette of pakkies sorteer;
- (e) bottels of ander houers vir voorraad volmaak;
- (f) gedrukte of klaar geadresseerde etikette aan bottels, kaste, bale of ander pakkies heg, kaste, bale of ander pakkies stensil en/of merk;
- (g) goedere verpak, met inbegrip van die toedraai van drukwerk in pakkette vir aflewering of kaste, pakkette, bale of ander pakkies oop- of toemaak;
- (h) vuurmaak of vure aan die gang hou of afval of as verwyder;
- (i) briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handvoertuig aflewer of vervoer;
- (j) op afleweringswaens of voertuie help;
- (k) diere versorg, inspan of uitspan;
- (l) voertuie olie of smeer, maar nie motorvoertuie nie;
- (m) tee of dergelike drank maak;
- (n) voorrade gereedmaak voordat syskermwerk begin, of oordrukplaatjies of decals aansit;
- (o) voorrade na bewerking daarvan op rakke pak, van rakke afhaal of opstapel;
- (p) artikels geheel en al in verf met die hand indoop;
- (q) met die hand skuur;
- (r) help om sy aan rame te span;
- (s) verf roer of verf op skerms uitgiel; of
- (t) syskermrame of -eenhede was;

"skermmasjienbediener" 'n werknemer wat 'n kragssyskermers opstel en laat werk, wat in besit is van 'n geldige skermmasjienbedienerskaart wat deur die vakvereniging uitgereik is of wat as sodanig deur 'n Gesamentlike Raad of die Staande Komitee geregistreer is.

"skermbereider" 'n werknemer wat in diens is by die bereiding van skerms op syskermproseseenhede, met inbegrip van skermdrukmasjiene, deur enige soort stensil te gebruik of die nodige handblokwerk te doen of wat werk in register op syskermseenhede (hand-) plaas, of wat 'n uitsnysels-, uitsnysaag-, bandsaag-, skaafmasjiene of sirkelsaag bedien, en wat daarbenewens velle berei en op skermproseseenhede, uitgesonderd kragmasjiene, kan ople;

"skermwerker" 'n werknemer in diens op een of meer van ondergenoemde werksaamhede—

velle inlê, raam laat sak, roller trek, raam ophig, gedrukte velle verwyder of lekplekke heelmaak in verband met die werking van skermprosedrukeenhede, uitgesonderd kragmasjiene, velle en materiaal met skêr of bankmes sny, met inbegrip van afwerking, rolbedekkers voer of sy, nylon of ander maasdoek aan rame aansit;

"syskermstryer" 'n werknemer wat 'n krag- of handsnymasjiene in die syskermafdeling bedien;

"stensilsnyer of -maker" 'n werknemer wat met die bereiding van stensils deur middel van sny- en/of fotografiese metodes werksaam is.

43. LOONTARIEWE

(1) Geen werkgewer mag 'n werknemer van 'n klas hieronder gespesifiseer, minder betaal en geen werknemer mag 'n loon teen minder as onderstaande weekloontariewe vir die betrokke gebied aanneem nie:

TABEL 24.

Kunstenaars.

(Uitgesonderd skeppende kunstenaars.)

Gebied.	DAGWERK.
B	R27.74½
C	28.74½
D	30.00½
E	30.56
F	31.13
G	32.05½
Ga	31.84½
H	32.55

TABLE 25.

Area.	Foremen.	DAY WORK.
B		R18.95
C		19.22
D		20.79
E		21.49½
F		22.05
G		22.05
Ga		23.36
H		23.70½

TABLE 26.

Silk Screen Cuttermen.

DAY WORK.

All Areas.

Employed on the operation of a cutting machine designed for operation by power	R26.25
Employed on the operation of a cutting machine designed solely for manual operation	13.65

TABLE 27.

Screen Machine Operators.

DAY WORK.

All Areas.

Supervising or operating one machine	R18.97½
Supervising or operating two machines	24.80½

TABEL 25.

Gebied.	Voormanne.	DAGWERK.
B		R18.95
C		19.22
D		20.79
E		21.49½
F		22.05
G		22.05
Ga		23.36
H		23.70½

TABEL 26.

Syskermersnyers

DAGWERK.

Alle Gebiede.

Werknemers wat 'n snymasjien bedien wat ontwerp is om met krag te werk	R26.25
Werknemers wat met 'n snymasjien werk wat uitsluitlik met die hand gewerk word	13.65

TABEL 27.

Skermmasjienbedieners.

DAGWERK.

Alle Gebiede.

Toesig oor of werk met een masjien	R18.97½
Toesig oor of werk met twee masjiene	24.80½

TABLE 28.

Junior Artists (Other than Creative Artists).

DAY WORK.

Area.	First six months.	Second six months.	Third six months.	Fourth six months.	Fifth six months.	Sixth six months.	Seventh six months.
B	R11.39	R12.23	R12.94½	R13.44	R13.88½	R15.19½	R17.92½
C	11.87	12.94½	13.57½	13.81	14.28	15.49	18.17
D	13.78½	14.81	15.23	15.72½	16.12	17.22	19.58
E	14.18	15.07	15.61½	16.12	16.51½	17.59	19.90
F	14.44	15.23	16.12	17.01	17.33	18.32	20.55½
G	14.18	15.23	16.12	17.01	17.33	18.32	20.55½
Ga	15.75	17.01	17.66½	18.43	18.66½	19.66½	21.91½
H	16.64	17.66½	18.43	18.66½	18.97½	19.95	22.23½

TABEL 28.

Junior kunstenaars (uitgesonderd skeppende kunstenaars).

DAGWERK.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Sewende ses maande.
B	R11.39	R12.23	R12.94½	R13.44	R13.88½	R15.19½	R17.92½
C	11.87	12.94½	13.57½	13.81	14.28	15.49	18.17
D	13.78½	14.81	15.23	15.72½	16.12	17.22	19.58
E	14.18	15.07	15.61½	16.12	16.51½	17.59	19.90
F	14.44	15.23	16.12	17.01	17.33	18.32	20.55½
G	14.18	15.23	16.12	17.01	17.33	18.32	20.55½
Ga	15.75	17.01	17.66½	18.43	18.66½	19.66½	21.91½
H	16.64	17.66½	18.43	18.66½	18.97½	19.95	22.23½

TABLE 29.

Screen Preparers.

DAY WORK.

Area.								First six months.	Second six months.	Third six months.	Fourth six months.	Thereafter
	..	..	..	..	..	..	..	R11.39	R12.23	R12.94½	R13.44	R13.88½
C	..	..	..	..	..	..	..	11.87	12.94½	13.57½	13.81	14.28
D	..	..	..	..	..	..	..	13.70	14.81	15.23	15.72½	16.12
E	..	..	..	..	..	..	..	14.18	15.07	15.61½	16.12	16.51½
F	..	..	..	..	..	..	..	14.44	15.23	16.12	17.01	17.33
G	..	..	..	..	..	..	..	14.18	15.23	16.12	17.01	17.33
Ga	..	..	..	..	..	..	..	15.75	17.01	17.66½	18.43	18.66½
H	..	..	..	..	..	..	..	16.64	17.66½	18.43	18.66½	18.97½

TABEL 29.

Skermbereiders.

DAGWERK.

Gebied.								Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Daarna.
	..	..	..	..	..	..	..	R11.39	R12.23	R12.94½	R13.44	R13.88½
B	..	..	..	..	..	..	..	11.87	12.94½	13.57½	13.81	14.28
C	..	..	..	..	..	..	..	13.70	14.81	15.23	15.72½	16.12
D	..	..	..	..	..	..	..	14.18	15.07	15.61½	16.12	16.51½
E	..	..	..	..	..	..	..	14.44	15.23	16.12	17.01	17.33
F	..	..	..	..	..	..	..	14.18	15.23	16.12	17.01	17.33
G	..	..	..	..	..	..	..	15.75	17.01	17.66½	18.43	18.66½
Ga	..	..	..	..	..	..	..	16.64	17.66½	18.43	18.66½	18.97½
H	..	..	..	..	..	..	..					

TABLE 30.

Stencil Cutters or Makers.

DAY WORK.

Area.			First six months.	Second six months.	Third six months.	Fourth six months.	Fifth six months.	Sixth and Seventh six months.	There- after.
	..	..	R10.63½	R11.39	R12.23	R12.94½	R13.44	R13.88½	R17.92½
B	..	..	11.10½	11.87	12.94½	13.57½	13.81	14.28	18.17
C	..	..	13.07	13.70	14.81	15.23	15.72½	16.12	19.58
D	..	..	13.44	14.18	15.07	15.61½	16.12	16.51½	20.23½
E	..	..	13.78½	14.44	15.23	16.12	17.01	17.33	20.74
F	..	..	13.44	14.18	15.23	16.12	17.01	17.33	20.74
G	..	..	14.86	15.75	17.01	17.66½	18.43	18.66½	21.91½
Ga	..	..	15.75	16.64	17.66½	18.43	18.66½	18.97½	22.23½
H	..	..							

TABEL 30.

Stensilsnyers of -makers.

DAGWERK.

Gebied.			Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde en sewende ses maande.	Daarna.
	..	..	R10.63½	R11.39	R12.23	R12.94½	R13.44	R13.88½	R17.92½
B	..	..	11.10½	11.87	12.94½	13.57½	13.81	14.28	18.17
C	..	..	13.07	13.70	14.81	15.23	15.72½	16.12	19.58
D	..	..	13.44	14.18	15.07	15.61½	16.12	16.51½	20.23½
E	..	..	13.78½	14.44	15.23	16.12	17.01	17.33	20.74
F	..	..	13.44	14.18	15.23	16.12	17.01	17.33	20.74
G	..	..	14.86	15.75	17.01	17.66½	18.43	18.66½	21.91½
Ga	..	..	15.75	16.64	17.66½	18.43	18.66½	18.97½	22.23½
H	..	..							

TABLE 31.
Silk Screen Probationers.

DAY WORK.

Area.	First year.	Second year.
B	R6.06½	R8.72
C	6.22½	8.93
D	6.51	9.40
E	7.04	10.19
F	7.19	10.40
G	7.25	10.52½
Ga	7.35	10.63½
H	7.40	10.73½

TABLE 32.
Screen Workers.

DAY WORK.

All Areas.

During the first year of experience	R11.55
During the second year of experience	11.72
During the third year of experience	12.32
Thereafter	12.67½

A Screen Worker under the age of 18 years may be paid R0.80 per week less than the rates stated.

(2) Notwithstanding anything else herein contained a silk screen probationer who at the date of coming into operation of this Agreement is in receipt of a higher wage than that prescribed for his class shall be paid such higher wage while in the service of the same employer.

(3) An employee employed upon night work shall be paid at a rate not less than 10 per cent higher than the rate payable to him in terms of sub-section (1) for day work.

44. SILK SCREEN PROBATIONERS

In order to determine the type of work upon which he can best be employed, a silk screen probationer paid at not less than the rates specified in Table 31 may for a period not exceeding 24 months be employed upon any class of work with the exception of the operation and supervision of power-driven silk screen process printing machines. The whole period of experience of such an employee in the Industry shall be taken into account when determining after 24 months' employment the minimum wage payable to him in terms of the relative scale applicable in view of the type of work upon which he is eventually employed.

45. WORKING RULES

(1) An employer shall not permit any person other than a screen machine operator to set up or supervise the operation of any power-driven screen process printing machine; provided, however, that an artist or stencil cutter or maker may place work in register on any such machine.

(2) An employer shall not permit a screen machine operator to operate or supervise the operation of more than two power-driven screen process printing machines and no such employee shall so supervise or operate more than two such machines.

(3) An employer shall not require or permit a screen machine operator to operate or supervise the operation of manual units while any machine required to be supervised or operated by him is in operation.

(4) When a screen machine operator is required to supervise the operation of two power-driven silk screen process printing machines, the feeding of any such machine or machines may be performed by an employee paid at not less than the rates applicable to screen preparers—Table 29.

(5) At least one Screen Worker, or other employee paid at a higher wage rate, shall be employed on each screen on which squeegee pulling is in operation. Where on a particular screen assistance is required for squeegee pulling, labourers paid at the rate prescribed for that class of employee may be employed in addition.

(6) Notwithstanding anything to the contrary contained in this Agreement, a silk screen cutterman, paid at not less than the rate prescribed in Table 26, may do whatever cutting is required in connection with printed matter produced by the silk screen process printing method.

(7) An employer shall not require or permit a silk screen cutterman to do cutting required in connection with printed matter produced by any other method of printing or to operate a cutting machine for any purpose other than that stated in sub-section (6) hereof.

TABEL 31.
Syskermproefleerlinge.

DAGWERK.

Gebied.	Eerste jaar.	Tweede jaar.
B	R6.06½	R8.72
C	6.22½	8.93
D	6.51	9.40
E	7.04	10.19
F	7.19	10.40
G	7.25	10.52½
Ga	7.35	10.63½
H	7.40	10.73½

TABEL 32.
Skermwerkers.

DAGWERK.

Alle Gebiede.

Gedurende eerste jaar ondervinding	R11.55
Gedurende tweede jaar ondervinding	11.72
Gedurende derde jaar ondervinding	12.32
Daarna	12.67½

'n Skermwerker wat onder die leeftyd van 18 jaar is mag R0.80 per week minder as die genoemde tariewe betaal word.

(2) Ondanks andersluidende bepalings hierin moet 'n syskermproefleerling wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang as dié wat vir sy klas voorgeskryf word, sodanige hoër loon betaal word terwyl hy by dieselfde werkgewer in diens is.

(3) 'n Werknemer wat nagdiens doen, moet besoldig word teen 'n tarief wat minstens 10 persent hoër is as die tarief wat aan hom kragtens subklousule (1) vir dagwerk betaalbaar is.

44. SYSKERMPROEFLEERLINGE

Ten einde vas te stel vir watter soort werk hy die beste sal deug, mag 'n syskermproefleerling wat minstens die tarief in Tabel 31 ontvang, vir hoogstens 24 maande gebruik word vir enige klas werk buiten die bediening van en toesig oor krag-syskermmasjiene. So 'n werknemer se hele tydperk van ondervinding in die Nywerheid moet in ag geneem word wanneer sy minimum loon bepaal word wat ná 24 maande diens aan hom betaalbaar is ingevolge die betrokke skaal wat van toepassing is met die oog op die soort werk waarop hy uiteindelik in diens sal wees.

45. WERKREGLEMENT

(1) 'n Werkgewer mag niemand anders as 'n skermmasjienebediener toelaat om 'n krag-syskermmasjiene op te stel of daarvoor toesig te hou nie; met dien verstande egter dat 'n kunstenaar of stensilsnyer of -maker werk in register in enige sodanige masjiene mag plaas.

(2) 'n Werkgewer mag nie 'n skermmasjienebediener toelaat om oor meer as 2 krag-syskermmasjiene toesig te hou of hulle te bedien nie, en geen sodanige werknemer mag meer as 2 sulke masjiene bedien of oor hulle toesig hou nie.

(3) 'n Werkgewer mag nie 'n skermmasjienebediener verplig of toelaat om nie-kragaangedrewe eenhede te bedien of daarvoor toesig te hou terwyl enige masjiene aan die loop is wat deur hom bedien moet word of waarvoor hy moet toesig hou nie.

(4) Wanneer 'n skermmasjienebediener toesig oor 2 krag-syskerm-drukmasjiene moet hou, mag die masjiene/masjiene gevoer word deur 'n werknemer wat minstens die loon ontvang wat vir skerm-bereiders (hand) voorgeskryf word—Tabel 29.

(5) Minstens een skermwerker, of ander werknemer wat teen 'n hoër loontarief besoldig word, moet by elke skerm in diens wees waarop rollertrekwerk gedoen word. Waar hulp by 'n besondere skerm nodig is om die roller te trek, kan boonop van arbeiders gebruik gemaak word wat besoldig word teen die tarief wat vir daardie klas werk voorgeskryf word.

(6) Ondanks enigiets anders in hierdie Ooreenkoms vervat, mag 'n syskerm-snyer wat minstens die loon betaal word wat by Tabel 26 voorgeskryf word, enigiets doen in die vorm van snywerk wat nodig is in verband met bedrukte werk wat deur middel van die syskerm-metode van drukwerk voortgebring word.

(7) 'n Werkgewer mag nie 'n syskerm-snyer verplig of toelaat om snywerk te verrig in verband met drukwerk voortgebring deur enige ander drukmetode of om 'n snymasjiene te bedien vir enige ander doel as dié in subklousule (6) hiervan genoem nie.

CHAPTER 8

LABOURERS IN ALL SECTIONS OF THE INDUSTRY
OTHER THAN THE DUPLICATING SECTION

46. SCOPE OF APPLICATION

The provisions of this Chapter shall be applicable in the following magisterial districts only:

Albert, Alberton, Aliwal North, Balfour, Barberton, Beaufort West, Belfast, Bellville, Benoni, Bethal, Bethlehem, Bloemfontein, Boksburg, Brakpan, Brits, Caledon, Ceres, Christiana, Coligny, Cradock, Dannhauser, De Aar, Delmas, Dundee, Durban, East London, Ermelo, Estcourt, Ficksburg, George, Germiston, Glencoe, Gordonias, Graaff-Reinet, Grahamstown, Hankey, Harrismith, Heidelberg (Tvl.), Hennenman, Hermanus, Johannesburg, Kempton Park, Kimberley, King William's Town, Kirkwood, Klerksdorp, Knysna, Kroonstad, Krugersdorp, Kuruman, Ladybrand, Ladysmith, Letaba, Lichtenburg, Lydenburg, Mafeking, Malmesbury, Marico, Middelburg (Cape), Middelburg (Tvl.), Montagu, Mooi River, Mossel Bay, Mount Currie, Nelspruit, Newcastle, Nigel, Oberholzer, Odendaalsrus, Oudtshoorn, Paarl, Parys, Pietermaritzburg, Pietersburg, Piet Retief, Pinetown, Port Elizabeth, Potchefstroom, Potgietersrus, Pretoria (except in the Government Printing Works), Queenstown, Randfontein, Riversdale, Robertson, Roodepoort, Rustenburg, Senekal, Simonstown, Somerset East, Somerset West, Soutpansberg, Springs, Standerton, Stellenbosch, Strand, Swellendam, The Cape, Uitenhage, Umtata, Vanderbijlpark, Vereeniging, Volksrust, Vryburg, Vryheid, Waterberg, Welkom, Wellington, Westonaria, White River, Witbank, Worcester, Wynberg and Zastron.

47. WAGE RATES

(1) No employer shall pay a labourer and no such employee shall accept wages at less than the following weekly rates:

- (a) In the magisterial districts of Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, East London, Germiston, Hankey, Heidelberg (Transvaal), Johannesburg, Kempton Park, Kimberley, Kirkwood, Krugersdorp, Nigel, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (except in the Government Printing Works), Randfontein, Roodepoort, Simonstown, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria and Wynberg.

Day Work

- (i) Labourer of the age of 18 years or over employed in any section of the Industry other than the Silk Screen and Duplicating Sections:

During the first year of experience ... R12.22

During the second year of experience R12.46

After two years' experience ... R13.37

- (ii) Labourer under the age of 18 years employed in any section of the Industry, other than the Silk Screen and Duplicating Sections. R0.84 per week less than the rates payable in terms of sub-paragraph (i).

- (iii) Notwithstanding the provisions of sub-paragraphs (i) and (ii), a labourer employed exclusively upon one or more operations mentioned in items (cc) to (kk) inclusive of the definition of that class of employee in Section 2 of this Agreement shall be paid at not less than the following weekly rates:

In the magisterial districts of
Bellville, the Cape,
Johannesburg, Simonstown,
and Wynberg.

Per Week.

HOOFSTUK 8

ARBEIDERS IN ALLE AFDELINGS VAN DIE NYWERHEID,
UITGESONDERD DIE DUPLISEERAFDLING.

46. TOEPASSINGSBESTEK

Die bepalings van hierdie hoofstuk is slegs in ondergenoemde landdrosdistrikte van toepassing:

Albert, Alberton, Aliwal-Noord, Balfour, Barberton, Beaufort-Wes, Belfast, Bellville, Benoni, Bethal, Bethlehem, Bloemfontein, Boksburg, Brakpan, Brits, Caledon, Ceres, Christiana, Coligny, Cradock, Dannhauser, De Aar, Delmas, Dundee, Durban, Ermelo, Estcourt, Ficksburg, George, Germiston, Glencoe, Gordonias, Graaff-Reinet, Grahamstad, Hankey, Harrismith, Heidelberg (Tvl.), Hennenman, Hermanus, Johannesburg, die Kaap, Kempton Park, Kimberley, King William's Town, Kirkwood, Klerksdorp, Knysna, Kroonstad, Krugersdorp, Kuruman, Ladybrand, Ladysmith, Letaba, Lichtenburg, Lydenburg, Mafeking, Malmesbury, Marico, Middelburg (Kaap), Middelburg (Tvl.), Montagu, Moirivier, Mosselbaai, Mount Currie, Nelspruit, Newcastle, Nigel, Oberholzer, Odendaalsrus, Oos-Londen, Oudtshoorn, Paarl, Parys, Pietermaritzburg, Pietersburg, Piet Retief, Pinetown, Port Elizabeth, Potchefstroom, Potgietersrus, Pretoria (uitgesonderd in Staatsdrukkery), Queenstown, Randfontein, Riversdal, Robertson, Roodepoort, Rustenburg, Senekal, Simonstad, Somerset-Oos, Somerset-Wes, Soutpansberg, Springs, Standerton, Stellenbosch, Strand, Swellendam, Uitenhage, Umtata, Vanderbijlpark, Vereeniging, Volksrust, Vryburg, Vryheid, Waterberg, Welkom, Wellington, Westonaria, Witrivier, Witbank, Worcester, Wynberg en Zastron.

47. LOONTARIEWE

(1) Geen werkgewer mag 'n arbeider 'n loon betaal wat minder is as onderstaande weeklikse tariewe en geen arbeider mag dit aanneem nie:

- (a) In die landdrosdistrikte Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, die Kaap, Durban, Germiston, Hankey, Heidelberg (Tvl.), Johannesburg, Kempton Park, Kimberley, Kirkwood, Krugersdorp, Nigel, Oos-Londen, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (uitgesonderd in Staatsdrukkery), Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria en Wynberg.

Dagwerk

- (i) Arbeider, 18 jaar of ouer, in diens in enige afdeling van die Nywerheid, uitgesonderd in die syskerm- en dupliseerafdeling:

Gedurende eerste jaar ondervinding ... R12.22

Gedurende tweede jaar ondervinding ... R12.46

Na twee jaar ondervinding ... R13.37

- (ii) Arbeider onder 18 jaar, in diens in enige afdeling van die Nywerheid, uitgesonderd in die syskerm- en dupliseerafdeling. R0.84 per week minder as die tariewe betaalbaar ingevolge subparagraaf (i).

- (iii) Ondanks die bepalings van subparagraawe (i) en (ii) moet 'n arbeider wat uitsluitlik in diens is by een of meer van die werksaamhede genoem in items (cc) tot en met (kk) van die omskrywing van daardie klas werknemer in klousule 2 van hierdie Ooreenkoms, teen minstens ondergenoemde weeklikse tariewe besoldig word:

In the magisterial districts of
Alberton, Benoni,
Boksburg, Brakpan, Durban,
Germiston, Hankey,
Kempton Park, Kirkwood,
Krugersdorp, Nigel,
Port Elizabeth, Pretoria,
Randfontein, Roodepoort,
Spring, Uitenhage,
Vanderbijlpark and
Vereeniging and
Westonaria.

Per Week.

In the magisterial districts of
Balfour, Bloemfontein
Delmas, East London,
Heidelberg, (Tvl.)
Kimberley,
Pietermaritzburg and
Pinetown.

Per Week.

Employee:

Under 18 years of age ..	R7.84	R7.27	R6.71
18 years of age or over ..	R10.44	R9.68	R8.92

DAGWERK.

In die landdrosdistrikte Bellville, die Kaap, Johannesburg, Simonstown en Wynberg.					In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Hankey, Kempton Park, Kirkwood, Krugersdorp, Nigel, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Uitenhage, Vanderbijlpark, Vereeniging en Westonaria.					In die landdrosdistrikte Balfour, Bloemfontein, Delmas, Heidelberg (Tvl.), Kimberley, Oos-Londen, Pietermaritzburg en Pinetown.				
Per Week.					Per Week.					Per Week.				
Werknemer:														
Onder 18 jaar	..	..	..	R7.84	R7.27					R6.71				
18 jaar of ouer	..	..	..	R10.44	R9.68					R8.92				

(iv) Labourers employed in the Silk Screen Section in the areas mentioned below:

DAY WORK.

In the magisterial districts of Bellville, the Cape, Johannesburg, Simonstown, and Wynberg.				In the magisterial districts of Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Hankey, Kempton Park, Kirkwood, Krugersdorp, Nigel, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Spring, Uitenhage, Vanderbijlpark and Vereeniging and Westonaria.				In the magisterial districts of Balfour, Bloemfontein Delmas, East London, Heidelberg, (Tvl.) Kimberley, Pietermaritzburg and Pinetown.							
Per Week.				Per Week.				Per Week.							
Employee:															
Under 18 years of age		..	..	R7.84	R7.27		R6.71								
18 years of age or over		..	..	R10.44	R9.68		R8.92								

(iv) Arbeiders in diens in die syskermafdeling in die gebiede hieronder genoem:

DAGWERK.

In die landdrosdistrikte Bellville, die Kaap, Johannesburg, Simonstown en Wynberg.				In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Hankey, Kempton Park, Kirkwood, Krugersdorp, Nigel, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Uitenhage, Vanderbijlpark, Vereeniging en Westonaria.				In die landdrosdistrikte Balfour, Bloemfontein, Delmas, Heidelberg (Tvl.), Kimberley, Oos-Londen, Pietermaritzburg en Pinetown.				
Per Week.				Per Week.				Per Week.				
Werknemer:												
Onder 18 jaar	..	..	..	R7.84				R7.27				R6.71
18 jaar of ouer	..	..	..	R10.44				R9.68				R8.92

(v) Notwithstanding anything else herein contained, a labourer in the Fibre Container Section in the areas mentioned below, who is employed exclusively upon one or more of the operations mentioned in items (cc) to (kk) inclusive of the definition of that class of employee in Section 2 of this Agreement, may be paid at not less than the following weekly rates:—

(v) Ondanks andersluidende bepalings hierin, mag 'n arbeider in die afdeling veselhouers in die gebiede hieronder genoem, wat uitsluitlik in diens is op een of meer van die werksaamhede genoem in punte (cc) tot en met (kk) van die woordomskrif van daardie klas werknemer in klousule 2 van hierdie Ooreenkoms, besoldig word teen minstens ondergenoemde weeklikse loontariewe:—

DAY WORK.

	In the magisterial district of the Cape.	In the magisterial districts of Bellville, Hankey, Johannesburg, Kirkwood, Port Elizabeth, Simonstown, Uitenhage and Wynberg.	In the magisterial districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Tvl.), Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.	In the magisterial districts of Bloemfontein, Durban, East London, Kimberley, Pietermaritzburg and Pinetown.
	Per Week.	Per Week.	Per Week.	Per Week.
	R	R	R	R
Employee under 18 years of age ..	7.15	6.60	6.33	6.12
18 years of age or over	9.44	8.83	8.54	8.05

DAGWERK.

	In die landdros-distrik die Kaap.	In die landdros-distrikte Bellville, Hankey, Johannesburg, Kirkwood, Port Elizabeth, Simonstad, Uitenhage en Wynberg.	In die landdros-distrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Tvl.), Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.	In die landdros-distrikte Bloemfontein, Durban, Kimberley, Oos-Londen, Pietermaritzburg en Pinetown.
	Per Week.	Per Week.	Per Week.	Per Week.
	R	R	R	R
Werknemer onder 18 jaar	7.15	6.60	6.33	6.12
18 jaar of ouer	9.44	8.83	8.54	8.05

(b) In the other magisterial districts mentioned in Section 46 of this Agreement:

DAY WORK.

	In the magisterial districts of Paarl, Somerset West, Stellenbosch, Strand, Wellington and Worcester.	In the magisterial districts of Hennenman, Klerksdorp, Kroonstad, Oberholzer, Odendaalsrus and Welkom.	In the magisterial districts of Beaufort West, Caledon, Ceres, George, Gordonias, Hermanus, Knysna, Malmesbury, Montagu, Mossel Bay, Oudtshoorn, Potchefstroom, Riversdale, Robertson and Swellendam.	In the magisterial districts of Bethlehem, Cradock, De Aar, Graaff-Reinet, Grahamstown, Harrismith, King William's Town, Middelburg, (Cape), Parys, Queenstown, Somerset East, Standerton, Volksrust and Witbank.	In the magisterial districts of Albert, Aliwal North, Barberton, Bethal, Brits, Coligny, Ermelo, Estcourt, Ficksburg, Kuruman, Ladybrand, Ladysmith, Lichtenburg, Lydenburg, Middelburg (Tvl.), Mooi River, Nelspruit, Pietersburg, Rustenburg, Senekal, Vryburg and White River.	In the magisterial districts of Belfast, Christiana, Dannhauser, Dundee, Glencoe, Letaba, Mafeking, Marico, Mount Currie, Newcastle, Piet Retief, Potgietersrus, Soutpansberg, Umtata, Vryheid, Waterberg and Zastron.
	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.
	R	R	R	R	R	R
Employee: Under 18 years of age	7.49	7.05	6.83	6.64	5.97	5.75
18 years of age or over	8.92	8.60	7.98	7.66	7.15	6.83

(b) In die landdrosdistrikte genoem in klousule 46 van hierdie Ooreenkoms:

DAGWERK.

	In die landdrosdistrikte Paarl, Somerset-Wes, Stellenbosch, Strand, Wellington en Worcester.	In die landdrosdistrikte Hennenman, Klerksdorp, Kroonstad, Oberholzer, Odendaalsrus en Welkom.	In die landdrosdistrikte Beaufort-Wes, Caledon, Ceres, George, Gordonia, Hermanus, Knysna, Malmesbury, Montague, Mosselbaai, Oudtshoorn, Potchefstroom, Riversdal, Robertson en Swellendam.	In die landdrosdistrikte Bethlehem, Cradock, De Aar, Graaff-Reinet, Grahamstad, Harrismith, King William's Town, Middelburg (Kaa), Parys, Queenstown, Somerset-Oos, Standerton, Volksrus en Witbank.	In die landdrosdistrikte Albert, Aliwal-Noord, Barberton, Bethal, Brits, Coligny, Ermelo, Estcourt, Ficksburg, Kuruman, Ladybrand, Ladysmith, Lichtenburg, Lydenburg, Middelburg (Tvl.), Mooirivier, Nelspruit, Pietersburg, Rustenburg, Senekal, Vryburg en Witrivier.	In die landdrosdistrikte Belfast, Christiana, Dannhauser, Dundee, Glencoe, Letaba, Mafeking, Marico, Mount Currie, Newcastle, Piet Retief, Potgietersrus, Soutpansberg, Umtata, Vryheid, Waterberg en Zaaron.
	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.
Werknemer:	R	R	R	R	R	R
Onder 18 jaar ..	7.49	7.05	6.83	6.64	5.97	5.75
18 jaar of ouer ..	8.92	8.60	7.98	7.66	7.15	6.83

(c) A labourer employed upon night work shall be paid at a rate not less than 10 per cent higher than the rate payable to him in terms of this sub-section for day work.

(2) Notwithstanding anything to the contrary contained in this Agreement, a labourer may be employed on driving a motor scooter, motorised tricycle, motorised bicycle or similar vehicle. No employer shall pay a labourer so employed and no such employee shall accept wages at less than the following weekly rates:

Where the engine is 50 c.c.s. or less	R10.73
Where the engine is more than 50 c.c.s.:	
During the first year of experience	R12.22
During the second year of experience	R12.46
After two years' experience	R13.37

(3) When a labourer has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder may be made from his wages:

For board, per week	30c
For lodging, per week	20c
For board and lodging, per week	50c

(4) The minimum rate at which remuneration shall be paid by an employer to a casual labourer, for each day of employment, shall be one-fifth of the weekly remuneration prescribed in accordance with the type of work done for an adult labourer—Factory or Unskilled—in his first year of employment, and for a lesser period than one day at the rate of one forty-fourth of the said weekly wage for each hour or portion of an hour worked.

(5) For the purpose of ascertaining the hourly rate of remuneration of a labourer, the weekly remuneration payable to the employee concerned at the time, being not less than the minimum provided in this Agreement, shall be divided by the number of hours specified in Section 48, and for the purpose of ascertaining the daily rate, such hourly rate shall be multiplied by the number of hours normally worked during the day affected.

(6) Notwithstanding anything else herein contained a labourer who at the date of coming into operation of this Agreement is in receipt of a higher wage than that prescribed for his class shall be paid such higher wage while in the service of the same employer.

(7) An employer shall not employ any person under the age of 16 years as a labourer.

48. HOURS OF WORK

(1) The ordinary hours of work of labourers shall be 44 hours per working week.

(2) An employer shall arrange the ordinary working hours of labourers in his establishment so as to provide for an afternoon off (excluding Sunday); provided that in the case of afternoon newspaper establishments, when an afternoon off per week cannot be provided, equivalent time off, or one whole day per fortnight, may be substituted for one afternoon off per week; and provided further, that the normal working hours, excluding meal times on any one day shall not exceed 8½ except in establishments where the normal week's work is completed in five days, in which case the normal day's work shall not exceed 9½ hours.

(c) 'n Arbeider in diens op nagwerk moet betaal word teen 'n tarief van minstens 10 persent hoër as die tarief betaalbaar aan hom ingevolge hierdie subklousule vir dagwerk.

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms mag 'n arbeider in diens wees om 'n bromponie, motordriewiel, motortrappiets of dergelike voertuig te bestuur. Geen werkgewer mag 'n arbeider wat aldus in diens is, laer weeklikse tariewe betaal, en geen werknemer mag laer tariewe as ondergenoemde weeklikse tariewe aanneem nie:

As enjin 50 c.c. of minder is	R10.73
As enjin meer as 50 c.c. is:	
Gedurende eerste jaar ondervinding	R12.22
Gedurende tweede jaar ondervinding	R12.46
Na 2 jaar ondervinding	R13.37

(3) Ingeval 'n arbeider ingestem het om etes en/of huisvesting van sy werkgewer aan te neem, mag 'n aftrekking van hoogstens ondergenoemde bedrae van sy loon gedoen word:

Vir etes, per week	30c
Vir huisvesting, per week	20c
Vir etes en huisvesting, per week	50c

(4) Die minimum tarief waarteen besoldiging deur 'n werkgewer aan 'n los arbeider betaal moet word vir elke dag diens, is een vyfde van die weeklikse besoldiging voorgeskryf, ooreenkomstig die soort werk gedoen, vir 'n volwasse arbeider—fabrieks- of ongeskoolde arbeider—in sy eerste jaar diens, en vir 'n korter tydperk as een dag teen 'n tarief van een vier-en-veertigste van genoemde weekloon vir elke uur of gedeelte van 'n uur gewerk.

(5) Ten einde die uurtarief van besoldiging van 'n arbeider vas te stel, moet die weeklikse besoldiging wat aan die betrokke werknemer op daardie tydstop betaalbaar is, wat minstens die minimum moet wees wat in hierdie Ooreenkoms voorgeskryf word, gedeel word deur die getal ure gespesifiseer in klousule 48, en ten einde die daaglikse tarief vas te stel, moet sodanige uurtarief vermenigvuldig word met die getal ure wat normaalweg gedurende die betrokke dag gewerk word.

(6) Ondanks andersluidende bepalings hierin, moet 'n arbeider wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang as dié wat vir sy klas voorgeskryf word, betaal word teen sodanige hoër loon terwyl hy by dieselfde werkgewer in diens is.

(7) 'n Werkgewer mag niemand onder die ouderdom van 16 jaar as 'n arbeider in diens hê nie.

48. WERKURE

(1) Die gewone werkure van arbeiders moet 44 uur per werkweek wees.

(2) 'n Werkgewer moet die gewone werkure van arbeiders in sy inrigting so reël dat voorsiening gemaak word vir 'n namiddag vry (uitgesonderd Sondag); met dien verstande dat in die geval van inrigtings vir middagkoerante waar nie voorsiening vir 'n vry namiddag gemaak kan word nie, 'n gelyke tyd vry of een hele dag per 14 dae in plaas van 1 namiddag per week vry gegee kan word; en voorts met dien verstande dat die gewone werkure, uitgesonderd maaltye, op enige dag hoogstens 8½ moet wees, uitgesonderd in inrigtings waar die gewone week se werk in 5 dae voltooi word, en in dié geval moet die gewone dag se werk nie meer as 9½ uur wees nie.

(3) An employer shall arrange the working hours on all days on which the working time exceeds five hours so as to allow for a break of at least one hour after five hours' continuous work; provided that for this purpose work interrupted by breaks of less than one hour shall be deemed to be continuous. An employer shall not require or permit a female employee to work between 6 p.m. and 6 a.m. or after 1 p.m. on more than five days in any calendar week.

(4) Night workers engaged on morning newspapers may be required to work on Sunday evenings as part of their regular shift. In cases where the nature of the work performed in an establishment requires that certain employees should work in a shift which varies from the normal day or night shift, the Standing Committee may authorise a schedule of working hours for the employees concerned.

(5) Labourers on maintenance whose duties require that they should work on Sundays may be authorised by an exemption certificate issued by the Local Joint Board, or by the Standing Committee where no Joint Board exists, to work on Sundays at normal rates of pay, for a number of hours to be stipulated in such exemption certificate; and any hours worked on Sundays in excess of the hours so stipulated shall be paid for at the rates prescribed by Section 49 of this Agreement.

(6) An employer who requires any of his regular labourers to work short time shall give such employees at least 12 hours' notice thereof. An employer shall pay to any such employee working short time not less than 24 hours' wages in any working week.

(7) Employers and employees shall not permit less than eight hours to elapse between the finishing of one day's or night's work and the commencing of another by the same employee. This shall not prohibit the performance of work necessitated by a special emergency.

(8) For the purposes of this Agreement, the day of the commencement of a shift shall determine the day on which that shift is worked and all time worked on that shift, including any time in excess of the normal hours of the shift, shall be deemed to have been worked on the same day.

49. OVERTIME

(1) All time worked by a labourer during any working week in excess of the maximum number of ordinary hours of work prescribed in Section 48 (1) of this Agreement shall be deemed to be overtime; provided, however, that ordinary time lost by an employee because of illness or at the request or by permission of his employer shall not be required to be made up before remuneration for overtime becomes payable.

(2) Subject to the provisions of sub-section (3) hereof, no employer shall pay and no labourer shall accept remuneration for overtime worked at less than one and one-third times the remuneration payable for ordinary time calculated in terms of Section 47 (5) of this Agreement.

(3) (a) Save in respect of night workers in an establishment producing a morning newspaper, and in respect of maintenance labourers exempted to work on Sunday, and subject to sub-section (4) hereof, an employer shall pay a labourer who works on a Sunday remuneration at the following rates, either—

- (i) double the remuneration payable in respect of the period ordinarily worked by him on a week-day; or
- (ii) one and one-third times his ordinary rate for the total period worked on such Sunday, and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(b) All time worked on a Sunday by a labourer, in respect of whom paragraph (a) is applicable, in excess of the period ordinarily worked by him on a week-day shall be paid for at double time.

(4) In cases where work is performed by the regular staff of employees on Saturdays or Sundays in connection with the production of late Saturday evening and Sunday newspapers, the overtime rate payable to the labourers concerned shall be as stated in sub-section (2) hereof.

(5) An employer shall not require or permit an employee to work overtime for a total period exceeding, in any one working week:

- (a) ten hours; or
- (b) a number of hours (which may exceed ten) fixed by the Local Joint Board, or the Standing Committee where no Joint Board exists, by notice in writing to the employer, specifying the employee or class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid.

(6) The provisions of Section 13 (3) hereof shall apply in respect of female labourers.

50. HOLIDAYS

(1) Every employer shall grant to every labourer in his employ in respect of each period of 12 months' employment by him, and not later than two months after the termination of the said period (except as provided in sub-sections (8) and (9) of this section), leave of absence on full pay of not less than three weeks; provided that:

(3) 'n Werkgewer moet die werkure op alle dae waarop die werktid meer as 5 uur is, só reël dat voorsiening gemaak word vir 'n pouse van minstens 1 uur ná 5 uur ononderbroke werk; met dien verstande dat vir dié doel, werk wat onderbreek word deur pouses van minder as 1 uur, as aaneenlopend geag moet word. 'n Werkgewer mag nie 'n vroulike werknemer verplig of toelaat om tussen 6 nm. en 6 vm. of ná 1 nm. op meer as 5 dae in 'n kalenderweek te werk nie.

(4) Nagwerkers op oggendkoerante mag verplig word om Sondagaande te werk as deel van hul gereelde skof. Ingeval die aard van die werk wat in 'n inrigting verrig word, vereis dat sekere werknemers in 'n skof moet werk wat van die gewone dag- of nagskof verskil, mag die Staande Komitee 'n staat van werkure vir die betrokke werknemers magtig.

(5) Arbeiders wat onderhoudswerk verrig en wie se werksaamhede vereis dat hulle op Sondag werk, kan deur 'n vrystellingsertifikaat, uitgereik deur die plaaslike Gesamentlike Raad, of deur die Staande Komitee waar geen Gesamentlike Raad bestaan nie, gemagtig word om op Sondag te werk teen gewone loontariewe, vir 'n getal ure wat in die vrystellingsertifikaat gestipuleer moet word; en vir alle ure gewerk op Sondag bo die getal ure aldus gestipuleer, moet betaal word teen die tariewe voorgeskryf by klousule 49 van hierdie Ooreenkoms.

(6) 'n Werkgewer wat van enigen van sy gereelde arbeiders vereis om korttyd te werk, moet dié werknemers minstens 12 uur kennis hiervan gee. 'n Werkgewer moet aan enige sodanige werknemer wat korttyd werk, minstens 24 uur se loon in 'n werkweek betaal.

(7) Werkgewers en werknemers mag nie toelaat dat minder as 8 uur verloop tussen die einde van een dag of nag se werk en die begin van 'n ander deur dieselfde werknemer nie. Werk in spesiale noodgevalle word nie hierdeur verbied nie.

(8) Vir die toepassing van hierdie Ooreenkoms, bepaal die dag waarop 'n skof begin, die dag waarop dié skof gewerk word, en dit moet beskou word dat alle tyd op dié skof gewerk, met inbegrip van alle tyd bo die normale getal ure van die skof, op dieselfde dag gewerk is.

49. OORTYD

(1) Alle tyd deur 'n arbeider gedurende 'n werkweek gewerk bo die maksimum getal gewone werkure wat in klousule 48 (1) van hierdie Ooreenkoms voorgeskryf word, moet as oortyd beskou word; met dien verstande egter dat gewone tyd wat 'n werknemer verloor as gevolg van siekte of op versoek of toestemming van sy werkgever, nie ingehaal hoef te word voordat besoldiging vir oortydwerk betaalbaar word nie.

(2) Behoudens subklousule (3) hiervan, mag geen werkgever 'n arbeider vir oortyd wat hy gewerk het, besoldig teen minder as een en 'n derde maal die besoldiging betaalbaar vir gewone tyd bereken ingevolge klousule 47 (5) van hierdie Ooreenkoms en mag geen werknemer dit aanneem nie.

(3) (a) Uitgesonderd ten opsigte van nagwerkers in 'n inrigting wat 'n oggendkoerant druk, en ten opsigte van onderhoudsarbeiders wat by vrystelling op Sondag mag werk, en behoudens subklousule (4) hiervan, moet 'n werkgever 'n arbeider wat op 'n Sondag werk, besoldiging teen ondergenoemde tariewe betaal, hetsy—

- (i) dubbel die besoldiging betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk; of
- (ii) een en 'n derde maal sy gewone tarief vir die totale tydperk op dié Sondag gewerk, en hom binne 7 dae vanaf dié Sondag 1 dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n tarief van minstens sy gewone loontarief asof hy op dié verlofdag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) Vir alle tyd gewerk op 'n Sondag deur 'n arbeider ten opsigte van wie paragraaf (a) van toepassing is, bo die getal ure wat hy gewoonlik op 'n weekdag werk, moet teen 2 maal die gewone tarief betaal word.

(4) In gevalle waarin die gereelde personeel op Saterdag of Sondag werk in verband met die druk van laat Saterdag- en Sondagkoerante, moet die oortydtarief wat aan die betrokke arbeiders betaalbaar is, wees soos in subklousule (2) hiervan gespesifiseer.

(5) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om in 'n week meer oortyddiens as ondergenoemde totale tydperke te werk nie—

- (a) 10 uur; of
- (b) 'n getal ure (wat meer as 10 mag wees) vasgestel deur die plaaslike Gesamentlike Raad of die Staande Komitee waar geen Gesamentlike Raad bestaan nie, deur skriftelike kennisgewing aan die werkgever waarin die werknemer of klas werknemer op wie die kennisgewing van toepassing is, aangedui moet word, asook die tydperk waarvoor en die voorwaardes waarop dit geldig is.

(6) Die bepalinge van klousule 13 (3) hiervan is van toepassing op vroulike arbeiders.

50. VERLOF

(1) Elke werkgever moet aan elke arbeider in sy diens ten opsigte van elke tydperk van 12 maande diens by hom, en nie later as 2 maande na die beëindiging van genoemde tydperk nie (behalwe soos bepaal in subklousules (8) en (9) van hierdie klousule) verlof met volle besoldiging van minstens 3 weke toestaan; met dien verstande dat:

- (a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is on paid sick leave in terms of the Factories Act or, except at the written request of the employee, when he is required to undergo training under the Defence Act; and
- (b) if any public holiday referred to in sub-section (10) hereof falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.
- (2) The employer shall pay to a labourer to whom leave is granted under sub-section (1) hereof his pay in respect of the period of leave not later than the last working day before the commencement of the said period. Where payment is made by cheque, facilities shall be granted to the employee concerned to enable him to cash the cheque on the last working day before going on leave.
- (3) Upon termination of employment, the employer shall pay to a labourer:
- (a) his full pay in respect of any period of leave which has accrued to him but was not granted before the date of termination of employment; and
- (b) three forty-ninths of a week's pay in respect of each week of service with the employer after he last became entitled to leave in terms of sub-section (1) hereof, or, in the case of an employee who has been employed for less than 12 months, for each week of service with the employer. Broken weeks shall be paid for in proportion.
- (4) Any period during which a labourer:
- (a) is on leave in terms of sub-section (1) hereof;
- (b) is absent from work on the instructions or at the request of his employer;
- (c) is absent from work owing to illness;
- (d) is absent from work as a result of an injury sustained while working; or
- (e) undergoes training under the Defence Act; shall be deemed to be employment for the purposes of sub-sections (1) and (3) hereof; provided that:
- (i) the provisions of paragraph (c) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 35 days;
- (ii) a labourer whose employer is required in terms of any regulation under the Native Labour Regulation Act, 1911 (Act No. 15 of 1911), to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i);
- (iii) the period of military training deemed to be employment for the purpose of paragraph (e) shall not exceed a total period of four months during any calendar year.
- (5) Any amount paid to a labourer in terms of sub-section (2) or sub-section (3) hereof shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date on which the leave became due or his employment terminated, as the case may be.
- (6) In this section the expression "employer" includes:
- (a) In the case of the death of an employer, the executor of his estate, or his heir or legatee; and
- (b) In the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;
- if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.
- (7) For the purposes of this section employment shall be deemed to commence from:
- (a) the date on which the labourer entered the employer's service; or
- (b) the first day of September, 1941, whichever is the later.
- (8) In the municipal area of Cape Town an employer may arrange for his labourers to take their annual leave in the form of one week between Christmas and New Year and the balance in ordinary or statutory holidays to make up the full number of days' leave of absence provided in sub-section (1) hereof.
- (9) Subject to the provisions of sub-section (8) hereof, the Standing Committee may issue an exemption certificate authorising the accumulation of the holiday leave due to a labourer in terms of sub-section (1) hereof; provided that in the event of such accumulation of such leave the money due to the employee for each 12 months' leave shall be deposited by the employer

- (a) die tydperk van die verlof nie mag saamval met enige tydperk waarin die werknemer onder diensopsegging staan nie, met siekteverlof is kragtens die Wet op Fabriek of, behalwe op die skriftlike versoek van die werknemer, wanneer hy verplig word om opleiding kragtens die Verdedigingswet te ondergaan; en
- (b) as enige openbare vakansiedag wat in subklousule (10) hiervan genoem word, binne die tydperk van dié verlof val, dié vakansiedag by genoemde tydperk as 'n verdere verloftydperk met volle besoldiging gevoeg moet word.
- (2) Die werkgever moet aan 'n arbeider aan wie verlof ingevolge subklousule (1) hiervan toegestaan word, sy loon op of voor die laaste werkdag vóór die aanvang van genoemde tydperk betaal. Ingeval betaling per tjek plaasvind, moet geriewe aan die betrokke werknemer gegee word om hom in staat te stel om die tjek te wissel op die laaste werkdag voordat hy met verlof gaan.
- (3) By diensbeëindiging moet die werkgever 'n arbeider soos volg betaal—
- (a) sy volle loon ten opsigte van enige tydperk van verlof wat vir hom opgehoop het maar nie voor die datum van diensbeëindiging aan hom toegestaan is nie; en
- (b) drie nege-en-veertigstes van 'n week se loon ten opsigte van elke week diens by die werkgever nadat hy laas op verlof geregtig geword het ingevolge subklousule (1) hiervan, of, in die geval van 'n werknemer wat minder as 12 maande in diens was, vir elke week diens by die werkgever. Vir gedeeltes van weke moet na verhouding betaal word.
- (4) Enige tydperk waarin 'n arbeider:
- (a) met verlof is ingevolge subklousule (1) hiervan; of
- (b) van die werk afwesig is op las of op versoek van sy werkgever;
- (c) van die werk afwesig is weens siekte;
- (d) van die werk afwesig is as gevolg van 'n besering opgedoen terwyl hy gewerk het; of
- (e) opleiding kragtens die Verdedigingswet ondergaan; moet vir die toepassing van subklousules (1) en (3) hiervan as diens geag; met dien verstande dat:
- (i) die bepalings van paragraaf (c) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid weens siekte van meer as 3 opeenvolgende dae, as die werknemer, wat nie 'n werknemer is soos bedoel by subparagraaf (ii) nie, versuim, nadat hy deur die werkgever om so 'n sertifikaat versoek is, om aan die werkgever 'n sertifikaat van 'n mediese praktisyn voor te lê wat verklaar dat hy deur siekte verhinder was om sy werk te doen of ten opsigte van daardie gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 35 dae is;
- (ii) dit nie van 'n arbeider, wie se werkgever kragtens enige regulasie onder die Naturelle-arbeid Regeringswet, 1911, (Wet no. 15 van 1911), verplig is om voorsiening te maak vir die sorg en behandeling van sodanige werknemer wanneer hy siek of beseer is, verwag moet word om 'n sertifikaat deur 'n mediese praktisyn ten opsigte van enige tydperk van afwesigheid genoem in subparagraaf (i), voor te lê nie;
- (iii) die tydperk van militêre diens wat vir die doeleindes van paragraaf (e) as diens geag word, nie 'n totale tydperk van vier maande gedurende enige kalenderjaar te bowe gaan nie.
- (5) Enige bedrag wat aan 'n arbeider kragtens subklousule (2) of subklousule (3) hiervan betaal word, moet bereken word teen die loontarief wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het, of sy diens beëindig is, na gelang van die geval.
- (6) In hierdie klousule omvat die uitdrukking „werkgever” die volgende:
- (a) in geval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en
- (b) in geval van die insolvensie van 'n werkgever of die likwidering van sy boedel, of die oordrag of verkoop van sy besigheid, die trustee of likwideerder of die nuwe eienaar van die besigheid;
- indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwideerder of nuwe eienaar voortgaan om daardie werknemer in diens te hê.
- (7) Vir die toepassing van hierdie klousule word diens geag te begin vanaf:
- (a) die datum waarop die arbeider by die werkgever in diens getree het; of
- (b) die eerste dag van September 1941, naamlik die jongste datum.
- (8) In die munisipale gebied van Kaapstad mag 'n werkgever reëlings tref dat sy arbeiders hul jaarlikse verlof neem in die vorm van 1 week tussen Kersdag en Nuwejaar en die orige gedeelte op gewone of wetlike vakansiedae ten einde die volle getal dae verlof te geniet waarvoor voorsiening in subklousule (1) hiervan gemaak word.
- (9) Behoudens die bepalings van subklousule (8) hiervan mag die Staande Komitee 'n vrystellingsertifikaat uitreik wat die ophoping magtig van verlof wat aan 'n arbeider ingevolge subklousule (1) hiervan verskuldig is; met dien verstande dat in geval van die ophoping van sodanige verlof, die geld wat aan die werknemer verskuldig is vir elke 12 maande verlof, deur die werkge-

with an officer of the Council to be designated in the exemption certificate, to be held in trust for such employee until he takes the holiday leave due to him, when it shall be paid to him prior to his proceeding on leave.

(10) (a) If a labourer is in the employ of his employer the day prior to and also subsequent to the special holiday mentioned and does not work on New Year's Day, the Day of the Covenant, Good Friday, Ascension Day or Christmas Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(b) Whenever a labourer works on New Year's Day, the Day of the Covenant, Good Friday, Ascension Day or Christmas Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(c) For the purposes of paragraphs (a) and (b) of this subsection, Easter Monday (or Easter Sunday in the case of night workers on morning newspapers) may be substituted for Good Friday as a paid holiday.

(d) The provisions of paragraphs (a) and (b) of this subsection and the provisions of sub-section (1) (b) hereof shall also apply in respect of Republic Day in every fifth year after the year 1966.

(11) An employer who proposes to make any deduction from the period of annual leave normally granted or in respect of a special holiday, shall submit full details of the matter to the Standing Committee through the Joint Board for the area concerned, if any.

CHAPTER 9

DUPLICATING SECTION

51. SCOPE OF APPLICATION

The provisions of this Chapter shall apply only in respect of those employees employed in the Duplicating Section for whom wage rates are prescribed in Section 53; provided, however, that, with the exception of labourers, employees, the product of whose labour on any particular day or days is not intended for direct monetary reward to the employer, but is intended exclusively for the personal administration of the employer's business, shall not be covered by the terms of this Chapter in respect of the day or days on which such work is performed.

52. DEFINITIONS

For the purposes of this Chapter unless inconsistent with the context:

"duplicator operator" means an employee who operates a duplicating machine and who may in addition operate an electronic stencil making machine;

"duplicating paper cutterman" means an employee employed upon the cutting of duplicating paper to standard sizes for resale, or for use in the business of the employee's employer, by means of a power or manually operated cutting machine;

"experience" means the period of employment in connection with duplicating as defined calculated without making any adjustment in respect of any short time, part time or overtime worked during such employment, but excluding employment as a general worker;

"general worker" means an employee who is engaged in any one or more of the following capacities, duties or operations—

- (a) affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;
- (b) affixing printed or ready addressed labels on to bottles, bales, boxes or other packages;
- (c) assembling boxes from shooks by hand;
- (d) assisting on delivery vehicles;
- (e) carrying, moving or stacking goods, or unpacking goods;
- (f) changing wheels or repairing punctures;
- (g) cleaning premises or vehicles, furniture, utensils, filter presses, machinery, implements, tools or other articles on his employer's premises;
- (h) collecting cash in the case of C.O.D. sales or accepting written orders;
- (i) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;
- (j) feeding or taking off from automatic or semi-automatic machines, moving belt or platform;
- (k) folding or enveloping mail;
- (l) guarding movable property during the business hours of an establishment;
- (m) loading or unloading vehicles;
- (n) making or maintaining fires or removing refuse or ashes;
- (o) making tea or similar beverages for, or serving tea or similar beverages to, employees or his employer or guests, or cooking rations;

wer gedeponeer moet word by 'n beampste van die Raad wat in die vrystellingstifikaat genoem moet word, om vir sodanige werknemer in trust gehou moet word totdat hy die verlof neem wat aan hom verskuldig is, wanneer dit aan hom betaal moet word voordat hy met verlof gaan.

(10) (a) As 'n arbeider in diens van sy werkgever is op die dag vóór en ook ná die spesiale vakansiedag genoem, en nie op Nuwejaarsdag, Geloftedag, Goeie Vrydag, Hemelvaartdag of Kersdag werk nie, moet sy werkgever hom ten opsigte van sodanige dag besoldig teen 'n tarief van minstens sy gewone loontarief asof hy op sodanige dag sy gemiddelde gewone werkkure vir daardie dag van die week gewerk het.

(b) Wanneer 'n arbeider op Nuwejaarsdag, Geloftedag, Goeie Vrydag, Hemelvaartdag of Kersdag werk, moet sy werkgever hom besoldig teen 'n tarief van minstens sy gewone loontarief ten opsigte van die totale tydperk op sodanige dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie al-dus gewerk het nie.

(c) Vir die toepassing van paragrawe (a) en (b) van hierdie subklousule mag Paasmaandag (of Paassondag in die geval van nagwerkers op oggendkoerante) in die plek gestel word van Goeie Vrydag as 'n vakansiedag met betaling.

(d) Die bepalings van paragrawe (a) en (b) van hierdie subklousule en die bepalings van subklousule (1) (b) hiervan is ook iedere vyfde jaar ná die jaar 1966 op Republiekdag van toepassing.

(11) 'n Werkgever wat voornemens is om enige aftrekking van die tydperk van jaarlikse verlof te doen wat gewoonlik toegestaan word of ten opsigte van 'n spesiale vakansiedag, moet volle besonderhede van die saak aan die Staande Komitee deur tussenkoms van die Gesamentlike Raad vir die betrokke gebied, as daar een is, voorleë.

HOOFSTUK 9

DUPLISEERAFDELING

51. TOEPASSINGSBESTEK

Die bepalings van hierdie hoofstuk is slegs van toepassing ten opsigte van daardie werknemers in diens in die dupliseerafdeling vir wie loontariewe in klousule 53 voorgeskryf word; met dien verstande egter dat, met uitsondering van arbeiders, werknemers wie se werkprodukt op 'n besondere dag of dae nie vir regstreekse geldelike beloning aan die werkgever bedoel is nie, maar slegs vir die persoonlike administrasie van die werkgever se besigheid, nie deur hierdie hoofstuk gedek word ten opsigte van die dag of dae waarop sodanige werk verrig word nie.

52. WOORDOMSKRYPINGS

Vir die toepassing van hierdie hoofstuk beteken, tensy dit onbestaanbaar met die samehang is:

„dupliseermasjiëbediener" 'n werknemer wat 'n dupliseer-masjië bedien en wat daarbenewens 'n elektroniese stensil-snymasjië mag bedien;

„dupliseerpapiersnyer" 'n werknemer wat dupliseerpapier na standaardgroottes vir herverkoop sny, of vir gebruik in die besigheid van die werknemer se werkgever, deur middel van 'n krag- of handsnymasjië;

„ondervinding" die tydperk van diens in verband met dupliseering soos omskryf, bereken sonder om enige aanpassing te maak ten opsigte van korttyd, deelydse of oortyd gewerk gedurende sodanige diens, maar uitgesonderd diens as 'n algemene werker;

„algemene werker" 'n werknemer wat in diens is in een of meer van ondergenoemde hoedanighede, pligte of werksaamhede—

- (a) posseëls op briewe, pakkette of ander artikels plak wat gepos moet word, of 'n handfrankeermasjië bedien;
- (b) gedrukte of klaar geadresseerde etikette aan bottels, bale, kaste of ander pakkies heg;
- (c) kaste van duie met die hand aanmekeer sit;
- (d) op afleweringvoertuie help;
- (e) goedere dra, verskuif of opstapel of goedere uitpak;
- (f) wiele omruil of lekke heelmaak;
- (g) persele of voertuie, meubels, gerei, filterperse, masjinerie, implemente, gereedskap of ander artikels op sy werkgever se perseel skoonmaak;
- (h) kontant in die geval van K.B.A.-verkope invorder of skriftelike bestellings aanneem;
- (i) briewe, boodskappe of goedere te voet of met 'n trapfiets, driewiel of ander hand- of voetvoertuig aflewer of vervoer;
- (j) outomatiese of halfoutomatiese masjiëne, bewegende band of platform voer of daarvan afneem;
- (k) pos opvou of in koerte sit;
- (l) roerende eiendom gedurende die besigheidsure van 'n inrigting bewaak;
- (m) voertuie laai of aflaai;
- (n) vuurmaak of vure aan die gang hou of afval of as verwyder;
- (o) tee of dergelike drankie maak of tee of dergelike drankie opdien aan werknemers of sy werkgever of gaste, of rantsoene kook;

- (p) marking, branding or stencilling bales, tins, boxes or other packages by hand;
- (q) nailing boxes by hand or repairing boxes or crates;
- (r) oiling or greasing machinery or vehicles, other than motor vehicles;
- (s) opening or closing doors or windows or bales, boxes or other packages;
- (t) operating a goods lift or hoist;
- (u) packing articles of uniform size and number into containers specially designed to contain such articles, or packing articles or specific groups of articles into containers specially designed to contain such articles, or groups of articles, or packing articles into open containers for local delivery;
- (v) sorting packages, parcels or stencils or wrapping parcels;
- (w) strapping or wiring boxes;
- (x) using rubber or other stamps, involving no discretion;
- (y) washing overalls, uniforms or protective clothing;
- (z) gathering or stapling of duplicated matter.

53. WAGES

(1) No employer shall pay and no employee shall accept wages at rates lower than the following:

(a) Duplicating Paper Cuttermen—

	Alle Areas
	Per Week.
Employed on the operation of a cutting machine designed for operation by power	R30.19
Employed on the operation of a cutting machine designed solely for manual operation	15.70

(b) Typists and Stencil Cutters and Duplicator Operators:—

In the magisterial districts of Bellville, the Cape, Johannesburg, Simonstown and Wynberg:

Typists and Stencil Cutters

MALES.

Experience in the Industry.	Per Week.	Per Month.
First year	R12.68	R54.95
Second year	17.39	75.35
Third year	21.44	92.93
Fourth year	25.58	110.83
Fifth year	31.13	134.90
Thereafter	33.99	147.30

FEMALES.

Experience in the Industry.	Per Week.	Per Month.
First year	R12.68	R54.95
Second year	14.47	62.70
Third year	17.39	75.35
Fourth year	18.93	82.05
Fifth year	18.93	82.05
Thereafter	20.98	90.89

Duplicator Operators.

MALES.

Experience in the Industry.	Per Week.	Per Month.
First year	R8.21	R35.57
Second year	11.05	47.88
Third year	14.03	60.81
Fourth year and thereafter	16.83	72.94

FEMALES.

Experience in the Industry.	Per Week.	Per Month.
First year	R8.21	R35.57
Second year	9.11	39.51
Third year	11.05	47.88
Fourth year and thereafter	11.99	51.95

- (p) bale, blikke, kaste of ander pakkies met die hand merk, brandmerk of stensil;
- (q) kaste met die hand aanmekeer spyker of kaste of kratte heelmaak;
- (r) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (s) deure of vensters of bale, kaste of ander pakkies oopmaak of toemaak;
- (t) 'n goederehyser of -hystoestel bedien;
- (u) artikels van eenvormige grootte en getal verpak in houters wat spesiaal ontwerp is om sulke artikels te bevat, of artikels of spesifieke groepe artikels verpak in houters wat spesiaal ontwerp is om sulke artikels of groepe artikels te bevat, of artikels in oop houters vir plaaslike aflewering verpak;
- (v) pakkies, pakkette of stensils sorteer of pakkette toedraai;
- (w) bande of draad om kaste sit;
- (x) rubber- of ander stempels gebruik wat geen onderskeidingsvermoë verg nie;
- (y) oorpakke, uniforms of beskermende klere was;
- (z) gedupliseerde werk bymeekaarmaak of vaskram.

53. LONE

(1) Geen werkgewer mag laer loontariewe as ondergenoemde betaal en geen werknemer mag laer loontariewe aanneem nie:

(a) Dupliseerpapiersnyers:

	Alle gebiede
	Per Week.
Vir bediening van 'n kragstymasjien	R30.19
Vir bediening van 'n stymasjien wat slegs met die hand werk	15.70

(b) Tiksters en stensilsnyers en dupliseermasjienbedieners:—

In die landdrosdistrikte Bellville, die Kaap, Johannesburg, Simonstad en Wynberg:

Tiksters en Stensilsnyers.

MANS.

Ondervinding in die Nywerheid.	Per Week.	Per Maand.
Eerste jaar	R12.68	R54.95
Tweede jaar	17.39	75.35
Derde jaar	21.44	92.93
Vierde jaar	25.58	110.83
Vyfde jaar	31.13	134.90
Daarna	33.99	147.30

VROUENS.

Ondervinding in die Nywerheid.	Per Week.	Per Maand.
Eerste jaar	R12.68	R54.95
Tweede jaar	14.47	62.70
Derde jaar	17.39	75.35
Vierde jaar	18.93	82.05
Vyfde jaar	18.93	82.05
Daarna	20.98	90.89

Dupliseermasjienbedieners.

MANS.

Ondervinding in die Nywerheid.	Per Week.	Per Maand.
Eerste jaar	R8.21	R35.57
Tweede jaar	11.05	47.88
Derde jaar	14.03	60.81
Vierde jaar en daarna	16.83	72.94

VROUENS.

Ondervinding in die Nywerheid.	Per Week.	Per Maand.
Eerste jaar	R8.21	R35.57
Tweede jaar	9.11	39.51
Derde jaar	11.05	47.88
Vierde jaar en daarna	11.99	51.95

In all other areas.

Typists and Stencil Cutters.

MALES.

Experience in the Industry.	Per Week.	Per Month.
First year	R11.33	R49.09
Second year	14.48	62.73
Third year	17.39	75.35
Fourth year	20.48	88.74
Fifth year	23.48	101.72
Thereafter	31.57	136.83

FEMALES.

Experience in the Industry.	Per Week.	Per Month.
First year	R11.33	R49.09
Second year	12.68	54.95
Third year	14.48	62.73
Fourth year	15.96	69.16
Fifth year	17.39	75.35
Thereafter	18.96	82.14

Duplicator Operators.

MALES.

Experience in the Industry.	Per Week.	Per Month.
First year	R7.42	R32.18
Second year	9.11	39.51
Third year	11.05	47.88
Fourth year and thereafter..	13.03	56.46

FEMALES.

Experience in the Industry.	Per Week.	Per Month.
First year	R7.42	R32.18
Second year	8.22	35.64
Third year	9.11	39.51
Fourth year and thereafter..	10.07	43.64

NOTE.—No employee who is in receipt of wages higher than those prescribed in this Section shall suffer any reduction in wages whilst employed by the same employer.

(c) General Workers:—

	Under 18 Years of age.	18 Years of age or over.
In the magisterial districts of Bellville, the Cape, Johannesburg, Simonstown and Wynberg	R7.84	R10.44
In the magisterial districts of Bloemfontein, East London, Klerksdorp, Pinetown and Welkom	6.71	8.92
In the magisterial districts of Kimberley and Pietermaritzburg	6.33	8.54
In the magisterial districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Hankey, Heidelberg (Tvl.), Kempton Park, Kirkwood, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Uitenhage, Vanderbijlpark, Vereeniging and Westonaria	7.27	9.68

(d) Casual employees shall be paid not less than a full day's wages for each day upon which they are casually employed; provided that if the period of casual employment exceeds the normal hours for a full day, the hours worked in excess of that day shall be paid for at time and a third of the hourly rate. For the purposes of this paragraph a casual employee shall be deemed to be an employee who is employed by the same employer on not more than four days in any week, and any employee employed in excess of four days in any week shall be regarded as a regular employee and entitled to at least one week's wages.

(2) An employer shall employ one employee at the highest rate prescribed in sub-section (1) (b) of this section before employing any other employees of the classes mentioned in that sub-section at a lesser rate and shall employ at least one employee at the highest rate prescribed therein for every employee employed at a lesser rate.

(3) For the purpose of ascertaining the wages which shall be payable to an employee of any of the classes mentioned in sub-section (1) the total experience of the employee in duplicating, irrespective of the establishment where such experience was gained, shall be reckoned.

In alle ander gebiede.

Tiksters en Stensilsnyers.

MANS.

Ondervinding in die Nywerheid.	Per Week.	Per Maand.
Eerste jaar	R11.33	R49.09
Tweede jaar	14.48	62.73
Derde jaar	17.39	75.35
Vierde jaar	20.48	88.74
Vyfde jaar	23.48	101.72
Daarna	31.57	136.83

VROUENS.

Ondervinding in die Nywerheid.	Per Week.	Per Maand.
Eerste jaar	R11.33	R49.09
Tweede jaar	12.68	54.95
Derde jaar	14.48	62.73
Vierde jaar	15.96	69.16
Vyfde jaar	17.39	75.35
Daarna	18.96	82.14

Dupliseermasjienbedienders.

MANS.

Ondervinding in die Nywerheid.	Per Week.	Per Maand.
Eerste jaar	R7.42	R32.18
Tweede jaar	9.11	39.51
Derde jaar	11.05	47.88
Vierde jaar en daarna	13.03	56.46

VROUENS.

Ondervinding in die Nywerheid.	Per Week.	Per Maand.
Eerste jaar	R7.42	32.18
Tweede jaar	8.22	35.64
Derde jaar	9.11	39.51
Vierde jaar en daarna	10.07	43.64

OPMERKING.—Van geen werknemer wat hoër lone ontvang as dié wat in hierdie klousule voorgeskryf word, mag enige aftrekking van lone gedoen word terwyl hy by dieselfde werkgever in diens is nie.

(c) Algemene werkers:

	Onder 18 Jaar.	18 Jaar of ouer.
In die landdrosdistrikte Bellville, die Kaap, Johannesburg, Simonstad en Wynberg	R7.84	R10.44
In die landdrosdistrikte Bloemfontein, Oos-Londen, Klerksdorp, Pinetown en Welkom	6.71	8.92
In die landdrosdistrikte Kimberley en Pietermaritzburg	6.33	8.54
In die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Hankey, Heidelberg (Tvl.), Kempton Park, Kirkwood, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Uitenhage, Vanderbijlpark, Vereeniging en Westonaria	7.27	9.68

(d) Los werknemers moet vir elke dag waarop hulle los in diens is, minstens 'n volle dag se loon betaal word; met dien verstande dat as die tydperk van los diens die gewone ure van 'n volle dag oorskry, vir die ure wat bo dié van daardie dag gewerk is, teen minstens een en 'n derde maal die uurloontarief betaal moet word. Vir die toepassing van hierdie paragraaf word 'n los werknemer 'n werknemer geag wat by dieselfde werkgever in diens is op hoogstens 4 dae in 'n week, en 'n werknemer wat meer as 4 dae in 'n werk werk, moet as 'n gereelde werknemer beskou word en op minstens 1 week se loon geregtig wees.

(2) 'n Werkgever moet 1 werknemer teen die hoogste tarief wat in subklousule (1) (b) van hierdie klousule voorgeskryf word, in diens hê voordat hy enige ander werknemers van die klasse in daardie subklousule genoem, in diens neem teen 'n laer tarief en moet minstens 1 werknemer in diens hê teen die hoogste tarief wat daarin voorgeskryf word vir elke werknemer wat teen 'n laer tarief in diens is.

(3) Ten einde die loon te bepaal wat betaalbaar is aan 'n werknemer van enigen van die klasse in subklousule (1) genoem, moet die totale ondervinding van die werknemer in dupliseerwerk, ongeag die inrigting waarin sodanige ondervinding opgedoen is, in berekening gebring word.

(4) (a) A day's wages shall be calculated by dividing the weekly wage by six.

(b) For the purpose of ascertaining the hourly rate of wages of an employee the weekly wages payable in terms of this section shall be divided by the number of hours normally worked in the establishment during the week by employees.

(c) The wage rates prescribed by sub-section (1) of this section are inclusive of cost-of-living allowance.

(5) An employer shall not require or permit a duplicating paper cutterman to cut or trim printed (as opposed to duplicated) matter or operate a cutting machine for any purpose other than that mentioned in the definition of that class of employee in Section 52 of this Agreement.

(6) An employer shall require every employee, who does the work of a duplicating paper cutterman to submit on each day when such work is done, and such employees shall so submit to their employer, time sheets, which shall be furnished by the employer, showing the time spent on the work of a duplicating paper cutterman.

(7) An employer shall pay an employee who performs work usually performed by another class of employee for which wages are prescribed by this Agreement in excess of the wages which such former employee ordinarily receives, the higher rate of wages for the whole day during which such work is performed.

(8) The wage rates prescribed by this section as at the 31st December, 1969, shall be increased by 5 per cent as from the 1st January, 1970.

54. PIECE-WORK AND BONUSES

The giving out by employers and the performance by employees of piece-work and task work is prohibited.

55. PAYMENT OF EARNINGS AND TERMINATION OF EMPLOYMENT

(1) Wages and payment for overtime shall be paid weekly in full at the rates prescribed, but not later than noon on the Saturday following the close of the working week of the establishment concerned. Where the working week closes on a Saturday, payment shall be made by noon on that day. Casual employees whose engagement terminates before the customary pay-day shall be paid their earnings immediately at the termination of their engagement.

(2) Where it is the practice in an establishment to pay particular employees monthly, such employees shall be paid their wages and all overtime due monthly instead of weekly as indicated in sub-section (1) hereof and in that event monthly employees shall be paid not later than noon on the last working day in the month of the establishment concerned.

(3) All wages and overtime shall be paid in cash.

(4) A weekly employee or his employer shall give not less than one week's notice and a monthly employee or his employer shall give not less than two week's notice to terminate the contract of employment; provided that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognized by law as sufficient, or any agreement between an employee and employer which provides for a period of notice of equal duration on both sides for longer than one week or two weeks, as the case may be. Notice shall not run concurrently with annual leave or any period of compulsory military training. The notice referred to herein shall be so given as to take effect in the case of a weekly employee from the usual weekly pay-day of the establishment; and in the case of a monthly employee, from the first or the 15th day of the month as the case may be.

56. HOURS OF WORK

(1) The ordinary hours of work of any employee shall not exceed 45 hours in any one week and in ascertaining such hours of work intervals during which meals are taken shall be excluded.

(2) Daily hours of work shall not exceed eight and one-sixth hours, excluding, however, periods during which meals are taken and in the case of the establishment's half-holiday, the hours of work shall not exceed five hours on such half-holiday.

(3) An employer shall arrange the weekly working hours in his establishment so as to allow employees to have one afternoon off per week (other than Sunday).

(4) Employers and employees shall not permit less than eight hours to elapse between the finish of one day or night's work and the commencement of another by the same employee, and no period of continuous employment shall exceed five hours without a rest period of not less than one hour.

57. OVERTIME

(1) Overtime shall be restricted as much as possible and all hours in excess of 12 hours' overtime in any one month or 30 hours' overtime in any year shall not be permitted by an employer nor undertaken by an employee without the consent of the Council. All overtime shall be payable at the rate of one and a third times the remuneration prescribed in terms of Section 53 for the employee.

(2) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(4) (a) 'n Dag se loon moet bereken word deur die weekloon deur 6 te deel.

(b) Ten einde die uurtarief van 'n werknemer se loon te bepaal, moet die weekloon wat ingevolge hierdie klousule betaalbaar is, gedeel word deur die getal ure wat normaalweg in die inrigting gedurende die week deur werknemers gewerk word.

(c) Die loontariewe voorgeskryf by subklousule (1) van hierdie klousule sluit lewenskostetoelae in.

(5) 'n Werkgewer mag nie van 'n dupliseerpapiersnyer vereis of hom toelaat om gedrukte (in teenstelling met gedupliseerde) werk te sny of af te werk nie of om 'n snymasjien te bedien vir enige ander doel as dié genoem in die woordomskriving van daardie klas werknemer in klousule 52 van hierdie Ooreenkoms nie.

(6) 'n Werkgewer moet van elke werknemer wat die werk van 'n dupliseerpapiersnyer verrig, vereis om tydstate, wat deur die werkgewer verskaf moet word, elke dag in te dien wanneer die werk afgehandel is, en sodanige werknemers moet dit by hul werkgewer indien, en op dié tydstate moet die tyd aangetoon word wat aan die werk van 'n dupliseerpapiersnyer bestee is.

(7) 'n Werkgewer moet aan 'n werknemer wat werk doen wat gewoonlik verrig word deur 'n ander klas werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word wat hoër is as die loon wat sodanige vorige werknemer gewoonlik ontvang, die hoër loontarief betaal vir die hele dag waarop sodanige werk verrig word.

(8) Die loonskale wat by hierdie klousule vir die tydperk eindigende 31 Desember 1969 voorgeskryf word, moet vanaf 1 Januarie 1970 met 5 persent verhoog word.

54. STUKWERK EN BONUSSE

Die uitbesteding deur werkgewers en die verrigting deur werknemers van stukwerk en taakwerk word verbied.

55. BETALING VAN VERDIENSTE EN DIENSBEÏNDIGING

(1) Lone en betaling vir oortyd moet weekliks ten volle teen die voorgeskrewe tariewe betaal word, maar nie later nie as 12-uur middag op die Saterdag wat volg op die end van die werkweek van die betrokke inrigting. As die werkweek op 'n Saterdag eindig, moet betaling vóór 12-uur middag geskied. Los werknemers wie se diens voor die gebruikelike betaaldag eindig, moet hul verdienste onmiddellik by beëindiging van hul diens betaal word.

(2) Waar dit in 'n inrigting gebruiklik is om bepaalde werknemers maandeliks te betaal, moet dié werknemers hul lone en alle verskuldigde oortyd lone maandeliks in plaas van weekliks betaal word soos in subklousule (1) hiervan bepaal en in dié geval moet werknemers by die maand nie later nie as 12-uur middag op die laaste werkdag in die maand van die betrokke inrigting betaal word.

(3) Alle lone en oortyd lone moet in kontant betaal word.

(4) 'n Weeklikse werknemer of sy werkgewer moet minstens 1 week kennis gee en 'n maandelikse werknemer of sy werkgewer moet minstens 2 weke kennis gee om die dienskontrak te beëindig; met dien verstande dat dit nie die reg van 'n werknemer of 'n werkgewer raak om die dienskontrak sonder kennisgewing te beëindig om enige regsgeldige rede nie, of enige ooreenkoms tussen 'n werknemer en werkgewer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en, na gelang van die geval, vir langer as 1 week of 2 weke. Kennisgewing mag nie met jaarlikse verlof of enige tydperk van verpligte militêre opleiding saamval nie. Die kennisgewing hierin bedoel, moet só gegee word dat dit ingaan op die gewone weeklikse betaaldag van die inrigting in die geval van 'n weeklikse werknemer en, na gelang van die geval, op die 1ste of 15de dag van die maand in die geval van 'n maandelikse werknemer.

56. WERKURE

(1) Die gewone werkure van enige werknemer moet hoogstens 45 uur in 'n week wees en by die vasstelling van sodanige werkure is pouses waarin maaltye genuttig word, uitgesluit.

(2) Daaglikse werkure is hoogstens 8 en een sesde uur, met uitsondering egter van tydperke waarin maaltye genuttig word en in die geval van die inrigting se vakansiehalfdag, mag die werkure nie meer as 5 uur op die vakansiehalfdag wees nie.

(3) 'n Werkgewer moet die weeklikse werkure in sy inrigting so reël dat dit werknemers in staat stel om 1 namiddag vry per week (uitgesonderd Sondag) te hê.

(4) Werkgewers en werknemers mag nie toelaat dat minder as 8 uur verloop tussen die voltooiing van een dag of nag se werk en die aanvang van 'n ander deur dieselfde werknemer nie en geen tydperk van ononderbroke werk mag langer as 5 uur sonder 'n rustyd van minstens 1 uur duur nie.

57. OORTYD

(1) Oortyd moet sover moontlik beperk word en alle ure bo 12 uur oortyd in 'n maand of 30 uur oortyd in 'n jaar mag nie deur 'n werkgewer toegelaat of deur 'n werknemer sonder toestemming van die Raad onderneem word nie. Vir alle oortyd moet betaal word teen 'n tarief van een en een derde maal die besoldiging wat vir die werknemer ingevolge klousule 53 voorgeskryf word.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom of—

(a) minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; of

- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.
- (3) All time worked on the establishment's usual half-day holiday and on statutory public holidays shall be paid for at the rate of double the ordinary rate of wages prescribed in Section 53.

58. HOLIDAYS

(1) An employee shall be granted all statutory holidays and in addition shall be entitled to and be granted three consecutive weeks' leave for each year of service with the same employer and shall in respect of each week thereof be paid an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date upon which the employee became entitled to annual leave; provided that where the employer and the employee agree and the consent of the Council is obtained, such leave need not be consecutive. Provided further that:

- (a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is on paid sick leave in terms of the Factories Act or, except at the written request of the employee, when he is required to undergo training under the Defence Act; and
- (b) if any public holiday falls within the period of such leave such holiday shall be added to the said period as a further period of leave of absence with pay.
- (2) The leave to which an employee is entitled in terms of sub-section (1) shall be granted at a time to be fixed by the employer; provided that if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates.

(3) An employee whose contract of employment with the same employer terminates:

- (a) in the first year of employment with the same employer, after the completion of one month's employment but before the completion of such year; and
- (b) in any subsequent year of employment with the same employer before the completion of such year,

shall upon such termination be paid in respect of each completed month of employment an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination divided by four.

(4) An employee who has become entitled to a period of leave in terms of sub-section (1) and whose employment terminates before such leave has been granted shall upon such termination, be paid in respect of each week thereof an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination.

(5) For the purposes of this section the expression "the same employed" includes:

- (a) in the case of the death of an employer, the legal representative, heir, legatee, successor or executor of the estate of that employer;
- (b) in the case of insolvency, liquidation or sale of a business, the trustee, liquidator or purchaser of the business;

for the period during which such representative, heir, legatee, successor, executor trustee, liquidator or purchaser continues to carry on the business in which the employee concerned is employed.

(6) For the purposes of this section the word "employment" shall be deemed to include any period or periods during which an employee:

- (a) is on leave in terms of sub-section (1);
- (b) undergoes training under the Defence Act;
- (c) is absent from work on the instruction or at the request of the employer;
- (d) is absent from work owing to sickness or accident; amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c) and (d) and 4 months in respect of item (b) and shall be deemed to commence from the date on which the employee enters the employer's service or the date when last entitled to leave, whichever may be the later.

(7) An employer shall grant, and an employee shall be entitled to, 12 working days' sick leave on full pay if the establishment in which he is employed works a 6-day week, or 10 working days' sick leave on full pay if the establishment in which he is employed works a 5-day week, during each year of employment; provided, however, that after an absence of 2 days, or more, a suitable medical certificate shall be submitted by the employee to his employer.

59. CERTIFICATES OF EMPLOYMENT

An employer shall issue a certificate of employment free of charge to each employee, whose wages are based on the length of his experience, at the time when he leaves such employer's service, and forward a copy of such certificate to the Hon. Secretary of the Joint Board concerned or the Standing Committee where no Joint Board has jurisdiction. The certificate shall show the employee's name in full, address, occupation and rate of wages paid, together with the dates of his entering and leaving the service of the employer.

- (b) besoldiging betaal teen 'n tarief van minstens een en een derde maal sy gewone loontarief ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne 7 dae van dié Sondag 1 dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone loontarief asof hy op dié verlofdag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) Vir alle tyd wat op die inrigting se gewone vakansiehalfdag en op wetlike openbare vakansiedae gewerk word, moet betaal word teen dubbel die gewone loontarief wat in klousule 53 voorgeskryf word.

58. VERLOF

(1) 'n Werknemer moet alle wetlike vakansiedae toegestaan word en daarbenewens is hy geregtig op en moet 3 opeenvolgende weke verlof toegestaan word vir elke jaar diens by dieselfde werkgever en ten opsigte van elke week daarvan 'n bedrag van minstens die weekloon betaal word wat die werknemer onmiddellik voor die datum waarop die werknemer op jaarlikse verlof geregtig word, betaal word; met dien verstande dat as die werkgever en die werknemer ooreenkom en die Raad toestemming verleen, dié verlof nie opeenvolgend hoef te wees nie. Voorts met dien verstande dat:

- (a) dié verlof nie mag saamval nie met enige tydperk waartydens die werknemer 'n diensopseggingstermyn uitdien, met betaalde siekteverlof kragtens die Wet op Fabriek is of, behalwe op die skriftelike versoek van die werknemer, wanneer hy verplig word om opleiding kragtens die Verdedigingswet te ondergaan; en
- (b) as 'n openbare vakansiedag binne die verloftydperk val, dié vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met besoldiging.

(2) Die verlof waarop 'n werknemer ingevolge subklousule (1) geregtig is, moet toegestaan word op 'n tydstop wat deur die werkgever vasgestel word; met dien verstande dat as die verlof nie eerder toegestaan is nie, dit binne 2 maande na voltooiing van die betrokke diensjaar toegestaan moet word.

(3) 'n Werknemer wie se dienskontrak by dieselfde werkgever eindig:

- (a) in die eerste diensjaar by dieselfde werkgever ná voltooiing van 1 maand diens maar voor voltooiing van dié jaar; en
- (b) in 'n daaropvolgende diensjaar by dieselfde werkgever vóór voltooiing van dié jaar,

moet by dié beëindiging ten opsigte van elke voltooide maand diens 'n bedrag betaal word van minstens die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur 4.

(4) 'n Werknemer wat ingevolge subklousule (1) op verlof geregtig geword het en wie se diens eindig voordat die verlof toegestaan is, moet, by dié beëindiging, ten opsigte van elke week daarvan 'n bedrag betaal word van minstens die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het.

(5) Vir die toepassing van hierdie klousule is by die uitdrukking „dieselfde werkgever” inbegrepe:

- (a) in die geval van die afsterwe van 'n werkgever, die wettige verteenwoordiger, erfgenaam, legataris, opvolger of eksekuteur van die boedel van daardie werkgever;
- (b) in geval van bankrotskap, likwidasië of die verkoop van die besigheid, die trustee, likwiderder of koper van die besigheid;

vir die tydperk waarin die verteenwoordiger, erfgenaam, legataris, opvolger, eksekuteur, trustee, likwiderder of koper voortgaan om die besigheid te dryf waarin die betrokke werknemer werk-saam is.

(6) Vir die toepassing van hierdie klousule word die woord „diens” geag enige tydperk of tydperke te omvat waarin 'n werknemer:

- (a) kragtens subklousule (1) met verlof is;
- (b) kragtens die Verdedigingswet opleiding ondergaan;
- (c) op las of op versoek van die werkgever van sy werk afwesig is;
- (d) weens siekte of 'n ongeluk van sy werk afwesig is; wat altesaam hoogstens 10 weke in 'n jaar beloop ten opsigte van punte (a), (c) en (d) en 4 maande ten opsigte van punt (b), en dit word geag te begin op die datum waarop die werknemer by die werkgever in diens getree het, of, na gelang van die jongste datum, die datum waarop hy laas op verlof geregtig was.

(7) 'n Werknemer moet 12 werkdag siekteverlof met volle betaling aan 'n werknemer toestaan as die inrigting waarin hy in diens is, 6 dae per week werk, of 10 werkdag siekteverlof met volle betaling as die inrigting waarin hy in diens is, 5 dae per week werk, gedurende elke jaar diens, en 'n werknemer is daarop geregtig; met dien verstande egter dat na 'n afwesigheid van 2 dae, of meer, 'n geskikte doktersertifikaat deur die werknemer aan sy werkgever voorgelê moet word.

59. DIENSSERTIFIKATE

Wanneer 'n werknemer 'n werkgever se diens verlaat moet die werkgever 'n dienssertifikaat gratis uitreik aan elke werknemer wie se loon gebaseer is op die duur van sy ondervinding, en 'n afskrif van sodanige sertifikaat stuur aan die eresekretaris van die betrokke Gesamentlike Raad of die Staande Komitee, waar geen Gesamentlike Raad regsbevoegdheid het nie. Die sertifikaat moet die werknemer se naam voluit, sy adres, bedryf en loontarief wat betaal word, aantoon, saam met die datums waarop hy tot die diens van die werkgever toegetree en dit verlaat het.

60. CONTRIBUTIONS

- (1) Every employer shall contribute to the General Fund of the Council 2c per week for each employee employed by him for whom wages are prescribed in sub-sections (1) (a), (b) or (c) of Section 53.
- (2) Contributions to the General Fund shall be paid monthly by the employer to the Secretary of the Council at his address not later than 30 days after accrual.
- (3) All funds or moneys received in terms hereof shall be administered in terms of the Constitution of the Council.

61. TRADE UNION MEMBERSHIP

- (1) The employers shall co-operate with the employees in maintaining the discipline of the Trade Union. Where an employee who is a member of the Trade Union is in default under a penalty imposed by the Trade Union, the matter shall be dealt with by the Joint Board concerned, which may require the employer concerned to dismiss the employee in default if the penalty is not complied with.
- (2) Employers shall encourage employees to become members of the Trade Union.

62. REGISTRATION OF EMPLOYERS AND NOTICE TO BE EXHIBITED

- (1) Every employer engaged in duplicating at the date on which this Agreement comes into operation shall forward in writing to the Secretary of the Joint Board (or the Standing Committee where no Joint Board exists) of the area in which he is operating, the following particulars concerning himself:
 - (a) Full name.
 - (b) Business address.
 - (c) The trade or trades which he is carrying on.
 - (d) The address at which any plant or equipment is housed.
- (2) The particulars required under sub-section (1) hereof shall also be furnished by all employers who become engaged in duplicating after the date on which this Agreement comes into operation within one month of commencing business.
- (3) Where the employer is a corporate body or a partnership, information in accordance with sub-section (1) hereof shall be furnished in respect of each director or partner as the case may be. The name under which the corporate body or partnership is carrying on business shall also be furnished. In the event of any change among the partners or among the directors, as the case may be, particulars of such change shall be furnished in writing, within one month, to the Secretary of the Joint Board concerned or the Standing Committee where no such Joint Board exists.
- (4) Every employer engaged in duplicating shall exhibit a copy of this Chapter in a prominent position in his establishment, which is accessible to his employees.

CHAPTER 10

EXEMPTIONS AND MISCELLANEOUS

63. EXEMPTIONS

- (1) Subject to the provisions of sub-section (4) hereof, special exemption from the terms of this Agreement may be granted by the Standing Committee, which shall, in fixing the wages and other conditions under which an exempted person may be employed, give consideration to the recommendation of the Joint Board for the area concerned.
- (2) The Secretary of the Council shall issue to every person or establishment granted exemption a certificate or licence signed by him for and on behalf of the Standing Committee, setting out the wages to be paid and the conditions which are a departure from the conditions laid down in this Agreement.
- (3) The Standing Committee may, after one week's notice in writing to the employee and employer concerned, withdraw any exemption whether or not the period for which exemption was originally granted has expired.
- (4) Provided the Minister publishes a notice in the *Government Gazette* in terms of Section 22 (1) of the Factories, Machinery and Building Work Act 1941, the terms of this Agreement (in respect of hours of work, overtime, Sunday work and certain public holidays) shall take precedence over sections 19 and 20 of the Factories, Machinery and Building Work Act. Notwithstanding such precedence, however, the power of exemption conferred upon the Standing Committee by this section shall not operate to enable the Standing Committee to grant an exemption to, or in respect of any female engaged in technical work, to work between the hours of six o'clock p.m. and six o'clock a.m., or after one o'clock p.m. on more than five days in any week, except for the purpose of performing work which is necessitated by special circumstances. When granting such an exemption, the Standing Committee shall specify the conditions, which are to be observed in connection with it.

60. BYDRAES

- (1) Elke werkgever moet 2c per week vir elke werknemer by hom in diens en vir wie 'n loon in subklousule (1) (a), (b) of (c) van klousule 53 voorgeskryf word, tot die Algemene Fonds van die Raad bydra.
- (2) Bydraes tot die Algemene Fonds moet maandeliks binne 30 dae na die datum waarop dit verskuldig geword het, deur die werkgever aan die sekretaris van die Raad by sy adres betaal word.
- (3) Alle fondse of geld wat ingevolge hiervan ontvang word, moet ooreenkomstig die konstitusie van die Raad geadministreer word.

61. LIDMAATSKAP VAN VAKVERENIGING

- (1) Die werkgevers moet met die werknemers saamwerk vir die handhawing van die tug van die vakvereniging. As 'n werknemer wat lid van die vakvereniging is, weens versuim onder straf staan wat deur die vakvereniging opgelê is, moet die saak deur die betrokke Gesamentlike Raad behandel word, wat kan vereis dat die betrokke werkgever die werknemer wat weens wanprestasie straf opgelê is, ontslaan as die strafbepaling nie nagekom word nie.
- (2) Werkgevers moet werknemers aanmoedig om lid van die vakvereniging te word.

62. REGISTRASIE VAN WERKGEWERS EN KENNISGEWING WAT VERTOON MOET WORD

- (1) Elke werkgever wat op die datum waarop hierdie Ooreenkoms in werking tree, dupliseerwerk uitvoer, moet skriftelik aan die sekretaris van die Gesamentlike Raad (of die Staande Komitee waar daar geen Gesamentlike Raad is nie) van die gebied waarin hy besigheid doen, ondergenoemde besonderhede oor homself indien:
 - (a) Naam voluit.
 - (b) Besigheidsadres.
 - (c) Die bedryf of bedrywe wat hy uitvoer.
 - (d) Die adres waar enige installasie of uitrusting gehuisves is.
- (2) Die besonderhede vereis by subklousule (1) hiervan moet ook binne 1 maand nadat die besigheid 'n aanvang geneem het, verstrek word deur alle werkgevers wat ná die datum waarop hierdie Ooreenkoms in werking tree, met dupliseerwerk begin.
- (3) Ingeval die werkgever 'n liggaam met regspersoonlikheid of 'n vennootskap is, moet inligting ingevolge subklousule (1) hiervan ten opsigte van elke direkteur of vennoot, na gelang van die geval, verstrek word. Die naam waaronder die liggaam met regspersoonlikheid of vennootskap besigheid dryf, moet ook verstrek word. In geval van 'n verandering van vennote of direkteure, na gelang van die geval, moet besonderhede van so 'n verandering skriftelik binne 1 maand aan die sekretaris van die Gesamentlike Raad gestuur word of aan die Staande Komitee waar daar geen Gesamentlike Raad is nie.
- (4) Elke werkgever wat dupliseerwerk doen, moet 'n eksemplaar van hierdie hoofstuk in sy inrigting vertoon op 'n opvallende plek wat maklik vir sy werknemers toeganklik is.

HOOFSTUK 10

VRYSTELLING EN DIVERSE BEPALINGS

63. VRYSTELLINGS

- (1) Behoudens die bepalings van subklousule (4) hiervan mag spesiale vrystelling van die bepalings van hierdie Ooreenkoms verleen word deur die Staande Komitee wat, wanneer hy die lone en ander voorwaardes waaronder 'n vrygestelde persoon in diens geneem mag word, oorweging moet skenk aan die aanbeveling van die Gesamentlike Raad vir die betrokke gebied.
- (2) Die sekretaris van die Raad moet aan elke persoon of inrigting aan wie vrystelling verleen word, 'n sertifikaat of lisensie uitreik wat deur hom namens die Staande Komitee onderteken is waarin die lone wat betaal moet word en enige voorwaardes wat afwyk van die voorwaardes vasgestel in hierdie Ooreenkoms, gemeld word.
- (3) Die Staande Komitee mag, nadat aan die betrokke werkgever en werknemer 1 week skriftelik kennis gegee is, enige vrystelling herroep, hetsy die tydperk waarvoor vrystelling verleen is, verstryk het of nie.
- (4) Mits die Minister 'n kennisgewing in die *Staatskoerant* ingevolge artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, publiseer, moet die bepalings van hierdie Ooreenkoms (ten opsigte van werkure, oortyd, Sondagwerk en sekere openbare vakansiedae) voorrang geniet bo artikels 19 en 20 van die Wet op Fabriek, Masjinerie en Bouwerk. Ondanks dié voorrang mag die vrystellingsbevoegdheid wat by hierdie klousule aan die Staande Komitee verleen is, egter nie die Staande Komitee in staat stel om 'n vrystelling te verleen aan, of ten opsigte van, 'n vrou wat tegniese werk verrig, om tussen die ure 6 nm. en 6 vm. te werk nie, of ná 1 nm. op meer as 5 dae in enige week, uitgesonderd met die doel om werk te verrig wat deur spesiale omstandighede vereis word. Wanneer die Staande Komitee sodanige vrystelling verleen, moet hy die voorwaardes stel wat in verband daarmee nagekom moet word.

64. WITHDRAWAL OF CERTIFICATES OF REGISTRATION AS LEARNER PLATEN PRESSMEN/LEARNER LITHO OPERATIVES AND QUARTER BINDERS

After one week's notice in writing to the employer and employee concerned, the Standing Committee may withdraw any written permission granted, authorizing the employment of a learner platen pressman or a learner litho operative, and may without prior notice withdraw any certificate of registration as a quarter binder.

65. INTERPRETATION OF AGREEMENT

(1) The Executive Committee or Standing Committee and Joint Boards shall, subject to the general control and direction of the Council, be the bodies responsible for the administration of this Agreement.

(2) The Executive Committee and the Standing Committee may issue rulings not inconsistent with the provisions of this Agreement, or any legal interpretation thereof, for the guidance of employers and employees.

66. COUNCIL'S AGENTS

The Executive Committee shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. In addition to any such specified persons, the officials of the Council shall be regarded as agents. It shall be the duty of employers and employees who are members of the employers' organizations and the Trade Union respectively to permit such agents to institute such inquiries and to examine time and wages registers and interrogate such employees as may be necessary for ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

67. AMENDMENT OF AGREEMENT

Notwithstanding anything to the contrary, this Agreement shall, by the decision of a full meeting of the Council, be subject to amendment at any time.

68. GENERAL

No employer or employee may waive the provisions of this Agreement whether or not the said provisions confer a benefit or impose an obligation upon the employer or employee concerned. Each provision, sub-section or section shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, sub-section or section of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister either before or after publication of this Agreement in the *Government Gazette* by the Minister, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

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

Signed at Johannesburg this 24th day of October, 1967.

L. E. A. SLATER,
Employers' Representative,
Chairman of the Council.

B. L. SEEBER,
Vice-Chairman of the Council,
Employees' Representative.

T. S. CLEARY,
Secretary of the Council.

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' Organizations") 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 Trade Union, who are employed in the Printing and Newspaper Industry as defined in the Agreement published under Government Notice No. R.2106 dated 29th December, 1967, hereinafter referred to as the "Main Agreement".

64. INTREKKING VAN REGISTRASIESERTIFIKATE AS LEERLING-DEGELPERSDRUKKERS/LEERLING-LITOBEDIENERS EN KWARTOBINDERS

Na 1 week skriftelike kennisgewing aan die betrokke werkgewer en werknemer mag die Staande Komitee enige skriftelike toestemming wat verleen is wat die indiensneming van 'n leerling-degelpersdrukker of 'n leerling-litobediener magtig, intrek en kan sonder kennis vooraf enige sertifikaat van registrasie as 'n kwartobinder intrek.

65. UITLEGGING VAN OOREENKOMS

(1) Die Uitvoerende Komitee of Staande Komitee en Gemenskaplike Rade is die liggame wat, onderworpe aan die algemene beheer en bestuur van die Raad, vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

(2) Die Uitvoerende Komitee en die Staande Komitee kan vir die leiding van werkgewers en werknemers beslissings uitvaardig wat nie met die bepalings van hierdie Ooreenkoms of enige regsvertolking daarvan strydig is nie.

66. AGENTE VAN DIE RAAD

Die Uitvoerende Komitee moet 1 of meer aangewese persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpzaam te wees. Benewens sulke gespesifiseerde persone moet die beambtes van die Raad as agente beskou word. Dit is die plig van werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakvereniging is om dié agente toe te laat om die ondersoek in te stel en om tyd- en loonregisters na te gaan en om die werknemers te ondervra soos dit nodig mag wees om te bepaal of die bepalings van hierdie Ooreenkoms nagekom word, en niemand mag gedurende die ondersoek voor sulke agente 'n valse verklaring aflê nie.

67. WYSIGING VAN OOREENKOMS

Ondanks andersluidende bepalings, is hierdie Ooreenkoms by besluit van 'n volle vergadering van die Raad te eniger tyd onderworpe aan wysiging.

68. ALGEMEEN

Geen werkgewer of werknemer kan die bepalings van hierdie Ooreenkoms tersyde stel nie, hetsy genoemde bepalings vir die betrokke werkgewer of werknemer 'n voordeel of verpligting verteenwoordig of nie. Elke bepaling, subklousule of klousule skep, na gelang van die geval, 'n reg of 'n verpligting wat onafhanklik is van ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms vóór of ná publikasie in die *Staatskoerant* deur die Minister, nie bindend is nie, of *ultra vires* die bevoegdheid van die partye of die Minister is, maak dit hoegenaamd geen inbreuk op die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms soos hierin uiteengesit, besluit het, verklaar ondergetekende gemagtigde ampsdraers van die Raad hierby dat die voorafgaande die Ooreenkoms is waartoe hulle geraak het en plaas hulle hul handtekenings hieronder.

Op hede die 24ste dag van Oktober 1967 in Johannesburg onderteken.

L. E. A. SLATER,
Verteenwoordiger van die Werkgewers,
Voorsitter van die Raad.

B. L. SEEBER,
Verteenwoordiger van die Werknemers,
Ondervoorsitter van die Raad.

T. S. CLEARY,
Sekretaris van die Raad.

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 Goewermentskennisgewing No. R.2106 van 29 Desember 1967 hieronder die „Hofooreenkoms” genoem.

(2) This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of Section 48 of the Industrial Conciliation Act, 1956, hereinafter referred to as "the Act" and shall remain in force until the 31st December, 1970, or for such period as may be determined by him.

2. CONTINUATION OF FUNDS

The Joint Unemployment Fund, N.I.C. Benevolent Fund, Health Maintenance Fund, Medical Aid Fund, Redundancy Fund and Housing Fund established by the parties to the Council in terms of the Agreement promulgated under Government Notice No. R25 of the 3rd January, 1964, are hereby continued.

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, 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 48 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) 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 48 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 48 of the Act.

(2) Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoenig, 1956, hieronder „die Wet” genoem, vasgestel word en bly van krag tot 31 Desember 1970, of vir 'n tydperk wat hy bepaal.

2. VOORTSETTING VAN FONDSE

Die Gesamentlike Werkloosheidsfonds, N.N.R. se Bystandsfonds, Gesondheidsfonds, Mediese Hulpfonds, Oortolligheidsfonds en Behuisingsfonds, deur die partye by die Raad ingestel ingevolge die Ooreenkoms wat by Goewermenskennigewing No. R.25 van 3 Januarie 1964 ingestel is, word hierby voortgesit.

3. HERROEPING VAN VORIGE REGULASIES

Die bepalinge van hierdie Ooreenkoms vervang alle vorige regulasies wat beheer gehad het oor die fondse genoem in klousule 2, en hierdie regulasies word geges herroep en van geen krag en uitwerking te wees 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 WERKLOOSHEIDSFONDSE

(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 Hoof-ooreenkoms 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 bepalinge wat in Aanhangsel A 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 48 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.

5. N.N.R. SE BYSTANDSFONDSE

(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.

(2) Die bepalinge wat in Aanhangsel B 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 48 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) 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. GESONDHEIDSFONDSE

(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 bepalinge 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 op bystand uit die Gesamentlike Werkloosheidsfonds terwyl hy so 'n toelae trek nie.

(3) Die bepalinge wat in Aanhangsel C van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is en, behoudens die bepalinge van klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle ooreenkomstig artikel 48 van die Wet gewysig word.

(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 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 48 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-section (1), (2) and (5) hereof, the Governing Board of the Trade Union may in its discretion—

- (a) authorize 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 authorizing 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) authorize 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. 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.

(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. MEDIËSE 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 van die Hoofooreenkoms, 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, hospitaalbehandeling en verpleging.

(2) Die bepalings wat in Aanhangel 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 48 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 beampptes 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 praktisyne waarborg in die mate wat toegelaat word by die bepalings genoem in subklousule (2) hiervan; en
- (c) beampptes 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.

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 geadministreer 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, sodeer, oormak, oordra, verpand en beswaar as kollaterale sekuriteit vir voorskotte wat deur bougenootskappe aan lede van die vakvereniging gedoen word;
- (c) aan een werkgewervertwoordiger en een werknemervertwoordiger in die komitee die plig deleger om alle nodige aansoeke te teken om vaste deposito's, akte van afstanddoening, borgtog en enige ander dokumente wat nodig is in verband met enige transaksie wat hy goedkeur.

(3) Alle bedrae in die krediet van die Behuisingsfondstrekening 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 Behuisingsfonds nie, moet van tyd tot tyd na goeddunke van daardie komitee na die Gesamentlike Werkloosheidsfonds oorgeplaas 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 veranderings in produksiemetodes en/of die koste van opleiding van sulke werknemers in 'n ander bedryf of beroep.

(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 48 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 statements and balance sheet, countersigned by the Chairman of the Council, and of the 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) All 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.

(2) Die bepalings wat in Aanhangsel E 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 48 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) 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 bepalings 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 opsygesit, 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 goedgekeurde raadsaam ag. Die bepaling betreffende die oordrag van geld van een fonds na 'n ander is nie van toepassing in die geval van die Oortollighedsfonds nie.

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

(1) Die rekenings van die Fondse moet deur geëksperteerde 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 elke 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.

(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 Nywerheidsregistrateur goedgekeur word.

13. BETALING VAN BYSTAND

Die bystand wat betaalbaar is uit die Fondse 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 appellant moet dan van die beslissing van die Uitvoerende Komitee verwittig word. Indien hy nog ontevrede is, mag hy 'n verdere appellê 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 appellê te verskyn. Die beslissing van die Raad is afdoende en bindend vir alle persone.

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 anybody 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 dependent on the person concerned.

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 thereof 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' Organizations 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' Organizations and four persons nominated by the Trade Union.

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 Oortolligheidsfonds, 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 sedgeer, 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 tydstip betaalbaar sou gewees het indien die bystand nie, soos hierbo genoem, vasgestel en verbeur is nie. Daarenboven 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.

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 bepalings 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 gelikwdeer word. Gedurende die genoemde tydperk van 2 jaar of totdat hulle voortgesit word by enige ander ooreenkoms of oorgeplaas word na enige ander fonds hierbo bedoel, moet die Fondse geadminestreer word deur 'n komitee bestaande uit 4 persone benoem deur die werkgewersorganisasies en 4 persone benoem deur die vakvereniging.

(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 34 (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 Funds in terms of Section 19 the Liquidator shall realize 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 34 (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' Organizations and the Trade Union, having arrived at the Agreement set forth herein, the undersigned authorized officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Signed at Johannesburg this 24th day of October, 1967.

L. E. A. SLATER,
Employers' Representative,
Chairman of the Council.

B. L. SEEBER,
Vice-Chairman of the Council.
Employees' Representative.

T. S. CLEARY,
Secretary of the Council.

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, 1966, 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, 1966; 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, 1966, 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.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet op Nywerheidsversoening, 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 werknemers 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 ooreenkomsig die bepalings 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 FONDS

(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 ooreenkomsig die bepalings van klousule 1 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 34 (4) van die Wet op Nywerheidsversoening, 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 24ste dag van Oktober 1967 in Kaapstad onderteken.

L. E. SLATER,
Verteenwoordiger van die Werkgewers,
Voorsitter van die Raad.

B. L. SEEBER,
Verteenwoordiger van die Werknemers,
Ondervoorsitter van die Raad.

T. S. CLEARY,
Sekretaris van die Raad.

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 kragsins die Werkloosheidsversekeringswet, 1966, 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 applicant kragsins die Werkloosheidsversekeringswet, 1966; met dien verstande egter dat indien die tydperk van werkloosheid of siekte oor 'n tydperk strek wat tot gevolg het dat bystand betaalbaar word kragsins die Werkloosheidsversekeringswet, 1966, 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. 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 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. 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.

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 daaglik 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.

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 oorpasing verloop het nie, waarna die eerste van minstens 4 opeenvolgende weke se bydraes aan die 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 oorpasing 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 in-gevolge hiervan vir 'n tydperk van 1 jaar vanaf die datum van sy oorpasing 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. BEHEERRAAD VAN DIE S.A. TYPOGRAPHICAL UNION MAG ADDISIONELE VOORWAARDES ONDER SEKERE OMSTANDIGHEDS VOORSKRYF

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. 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, 1966, 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 six weekly contributions.

Grade I members of the S.A. Typographical Union—R12.00 per week, and

Grade II and III members of the S.A. Typographical Union—R6.00 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 authorized 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. 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 authorize 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 authorize 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.

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, 1966, 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 6 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 aaneenlopende 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 werkgever betaal word, mag die bedrag wat aan hom betaalbaar is, nie dié bedrag oorskry wat die totale bedrag deur hom van sy werkgever 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.

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 finansiële 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. 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 authorized. 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. 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' Organization 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

19. BEVOEGDHEDE VAN UITVOERENDE KOMITEE IN SPESIALE GEVALLE

Ondanks andersluidende bepaling hierin, mag die Uitvoerende Komitee van die Raad na goeëdunke 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 be-
hoeftege 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 goeëdunke 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 toelae is *ex-gratia* betaalbaar en kan deur die
Staande Komitee te eniger tyd na goeëdunke opgeskort of inge-
trek word. Die Staande Komitee mag ook na goeëdunke die be-
taalbare bedrag verminder.

4. TOESTEMMING MOET VERKRY WORD VOORDAT BEGUNSTIGDE IN NYWERHEID WERK

Begunstigdes mag nie werk in die Nywerheid aanvaar nie be-
halwe 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 on-
middellik gestaak word.

5. AANSOEKE OM BYSTAND

Alle aansoek 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. Typo-
graphical Union, en die bedrag aan bystand getrek van die
Gesamentlike Werkloosheidsfonds deur die applikant, asook alle
ander toepaslike omstandighede. In gevalle waar geen Gesament-
like Raad regsbevoegdheid het nie, moet aansoek 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 takantore van die S.A. Typo-
graphical Union gedoen word ooreenkomstig die prosedure wat
die betaling van die ander soorte bystand wat deur die Raad be-
taal word, beheer.

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

Elke beslissing deur die Staande Komitee moet aan die Uit-
voerende 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 goeëvind, mag 'n
toelae betaal word om te verseker dat 'n werknemer wat aan
tering ly, of 'n ander siekte wat deur die Uitvoerende Komitee

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 Board 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 hospitalization 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. 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-Organizer 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 NEWSPAPER 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".

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 toelae 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 toelae moet ingedien word op die vorm voorgeskryf deur die Staande Komitee, behoorlik gestaaft deur voldoende mediese getuienis dat die applikant aan toring 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 Ongeskiktheidstoelae, 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. 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. KWARTAALLIKSE SERTIFIKATE MOET VOORGELê WORD

Aan die einde van elke kwartaal moet elke begunstigde aan die plaaslike streeksekreteris/-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 NUUS- BLADNYWERHEID VAN SUID-AFRIKA.

1. NAAM

Die naam van die Fonds is „Die Mediese Hulpfonds van die Druknywerheid", hieronder „die Fonds" genoem.

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 sub-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) 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 lawfully 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 R3.00 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.

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, hospitaalbehandeling 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 Hoofooreenkoms vir die Nywerheid wat kragtens die Wet op Nywerheidsversoenig, 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 aangename kind, van 'n lid; met dien verstande dat so 'n kind na die mening van die Beheerraad, na regte as afhanklik van die lid gegag 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 subparagrafe (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.

(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. LEDEGELD

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 sielsiekestig; 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 R3 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 benodigdhede wat deur 'n behoorlik geregistreerde mediese praktisyn voorgeskryf word.

(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 sub-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—R200.00; and
- (ii) in respect of his dependants, registered in terms of paragraph 3—R200.00.

(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) 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, Rhodesia or Zambia.

(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.

(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 subparagraaf (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 assurancepolis 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 derdepartyversekering 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 die 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 verslaaftheid aan verdovingsmiddels.
- (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, poliomiëlitis of ingewandskors).
- (vii) Die koste van chirurgiese toestelle soos stewels, buikgordels, kunsledemate of elastiese kouse, ens.
- (viii) Koste aangegaan deur chiropraktisyne, naturopate, homeopate 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, Rhodesië of Zambië gedomicilieer 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 bevestiging 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 praktisyne 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 praktisyne toegelaat word om die Beheerraad en/of die Uitvoerende Komitee van die Raad van alle inligting te voorsien wat hierdie liggame na goeddunke mag verlang.

(c) Alle rekenings en eise moet aan die Beheerraad vir betaling gestuur word deur tussenkoms van die beaampete 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 werkgewer 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 werkgewer 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.

claim will be recognized and no payment made thereon member concerned refuses or fails to comply with any of conditions mentioned in sub-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 authorize officers of the S.A. Typographical Union nominated by it to scrutinize 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) authorize 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.

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 authorized. 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, authorize 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.

(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 subparagrafe (a) (b) of (c) hier-van 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 goeddunke 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 goeddunke:

- (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.

AANHANGSEL „E“

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

1. NAAM

Die naam van die Fonds is „Die Oortolligheidsfonds“ 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 toelaes aan werknemers wat hulle gewone werk verloor het, of 'n vermindering van 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.

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 toelaes 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. PAYMENT OF ALLOWANCES

Payment of the allowances 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.

SCHEDULE

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

PENSION FUND 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' Organizations") of the one part; and

The South African Typographical Union

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

1. DEFINITIONS

Unless the contrary intention appears all words and expressions importing the masculine gender shall include the feminine; words signifying the singular number shall include the plural and vice versa; further, unless inconsistent with the context:

"Active member" means a member who pays full subscriptions to the Union in accordance with the constitution of that body and is referred to in that constitution as an ordinary member, and active membership has a corresponding meaning;

"Contributory inactive membership" means a period of inactive membership of the Union during which the contributions of both employer and employee are paid to the Fund by the member;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa;

"Dependant" means a person who, in the opinion of the Governing Board, was dependent upon the deceased member of the Union;

"Executive Committee" means the Executive Committee of the Council;

"Fund" means the Pension Fund mentioned in Section 3 hereof;

"Governing Board" means the Governing Board of the Union;

"Grade I member" means a Grade I member of the Union and Grade I membership has a corresponding meaning;

"Grade II member" means a Grade II member of the Union and Grade II membership has a corresponding meaning but includes Grade III membership of an apprentice served from 1st July, 1959;

"Inactive member" means a person who is an inactive member of the Union in accordance with the constitution of that body and inactive membership has a corresponding meaning;

"Industry" means the Printing and Newspaper Industry of South Africa;

"Member" means a member of the Union;

"Membership" means continuous active or contributory inactive membership of the Union, excluding any period of Grade III membership, other than Grade III membership of apprentices from 1st July, 1959, or suspension by the Union;

"New member" means a person who was admitted to membership of the Union on or after 1st July, 1959;

"Non-contributory inactive membership" means a period of inactive membership of the Union during which no contributions are paid to the Fund;

"Old member" means a person who was a member of the Union on the 30th June, 1959;

"Pensionable age" means the age of 65 years in the case of males or 55 years in the case of females;

"Standing Committee" means the Standing Committee of the Council;

"Union" means the South African Typographical Union;

"Widow" means the widow of a deceased member of the Union, provided that in the case of a deceased member, who was granted a retirement allowance before he died, such widow was married to him before he was granted the retirement allowance.

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 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.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA

PENSIOENFONDSOOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa

(hieronder die „werkgewersorganisasie” 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.

1. WOORDOMSKRYWINGS

Tensy dit uit die samehang anders blyk, sluit alle woorde en uitdrukkings wat die manlike geslag aandui, ook vrouens in; woorde wat die enkelvoud aandui, sluit die meervoud in en omgekeerd; voorts, tensy dit strydig met die samehang is, beteken:

„aktiewe lid” ’n lid wat volle bydraes aan die vakvereniging betaal volgens die konstitusie van daardie liggaam en wat in daardie konstitusie ’n gewone lid genoem word, en het „aktiewe lidmaatskap” ’n ooreenstemmende betekenis;

„bydraende onaktiewe lidmaatskap” ’n tydperk van onaktiewe lidmaatskap van die vakvereniging waarin die lid die bydraes van sowel die werkgever as die werknemer aan die Fonds betaal;

„Raad” die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika;

„afhanklike” iemand wat, na die mening van die Beheerraad, van die afgestorwe lid van die vakvereniging afhanklik was;

„Uitvoerende Komitee” die Uitvoerende Komitee van die Raad;

„Fonds” die Pensioenfonds genoem in klousule 3 hiervan;

„Beheerraad” die Beheerraad van die vakvereniging;

„Graad I-lid” ’n Graad I-lid van die vakvereniging, en het „Graad I-lidmaatskap” ’n ooreenstemmende betekenis;

„Graad II-lid” ’n Graad II-lid van die vakvereniging, en het „Graad II-lidmaatskap” ’n ooreenstemmende betekenis maar omvat dit ook die Graad III-lidmaatskap van ’n vakleerling wat op 1 Julie 1959 begin het;

„onaktiewe lid” iemand wat ’n onaktiewe lid van die vakvereniging is volgens die konstitusie van daardie liggaam en het „onaktiewe lidmaatskap” ’n ooreenstemmende betekenis;

„Nywerheid” die Druk- en Nuusbladnywerheid van Suid-Afrika;

„lid” ’n lid van die vakvereniging;

„lidmaatskap” ononderbroke aktiewe of bydraende onaktiewe lidmaatskap van die vakvereniging, uitgesonderd enige ander tydperk van Graad III-lidmaatskap as die Graad III-lidmaatskap van vakleerlinge vanaf 1 Julie 1959, of skorsing deur die vakvereniging;

„nuwe lid” iemand wat op 1 Julie 1959 of daarna as lid van die vakvereniging toegelaat is;

„nie-bydraende onaktiewe lidmaatskap” ’n tydperk van onaktiewe lidmaatskap van die vakvereniging waarin geen bydraes aan die Fonds betaal word nie;

„ou lid” iemand wat op 30 Junie 1959 lid van die vakvereniging was;

„pensioenleeftyd” die ouderdom van 65 jaar in die geval van mans of 55 jaar in die geval van vrouens;

„Staande Komitee” die Staande Komitee van die Raad;

„vakvereniging” die South African Typographical Union;

„weduwee” die weduwee van ’n afgestorwe lid van die vakvereniging; met dien verstande dat in die geval van ’n afgestorwe lid aan wie ’n aftreetoelae toegestaan is voordat hy oorlede is, sodanige weduwee met hom getroud was voordat die aftreetoelae aan hom toegestaan is.

2. 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' organizations and by all members of the Union, who are employed in the Industry as defined.

(2) This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of Section 48 of the Industrial Conciliation Act, 1956, and shall remain in force until the 31st December, 1970, or for such period as may be determined by him.

3. CONTINUATION OF FUND

The Pension Fund established by the parties to the Council for the purpose of providing retirement allowances, retiral grants, mortality grants or refunds of contributions to, or in respect of, members of the Union is hereby continued.

4. REPEAL OF PREVIOUS REGULATIONS

The provisions of this Agreement shall be in substitution for all previous regulations governing the Fund, which 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.

5. ADMINISTRATION

(1) Contributions shall be paid to the Fund in accordance with the provisions of the Agreement promulgated under Government Notice No. R.2106 of the 29th December, 1967.

(2) The Executive Committee shall have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

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

(4) All claims for benefits must be submitted in writing by the claimant to the local Regional Secretary/Organizer of the Union or direct to the Headquarters of the Union where the member does not fall under the jurisdiction of a Branch. A claimant shall furnish all information required from him by the Governing Board. Local officials shall forward all claims, together with the recommendations of their Branch Committees on such claims, to the Headquarters of the Union for consideration by the Governing Board.

(5) The Governing Board shall arrive at a decision on a claim and advise the claimant of its decision.

(6) Any claimant, who is dissatisfied with a decision by the Governing Board, may appeal to the Executive Committee against such decision, by advising the local Regional Secretary/Organizer of the Union or the General Secretary/Organizer of the Union, as the case may be, of the grounds upon which he bases his appeal, within a period of one month of the decision by the Governing Board. Any such appeal shall be forwarded to the Council through the Headquarters of the Union and shall be accompanied by a statement by the Governing Board of the reasons for its decision. The appellant shall be advised of the decision of the Executive Committee through the Headquarters of the Union. Should he still be dissatisfied, he may lodge a further appeal to the Council through the Headquarters of the Union 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.

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

6. AUDITING OF ACCOUNTS, FINANCIAL STATEMENTS AND INVESTMENT OF FUNDS

(1) The Accounts of the Fund shall be audited by Chartered Accountants bi-annually and financial statements be prepared showing:

(a) All moneys received—

- (i) in terms of Section 5 (1) hereof;
- (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 Fund at the end of each half year. True copies of the audited statements 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 statements, 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) 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;

2. TOEPASSING VAN OOREENKOMS

(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 die Nywerheid, soos omskryf, werk-saam is.

(2) Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoenig, 1956, mag vasstel en bly van krag tot 31 Desember, 1970, of vir 'n tydperk wat hy mag bepaal.

3. VOORTSETTING VAN FONDS

Die Pensioenfonds wat deur die partye by die Raad gestig is met die doel om aftreetoelae, aftreetoekennings, sterftetoekennings of terugbetalings van bydraes aan of ten opsigte van lede van die vakvereniging toe te ken, word hierby voortgesit.

4. HERROEPING VAN VORIGE REGULASIES

Die bepalings van hierdie Ooreenkoms word in die plek gestel van alle vorige regulasies wat die Fonds beheer het wat as herroep geag moet word en van geen krag of uitwerking is nie; met dien verstande egter dat die publikasie van hierdie Ooreenkoms geen uitwerking moet hê op enigiets wat wettig gedoen of gely is ingevolge sodanige vorige regulasies nie.

5. ADMINISTRASIE

(1) Bydraes moet aan die Fonds betaal word ooreenkomstig die bepalings van die Ooreenkoms gepromulgeer by Goewermentskennisgewing No. R.2106 van 29 Desember 1967.

(2) Die Uitvoerende Komitee het die bevoegdheid om dié reëlings wat hy dienstig ag, te tref in verband met die betaling van administrasiekoste uit die Fonds.

(3) Alle bystand wat ingevolge hierdie Ooreenkoms 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 mag van tyd tot tyd die bedrae wat hy nodig mag ag vir die bystand wat betaal moet word, uit die Fonds aan die vakvereniging voorskiet.

(4) Alle eise om bystand moet skriftelik deur die eiser aan die plaaslike streeksekreteris/-organiseerder van die vakvereniging, of regstreeks aan die hoofkantoor van die vakvereniging in gevalle waar die lid nie onder die regsbevoegdheid van 'n tak val nie, voorgelê word. 'n Eiser moet alle inligting verskaf wat die Beheerraad van hom verlang. Plaaslike beamptes moet alle eise, tesame met die aanbevelings van hul takkomitees aangaande sulke eise, aan die hoofkantoor van die vakvereniging vir oorweging deur die Beheerraad stuur.

(5) Die Beheerraad moet tot 'n beslissing geraak oor 'n eis en die eiser in kennis stel van sy beslissing.

(6) 'n Eiser wat ontevrede is oor 'n beslissing deur die Beheerraad, mag by die Uitvoerende Komitee appél teen sodanige beslissing aanteken deur die plaaslike streeksekreteris/-organiseerder van die vakvereniging of die hoofsekreteris/-organiseerder van die vakvereniging, na gelang van die geval, binne 'n tydperk van 1 maand ná die beslissing van die Beheerraad in kennis stel van die redes waarop hy sy appél grond. So 'n appél moet deur tussenkoms van die hoofkantoor van die vakvereniging aan die Raad gestuur word en moet vergesel gaan van 'n opgaaf van die redes vir die Beheerraad se beslissing. Die appellant moet deur tussenkoms van die hoofkantoor van die vakvereniging in kennis gestel word van die beslissing van die Uitvoerende Komitee. Indien hy nog ontevrede is, mag hy binne 1 maand ná die beslissing van die Uitvoerende Komitee, deur tussenkoms van die hoofkantoor van die vakvereniging, 'n verdere appél tot die Raad rig en het hy die reg om voor die Raad te verskyn ter stawing van sy appél. Die beslissing van die Raad is afdoende en bindend vir alle persone.

(7) Die lede en beamptes van die Raad, Uitvoerende en Staande Komitees en Beheerraad is nie verantwoordelik vir die skulde en verpligtings van die Fonds nie en moet, soos dit hierby geskied, deur die Fonds gevrywaar word teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die *bona fide* uitvoering van hul pligte.

6. OUDITERING VAN REKENINGS, FINANSIËLE STATE EN BELEGGING VAN FONDSE

(1) Die rekenings van die Fonds moet deur geëkspertiseerde rekenmeesters twee keer per jaar geouditeer en moet finansiële state voorberei word wat die volgende aantoon:

(a) Alle gelde ontvang—

- (i) kragtens klousule 5 (1) hiervan;
- (ii) uit ander bronne (as daar was); en

(b) uitgawes aangegaan onder alle hoofde;

gedurende die betrokke tydperk, tesame met 'n balansstaat wat die bates en laste van die Fonds aan die einde van elke halfjaar toon. Ware kopieë van die geouditeerde staat en balansstaat, mede-onderteken deur die voorsitter van die Raad, en van die ouditeursverslag daaroor, moet daarna ter insae lê aan die kantoor van die Raad. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later as 3 maande ná die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.

(2) Alle geld wat nie nodig is vir lopende bepalings en uitgawes nie mag 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) Savings Accounts, Permanent Shares or Fixed Deposits in registered building societies or banks; or
- (e) in any other manner approved by the Industrial Registrar.

7. CALCULATION OF PERIOD OF MEMBERSHIP

When calculating a member's period of membership, the Governing Board shall include any period of service by that member in the Armed Forces of South Africa, or its allies, during the 1939-1945 War as well as all compulsory full-time military training or service in terms of the Defence Act provided that such member was a Grade I or Grade II active member of the Union when his full-time service began, and also any period of contributory inactive membership.

Further, in the case of an old member, who has had a period of non-contributory inactive membership and who transferred back to active membership for a period of not less than twelve months prior to the application for benefits, the Governing Board may in regard to an application for an allowance mentioned in Section 9, 10 or 11, in its discretion, after consideration of the recommendation of the Union Branch Committee concerned, determine that member's period of membership as including the periods of membership immediately before and after the period of non-contributory inactive membership, provided that it is satisfied that the member transferred back to active membership in good faith in order to earn his living in the Industry and thereafter was employed at his trade or occupation for not less than twelve months.

8. INACTIVE MEMBERSHIP

(1) An old or a new member who transfers to inactive membership, and continues to work in the Industry, shall elect whether his inactive membership shall be contributory or non-contributory. Such a member who fails to make his election within one month from the date of his transfer shall be deemed to have elected that his inactive membership shall be non-contributory.

(2) A member referred to in sub-section (1) who elects that his inactive membership shall be contributory, shall have his period of contributory inactive membership regarded as membership as defined, provided that both the employer's and the employee's contribution to the Fund is paid.

(3) A member who, having elected that his inactive membership shall be contributory, fails at any stage to pay both the employer's and the employee's contribution to the Fund shall, as from the date of failure to pay the contributions, be deemed to have elected that his inactive membership shall be non-contributory and the provisions of sub-sections (4), (5) and (6) shall apply *mutatis mutandis*, provided, however, that the Executive Committee, may, in its discretion, authorize the acceptance of the arrear contributions and on payment thereof in accordance with the decision by that Committee, the provisions of this sub-section shall not apply in respect of the non-payment of those contributions.

(4) A new member, referred to in sub-section (1) who has elected, or is deemed to have elected, that his inactive membership shall be non-contributory shall, subject to the provisions of sub-section (6) be deemed to have forfeited all his interest in the Fund. An old member, referred to in sub-section (1), who elects or is deemed to have elected, that his inactive membership shall be non-contributory, shall further elect whether he will retain such interest in the Fund as may have accrued to him or forfeit his interest. A member who fails to make his election within one month from the date of his transfer shall be deemed to have elected to forfeit his interest.

(5) The provisions of Section 7 shall apply in respect of an old member, referred to in sub-section (4), who has elected to retain his interest in the Fund. Section 7 shall also apply to persons who were inactive members on the 31st March, 1960, but were not employed in the Industry on that date. Should such a member return to the Industry, all the provisions of this Section shall apply, *mutatis mutandis*, in respect of him with effect from the date of his return.

(6) An old member who has elected, or is deemed to have elected, to forfeit his interest in the Fund, or a new member who has elected that his inactive membership shall be non-contributory, shall be paid in respect of each complete year (12 months) of membership from the 1st July, 1959, an amount of R24.00 in respect of Grade I membership and R12.00 in respect of Grade II membership. Nothing further whatsoever shall be due or payable to or in respect of a member who is entitled to claim the payment mentioned in this sub-section. Should a person who is entitled to claim a payment in terms of this sub-section fail to submit his claim within a period of six months from the happening of the event entitling him to make the claim, the amount due shall, unless otherwise decided by the Governing Board, be forfeited for the benefit of the Fund.

(7) A new member, who transfers to inactive membership and leaves the Industry, shall be deemed to have forfeited all interest in the Fund with effect from the date on which he left the Industry. The provisions of sub-section (6) hereof shall, however, apply *mutatis mutandis* in respect of such a member.

(8) An old member, who transfers to inactive membership and leaves the Industry, shall elect whether he will retain such interest in the Fund as may have accrued to him or forfeit his interest. Such a member who fails to make his election within one month from the date of his transfer shall be deemed to have elected to forfeit his interest. Section 7 shall apply in respect of a member mentioned in this paragraph who has elected to retain his interest in the Fund. The provisions of sub-section (6) hereof shall apply *mutatis mutandis* in respect of a member mentioned in this sub-section who has elected, or is deemed to have elected, to forfeit his interest in the Fund.

- (d) in spaarbankrekenings, permanente aandele of vaste deposito's in geregistreerde bougenootskappe of banke; of
- (e) enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

7. BEREKENING VAN TYDPERK VAN LIDMAATSKAP

Wanneer 'n lid se lidmaatskapytydperk bereken word, moet die Beheerraad enige tydperk wat dié lid gedurende die oorlog van 1939-45 in die weermagte van Suid-Afrika of sy bondgenote gedien het, en ook alle verpligte voltydse militêre opleiding of diens kragtens die Verdedigingswet, daarby insluit; met dien verstande dat dié lid 'n aktiewe Graad I- of Graad II-lid van die vakvereniging was toe sy voltydse diens begin het, asook elke tydperk van bydraende onaktiewe lidmaatskap.

Voorts mag die Beheerraad, in die geval van 'n ou lid wat 'n tyd lank 'n nie-bydraende onaktiewe lid was en wat weer 'n aktiewe lid geword het vir 'n tydperk van minstens 12 maande vóór die aansoek om bystand, ten opsigte van 'n aansoek om 'n toelae soos in klousule 9, 10 of 11 bedoel, na goedvinde en na oorweging van die aanbeveling van die betrokke takkomitee van die vakvereniging, daardie lid se tydperk van lidmaatskap só vaststel dat dié tydperke van lidmaatskap onmiddellik voor en ná die tydperke van nie-bydraende onaktiewe lidmaatskap insluit; met dien verstande dat die Beheerraad daarvan oortuig is dat die lid te goeder trou weer 'n aktiewe lid geword het om 'n bestaan in die nywerheid te vind en daarna vir minstens 12 maande in sy bedryf of beroep werksaam was.

8. ONAKTIEWE LIDMAATSKAP

(1) 'n Ou of 'n nuwe lid wat na onaktiewe lidmaatskap oorgaan en wat voortgaan om in die Nywerheid te werk, moet kies of sy onaktiewe lidmaatskap bydraend of nie-bydraend gaan wees. 'n Lid wat versuim om binne 1 maand vanaf die datum van sy oorpasing te kies, word geag te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees.

(2) Die tydperk van bydraende onaktiewe lidmaatskap van 'n lid wat by subklousule (1) bedoel word en wat verkies dat sy onaktiewe lidmaatskap bydraend moet wees, word geag 'n tydperk van lidmaatskap te wees soos omskryf; met dien verstande dat sowel die werkgewer as die werknemer se bydrae tot die Fonds betaal word.

(3) 'n Lid wat versuim om te eniger tyd sowel die werkgewer as die werknemer se bydrae tot die Fonds te betaal nadat hy verkies het dat sy onaktiewe lidmaatskap bydraend moet wees, word vanaf die datum waarop daar versuim is om die bydrae te betaal, geag te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, en die bepalings van subklousules (4), (5) en (6) is dan *mutatis mutandis* van toepassing; met dien verstande egter dat die Uitvoerende Komitee na goedvinde die aanname van die agterstallige bydraes mag goedkeur en by betaling daarvan ooreenkomstig die Komitee se besluit, is die bepalings van hierdie subklousule nie van toepassing ten opsigte van die nie-betaling van daardie bydraes nie.

(4) 'n Nuwe lid, in subklousule (1) bedoel, wat verkies het of wat geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, word, behoudens die bepalings van subklousule (6), geag al sy belange in die Fonds te verbeur het. 'n Ou lid, in subklousule (1) bedoel, wat verkies of wat geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet verder kies of hy sodanige belange in die Fonds wat hom mag toekom, wil behou of verbeur. 'n Lid wat versuim om binne 1 maand vanaf die datum waarop hy die verandering maak, te kies, word geag te verkies het om sy belange te verbeur.

(5) Die bepalings van klousule 7 is van toepassing ten opsigte van 'n ou lid, in subartikel (4) bedoel, wat verkies het om sy belange in die Fonds te behou. Klousule 7 is ook van toepassing op diegene wat op 31 Maart 1960 onaktiewe lede was maar nie op daardie datum in die Nywerheid werksaam was nie. Indien so 'n lid na die Nywerheid terugkeer, is al die bepalings van hierdie klousule *mutatis mutandis* op hom van toepassing met ingang van die datum van sy terugkeer.

(6) 'n Ou lid wat verkies het, of wat geag word te verkies het, om sy belange in die Fonds te verbeur, of 'n nuwe lid wat verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet ten opsigte van elke voltooid jaar (12 maande) lidmaatskap vanaf 1 Julie 1959 'n bedrag van R24 ten opsigte van Graad I-lidmaatskap en R12 ten opsigte van Graad II-lidmaatskap betaal word. Daar is hoegenaamd niks meer verskuldig of betaalbaar aan of ten opsigte van 'n lid wat daarop geregtig is om die betaling wat in hierdie subklousule genoem word, te eis nie. Indien iemand wat geregtig is om betaling kragtens hierdie subklousule te eis, versuim om sy eis in te stel binne 'n tydperk van 6 maande vanaf die gebeurtenis wat hom op so 'n eis geregtig maak, word die verskuldigde bedrag ten gunste van die Fonds verbeur tensy die Beheerraad anders besluit.

(7) 'n Nuwe lid wat na onaktiewe lidmaatskap oorgaan en die Nywerheid verlaat, word geag alle belange in die Fonds te verbeur het met ingang van die datum waarop hy die Nywerheid verlaat het. Die bepalings van subklousule (6) hiervan is egter *mutatis mutandis* ten opsigte van sodanige lid van toepassing.

(8) 'n Ou lid wat na onaktiewe lidmaatskap oorgaan en die Nywerheid verlaat, moet kies of hy die belange in die Fonds wat hom mag toekom, wil behou of verbeur. So 'n lid wat versuim om binne 1 maand vanaf die datum waarop hy onaktiewe lid word, te kies, word geag te verkies het om sy belange te verbeur. Klousule 7 is van toepassing ten opsigte van 'n lid wat in hierdie paragraaf bedoel word en wat verkies het om sy belange in die Fonds te behou. Die bepalings van subklousule (6) hiervan is *mutatis mutandis* van toepassing ten opsigte van 'n lid wat in hierdie subklousule bedoel word wat verkies het of geag word te verkies het om sy belange in die Fonds te verbeur.

(9) Notwithstanding anything to the contrary contained in this Agreement, the Governing Board may, in its discretion, pay, in deserving cases, to the dependant of a deceased old member, who has forfeited, or is deemed to have forfeited, his interest in the Fund, an amount not exceeding the amount which would have been payable as a Mortality grant in terms of Section 13 in respect of the member's membership before the 30th June, 1959, should he not have forfeited or be deemed to have forfeited his interest in the Fund in terms of the provisions of this Agreement or of the regulations previously applicable to the Fund.

9. RETIREMENT ALLOWANCES

(1) A retirement allowance shall be granted to an active or a contributory inactive member who has completed not less than twenty years' membership and has attained the pensionable age; provided, however, that a male, who was a member of the Union on the 30th June, 1959, and who has completed not less than forty years' membership shall be eligible for the allowance at any time after he has attained the age of sixty years.

(2) The maximum allowance payable shall be:
Grade I members of the Union: R12.00 per week
Grade II members of the Union: R8.50 per week

(3) In order to qualify for the maximum allowance, a member must have completed not less than forty years' membership, provided, however, that an old member who, because of his age when he was first admitted to membership, is unable to complete forty years' membership, shall qualify for the maximum allowance after not less than twenty-five years' membership.

(4) The allowance payable to a member, who does not qualify for the maximum allowance, shall be calculated in the proportion of the maximum allowance that the number of years of membership bears to forty, provided, however, that the proportionate allowance payable to an old member who, because of his age when he was first admitted to membership, is unable to complete forty years of membership, shall be calculated in the proportion of the maximum allowance that the number of years of membership bears to twenty-five. In no case shall the allowance payable exceed the maximum allowance mentioned in sub-section (2).

(5) Should a member have served his membership partly as a Grade I and partly as a Grade II member, the allowance payable to him shall be calculated *pro rata* according to the number of years served in each Grade.

(6) A member, who has been granted a retirement allowance in terms of this regulation, shall not perform any work in the Industry, which is normally done by a member of the Union, without having first obtained the permission of the Standing Committee. Should permission be granted, the member shall transfer back to active membership and the allowance shall not be paid while he is an active member. Payment of the allowance shall be resumed on the member again becoming an inactive member and ceasing work of the class mentioned. Unless otherwise decided by the Governing Board, no further payment whatsoever shall be made to, or in respect of a member, who fails to comply with the provisions of this sub-section.

10. INCAPACITY CASES

(1) A retirement allowance shall be granted to an active or contributory inactive member, who has completed not less than twenty years' membership and has proved to the satisfaction of the Governing Board that, because of ill health, he is unable to continue working in the Industry.

(2) The maximum allowance payable in such cases shall be calculated in the proportion of the maximum allowance mentioned in Section 9 (2) that the number of years of membership bears to 40, provided, however, that that maximum allowance shall in no case be exceeded and provided further that in determining the allowance payable in each particular case, the Governing Board shall have due regard to the earning capacity at any occupation whatsoever of the incapacitated member.

(3) The Governing Board shall, from time to time, review all cases where allowances have been granted in terms of this or any corresponding provision and, at its discretion, shall adjust such allowances in accordance with the principles set out in sub-section (2).

11. ALLOWANCES FOR WIDOWS AND DEPENDANTS

(1) Should an active or a contributory inactive member, who has completed not less than twenty years' membership, die before having been granted a retirement allowance in terms of Section 9 or 10, the amount which would have been paid to that member over a period of 24 months had he not died, shall be paid to the deceased member's widow or other dependant over such period as the Governing Board may determine. For the purposes of this sub-section the deceased member shall be deemed to have reached the pensionable age at the date of his death. The allowance payable shall be calculated in the proportion of the maximum allowance mentioned in Section 9 (2) that the number of years of membership bears to forty, provided, however, that in the case of a deceased old member of the class mentioned in this sub-section, the allowance payable shall be calculated in the proportion of the maximum allowance mentioned in Section 9 (2) that the number of years of membership bears to twenty-five. In no case shall the allowance payable exceed the maximum allowance mentioned in Section 9 (2).

(2) The widow or other dependant of a deceased member, who died after he had been granted a retirement allowance in terms of Section 9 or 10 shall be paid, over such period as the Governing Board may determine, the amount which would have been paid to the deceased member over a period of 24 months from the date of his death, had he not died.

(9) Ondanks andersluidende bepaling in hierdie Ooreenkoms, mag die Beheerraad, na goeëdunke, in verdienstelike gevalle, aan die afhanklike van 'n afgestorwe ou lid wat sy belange in die Fonds verbeur het of geag word dit te verbeur het, 'n bedrag betaal van hoogstens die bedrag wat ingevolge klousule 13 ten opsigte van 'n lid se lidmaatskap vóór 30 Junie 1959, as 'n sterftetoekenning betaalbaar sou gewees het indien hy nie sy belange in die Fonds ingevolge die bepaling van hierdie Ooreenkoms of van die regulasies wat voorheen op die Fonds van toepassing was, verbeur het of geag word dit te verbeur het nie.

9. AFTREETOELAES

(1) 'n Aftreetoelae moet toegestaan word aan 'n aktiewe of 'n hydraende onaktiewe lid wat minstens 20 jaar lidmaatskap voltooi het en die pensioenleëtyd bereik het; met dien verstande egter dat 'n man wat op 30 Junie 1959 lid van die vakvereniging was en minstens 40 jaar lidmaatskap voltooi het, te eniger tyd nadat hy die ouderdom van 60 jaar bereik het, vir die toelae in aanmerking kom.

(2) Die maksimum toelae wat betaalbaar is, is soos volg:

Graad I-lede van die vakvereniging: R12.00 per week.
Graad II-lede van die vakvereniging: R8.50 per week.

(3) Ten einde vir die maksimum toelae in aanmerking te kom, moet 'n lid minstens 40 jaar lidmaatskap voltooi het; met dien verstande egter dat 'n ou lid wat weens sy ouderdom toe hy vir die eerste maal as lid toegelaat is, nie in staat is om 40 jaar lidmaatskap te voltooi nie, vir die maksimum toelae in aanmerking kom ná minstens 25 jaar lidmaatskap.

(4) Die toelae wat betaalbaar is aan 'n lid wat nie vir die maksimum toelae in aanmerking kom nie, moet bereken word in die verhouding van die maksimum toelae waarin die verhouding van sy getal jare lidmaatskap tot 40 staan; met dien verstande egter dat die eweredige toelae wat betaalbaar is aan 'n ou lid wat weens sy ouderdom toe hy vir die eerste keer as lid toegelaat is, nie in staat is om 40 jaar lidmaatskap te voltooi nie, bereken moet word in die verhouding van die maksimum toelae waarin die getal jare van lidmaatskap tot 25 staan. In geen geval mag die betaalbare toelae die maksimum toelae wat in subklousule (2) genoem word, te bowe gaan nie.

(5) Indien 'n lid sy lidmaatskap gedeeltelik as 'n Graad I- en gedeeltelik as 'n Graad II-lid uitgedien het, moet die toelae wat aan hom betaalbaar is, op 'n *pro rata* grondslag bereken word volgens die getal jare lidmaatskap in elke graad.

(6) 'n Lid aan wie 'n aftreetoelae ingevolge hierdie regulasie toegeken is, mag geen werk wat gewoonlik deur 'n lid van die vakvereniging gedoen word, in die Nywerheid doen sonder om eers die toestemming van die Staande Komitee te verkry nie. Indien toestemming verleen word, moet die lid weer 'n aktiewe lid word en mag die toelae nie betaal word terwyl hy 'n aktiewe lid is nie. Betaling van die toelae moet hervat word wanneer die lid weer 'n onaktiewe lid word en ophou om die werk in genoemde klas te verrig. Tensy die Beheerraad anders besluit, mag geen verdere bedrag hoegenaamd aan of ten opsigte van 'n lid wat versum om die bepaling van hierdie subklousule na te kom, betaal word nie.

10. ONGESKIKTHEIDSGEVALLE

(1) 'n Aftreetoelae moet toegestaan word aan 'n aktiewe lid of 'n hydraende onaktiewe lid, wat minstens 20 jaar lidmaatskap voltooi het en wat tot bevrediging van die Beheerraad bewys het dat hy as gevolg van swak gesondheid nie in staat is om langer in die Nywerheid te werk nie.

(2) Die maksimum toelae wat in sodanige gevalle betaalbaar is, moet bereken word in die verhouding van die maksimum toelae, gemiddeld in klousule 9 (2), waarin die verhouding van sy getal jare lidmaatskap tot 40 staan; met dien verstande egter dat daardie maksimum toelae in geen geval te bowe gegaan mag word nie en voorts met dien verstande dat die Beheerraad die verdienvermoë van die ongeskikte lid in enige beroep van water aard ook al, behoorlik in ag moet neem by die vasstelling van die toelae wat in elke besonder geval betaalbaar is.

(3) Die Beheerraad moet van tyd tot tyd alle gevalle waar toelaes ingevolge hierdie of enige ooreenstemmende bepaling toegestaan is, heroorweeg en dié toelaes na goedvinde aanpas ooreenkomstig die beginsels in subklousule (2) gemeld.

11. TOELAES VIR WEDUWES EN AFHANKLIKES

(1) Indien 'n aktiewe of 'n hydraende onaktiewe lid wat minstens 20 jaar lidmaatskap voltooi het, te sterwe kom voordat 'n aftreetoelae ingevolge artikel 9 of 10 aan hom toegestaan is, moet die bedrag wat oor 'n tydperk van 24 maande aan daardie lid betaal sou gewees het as hy nie gesterf het nie, aan die afgestorwe lid se weduwee of ander afhanklike betaal word gedurende dié tydperk wat die Beheerraad mag bepaal. Vir die toepassing van hierdie subklousule word die afgestorwe lid geag die pensioenleëtyd te bereik het op die datum van sy afsterwe. Die betaalbare toelae moet bereken word in die verhouding van die maksimum toelae, genoem in klousule 9 (2), waarin die verhouding van sy getal jare lidmaatskap tot 40 staan; met dien verstande egter dat in die geval van 'n afgestorwe ou lid van die klas wat in hierdie subklousule genoem word, die betaalbare toelae bereken moet word in die verhouding van die maksimum toelae, genoem in klousule 9 (2), waarin die verhouding van sy getal jare lidmaatskap tot 25 staan. In geen geval mag die betaalbare toelae die maksimum toelae wat in klousule 9 (2) genoem word, te bowe gaan nie.

(2) Die weduwee of ander afhanklike van 'n afgestorwe lid wat tot sterwe gekom het nadat daar ingevolge klousule 9 of 10 'n aftreetoelae aan hom toegestaan is, moet gedurende dié tydperk wat die Beheerraad mag bepaal, die bedrag betaal word wat aan die afgestorwe lid betaal sou gewees het oor 'n tydperk van 24 maande vanaf die datum van sy afsterwe, indien hy nie te sterwe gekom het nie.

(3) Should the widow or other dependant of a deceased member, who has been granted an allowance in terms of this Regulation, contract a marriage before having received the full allowance authorized, no further payment whatsoever shall be made from the Fund to that person after the date of such marriage.

12. RETIRAL GRANTS FOR FEMALE MEMBERS

(1) A female member, who has completed her period of probation for benefits as determined by the Union and who resigns from membership of the Union and leaves the Industry, shall be paid a retiral grant of R2.00 for each complete year (12 months) of membership up to the 30th June, 1959, and of R24.00 for each complete year (12 months) of Grade I membership and of R12.00 for each complete year (12 months) of Grade II membership from the 1st July, 1959. Nothing further whatsoever shall be payable by the Fund to such a member.

(2) Unless otherwise decided by the Governing Board, no grant shall be payable in terms of this regulation if no claim is received within a period of three months from the date on which the member concerned resigned from membership of the Union.

13. MORTALITY GRANTS

(1) A mortality grant shall be paid to the dependant or, if there be no dependant, the nominee of a deceased member on his death. The amount payable shall be in accordance with the number of complete years (12 months) of membership and shall be ascertained as follows:—

Period of Membership	Grade I	Grade II
One year	R16.00	R8.00
Two years	R24.00	R12.00
Three years	R36.00	R18.00

The amount payable in respect of Grade I members shall be increased by R12.00 for each additional year of membership up to a maximum of R400.00 and that payable in respect of Grade II members by R6.00 for each additional year of membership up to a maximum of R200.00, provided, however, that in the case of a deceased member, in respect of whom no other benefit is payable in terms hereof, the mortality grant payable shall not be less than the amount which would have been payable to that member, in terms of Section 8 (6), had he transferred to inactive membership and left the Industry immediately prior to his death.

(2) The provisions of this Section shall apply only in respect of members who, at the date of their death, were active members, contributory inactive members, inactive members in receipt of a retirement allowance, or non-contributory inactive old members who have not forfeited their interest in the Fund in terms of this Agreement or of the regulations previously applicable to the Fund. For the purposes of sub-section (1) hereof, the period of membership of a deceased non-contributory inactive old member shall be the period of continuous active membership served by him immediately before he last transferred to inactive membership.

(3) The amount payable in terms of sub-section (1) may be paid in a lump sum or in instalments over such period as the Governing Board may determine.

(4) Each member shall be entitled to nominate the person to whom the mortality grant shall be paid on his death in the event of him leaving no dependant. All such nominations shall be in writing and shall be lodged with the local Regional Secretary/Organizer of the Union or the Headquarters of the Union where the member does not fall under the jurisdiction of a Branch. A nomination made by a member for the purposes of the Union Mortality Trust Fund, or a nomination made in terms of previous regulations relating to the Fund, shall be deemed to be a nomination made in terms of this sub-section provided, however, that a member may nominate one person to receive the amount due from the Union Mortality Trust Fund and another to receive that due in terms of this Section.

(5) Should there be no dependant and should no nomination in terms of sub-section (4) have been made, the grant may, at the discretion of the Governing Board, be paid to any person who, in the opinion of that Board establishes a reasonable claim to it.

(6) In the event of there being more than one claimant, the grant may at the discretion of the Governing Board be apportioned amongst the various claimants.

(7) Should a member have served his membership partly as a Grade I and partly as a Grade II member, the grant payable in respect of him shall be calculated *pro rata* according to the number of years served in each grade.

(8) Should the widow or other dependant of a deceased member have been granted an allowance in terms of Section 11, the grant payable in terms of this regulation shall not be paid until such time as that allowance is no longer payable; provided, however, that the Governing Board may authorize the immediate payment of such amount as is required to meet funeral and other essential expenses.

(9) Should the Governing Board, after due enquiry, be unable to ascertain the whereabouts of the nominee of a deceased member within six months of the date of his death, that member shall be deemed not to have made a nomination and the provisions of sub-section (5) hereof shall apply.

(10) Unless otherwise decided by the Governing Board, no grant shall be payable in terms of this section in cases where the deceased member has not made, or is deemed not to have

(3) Indien die weduwee of ander afhanklike van 'n afgestorwe lid aan wie 'n toelae ingevolge hierdie regulasie toegestaan is, in die huwelik tree voordat sy die volle toelae, soos toegestaan, ontvang het, mag daar na die datum van sodanige huwelik geen verdere bedrag hoegenaamd uit die Fonds aan daardie persoon betaal word nie.

12. AFTREETOEKENNINGS VIR VROULIKE LEDE

(1) 'n Vroulike lid wat haar proeftydperk vir bystand, soos deur die vakvereniging vasgestel, voltooi het en wat as lid van die vakvereniging bedank en die Nywerheid verlaat, moet 'n aftreetoekenning van R2 betaal word vir elke voltooide jaar (12 maande) lidmaatskap tot 30 Junie 1959, en vanaf 1 Julie 1959, 'n toekenning van R24 vir elke voltooide jaar (12 maande) Graad I-lidmaatskap en R12 vir elke voltooide jaar (12 maande) Graad II-lidmaatskap. Niks meer hoegenaamd is aan sodanige lid deur die Fonds betaalbaar nie.

(2) Tensy die Beheerraad anders besluit, is geen toekenning ingevolge hierdie regulasie betaalbaar indien geen eis binne 'n tydperk van 3 maande vanaf die datum waarop die betrokke lid as lid van die vakvereniging bedank het, ontvang word nie.

13. STERFTETOEKENNINGS

(1) 'n Sterftetoekenning is aan die afhanklike of, indien daar geen afhanklike is nie, aan die benoemde van 'n afgestorwe lid by sy afsterwe betaalbaar. Die betaalbare bedrag word ooreenkomstig die getal voltooide jare (12 maande) lidmaatskap bereken en word soos volg vasgestel—

Tydperk van lidmaatskap	Graad I	Graad II
Een jaar	R16.00	R8.00
Twee jaar	R24.00	R12.00
Drie jaar	R36.00	R18.00

Die bedrag wat betaalbaar is ten opsigte van Graad I-lede, moet met R12 vir elke bykomende jaar lidmaatskap verhoog word tot 'n maksimum van R400 en die betaalbaar ten opsigte van Graad II-lede, met R6 vir elke bykomende jaar lidmaatskap tot 'n maksimum van R200; met dien verstande egter dat, in die geval van 'n afgestorwe lid ten opsigte van wie geen ander bystand ingevolge hiervan betaalbaar is nie, die betaalbare sterftetoekenning minstens die bedrag moet wees wat ingevolge klousule 8 (6) aan die lid betaalbaar sou gewees het indien hy onmiddellik voor sy afsterwe 'n onaktiewe lid geword en die nywerheid verlaat het.

(2) Die bepaling van hierdie klousule is slegs van toepassing ten opsigte van lede wat op die datum van afsterwe, aktiewe lede was, bydraende onaktiewe lede, onaktiewe lede wat 'n aftreetoelae ontvang het, of nie-bydraende onaktiewe ou lede wat nie hul belange in die Fonds ingevolge hierdie Ooreenkoms of ingevolge die regulasies wat voorheen op die Fonds van toepassing was, verbeur het nie. Vir die toepassing van subklousule (1) hiervan is die lidmaatskaptydperk van 'n afgestorwe nie-bydraende onaktiewe ou lid die tydperk van ononderbroke aktiewe lidmaatskap wat hy uitgedien het onmiddellik voordat hy laas 'n onaktiewe lid geword het.

(3) Die bedrag betaalbaar ingevolge subklousule (1) mag in 'n ronde som betaal word, of in paaiemente gedurende die tydperk wat die Beheerraad mag bepaal.

(4) Elke lid is daarop geregtig om die persoon te benoem aan wie die sterftetoekenning by sy afsterwe betaal moet word ingeval hy nie 'n afhanklike nalaat nie. Alle sodanige benoemings moet op skrif gestel en ingedien word by die plaaslike streeksekretaris/-organiseerder van die vakvereniging of by die hoofkantoor van die vakvereniging ingeval 'n lid nie onder die regsbevoegdheid van 'n tak val nie. 'n Benoeming wat vir die doel van die sterftetrustfonds van die vakvereniging deur 'n lid gedoen is of 'n benoeming ingevolge vorige regulasies betreffende die Fonds, word geag 'n benoeming te wees wat ingevolge hierdie subklousule gedoen is; met dien verstande egter dat 'n lid één persoon mag benoem om die bedrag wat verskuldig is uit die sterftetrustfonds van die vakvereniging te ontvang en iemand anders om die bedrag wat ingevolge hierdie klousule verskuldig is, te ontvang.

(5) Indien daar geen afhanklike is nie en indien geen benoeming ingevolge subklousule (4) gedoen is nie, mag die toekenning na goedvinde van die Beheerraad betaal word aan enigiemand wat na die mening van daardie Raad redelike grond vir sy aanspraak daarop aanvoer.

(6) Ingeval daar meer as een eiser is, mag die toekenning na goedvinde van die Raad onder die verskillende eisers verdeel word.

(7) Indien 'n lid se lidmaatskap gedeeltelik uit Graad I- en gedeeltelik uit Graad II-lidmaatskap bestaan het, word die toekenning wat ten opsigte van hom betaalbaar is, op 'n *pro rata* grondslag bereken volgens die getal jare in elke graad gedien.

(8) Indien daar aan die weduwee of ander afhanklike van 'n afgestorwe lid 'n toelae ingevolge klousule 11 toegestaan is, mag die toekenning wat ingevolge hierdie regulasie betaalbaar is, nie betaal word nie tot tyd en wyl daardie toelae nie meer betaalbaar is nie; met dien verstande egter dat die Beheerraad magtigting mag verleen vir die onmiddellike betaling van die bedrag wat nodig is om begrafnis- en ander noodsaaklike koste te dek.

(9) Indien die Beheerraad na behoorlike navraag nie in staat is om binne 6 maande na die datum van afsterwe van 'n lid, vas te stel waar die benoemde hom bevind nie, word daardie lid geag nie 'n benoeming te gedoen het nie en is die bepaling van subklousule (5) hiervan van toepassing.

(10) Indien die weduwee of ander afhanklike nie die toekenning binne 'n tydperk van 9 maande vanaf die datum van afsterwe van die lid eis nie, is daar, tensy die Beheerraad anders

made, a nomination in terms of sub-section (4), if no claim from the widow or other dependant for the grant is received within a period of nine months from the date of the death of the member.

14. FORFEITURE OF BENEFITS

(1) Subject to the provisions of Section 12, a person, who resigns or is expelled from the Union, shall be deemed to have forfeited all his interest in the Fund; provided, however, that the provisions of Section 8 (6) shall apply *mutatis mutandis* in respect of him.

(2) Benefits due or payable to any person from the Fund shall not be capable of being exercised or claimed in any way by anybody 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 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.

In the event of any person forfeiting his benefits as aforesaid, the Governing Board may, at its discretion, from time to time pay out of the Fund (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 amounts or amount 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 immediately on the death of that person, provided, however, that at the discretion of the Governing Board, an amount not exceeding the benefits so forfeited may be paid to the widow or other dependant of the deceased member.

15. 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 Governing Board, 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.

16. 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 Fund not be negotiated within a period of two years from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the benefit of employees in the Industry of the same class as the members of the Fund, the Fund shall be liquidated. The Fund shall during the said period of two years or until such time as it is continued by any other agreement or transferred to any other fund referred to above, be administered by a Committee consisting of four persons nominated by the Employers' Organizations 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 34 (2) of the Industrial Conciliation Act, 1956, the Fund shall be administered by a Committee constituted as provided for in sub-section (1) until the Agreement expires, whereafter the Fund 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 Fund shall be dealt with and expended only for the purposes of the Fund and in accordance with the provisions of this Agreement. 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 Fund impracticable or undesirable in the opinion of the Industrial

besluit, geen toekenning ingevolge hierdie klousule betaalbaar nie in gevalle waar die afgestorwe lid nie 'n benoeming ingevolge subklousule (4) gedoen het of geag word dit te gedoen het nie.

14. VERBEURING VAN BYSTAND

(1) Behoudens die bepalinge van klousule 12, word iemand wat uit die Fonds bedank of uitgesit word, geag al sy belange in die Fonds te verbeur het; met dien verstande egter dat die bepalinge van klousule 8 (6) *mutatis mutandis* op hom van toepassing is.

(2) Bystand verskuldig of betaalbaar uit die Fonds aan enigiemand mag deur niemand anders as daardie persoon gebruik of geëis word nie, en 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 en die eiendomsreg daarop mag op niemand anders in watter hoedanigheid ookal, oorgaan nie. Dié bystand moet absoluut vasgestel en totaal ten gunste van die 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.

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

(a) aan so 'n persoon, die bedrag of bedrae wat die Beheerraad nodig mag ag vir sy onderhoud, en/of

(b) aan die afhanklikes van so 'n persoon, die bedrag of bedrae wat die Beheerraad 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. Daarbenevens moet alle bystand wat aan enigiemand verskuldig 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 Beheerraad, aan die weduwee of ander afhanklike van die afgestorwe lid betaal mag word.

15. SKULDVERGELYKING

Ondanks andersluidende bepalinge hierin mag bystand wat aan of ten opsigte van 'n persoon betaalbaar is, na goedvinde van die Beheerraad, van enige bedrag wat deur so 'n persoon of sy boedel aan die mediese hulpfondse of enige ander fonds van die Raad verskuldig is, afgetrek word. Alle bedrae wat aldus afgetrek word, moet na die betrokke fonds oorgedra word.

16. VERSTRYKING VAN OOREENKOMS

(1) Indien hierdie Ooreenkoms verstryk deur verloop van tyd of om enige ander rede en 'n daaropvolgende Ooreenkoms vir die voortsetting van die Fonds nie gesluit word binne 'n tydperk van 2 jaar vanaf die datum van dié verstryking of ingeval die Fonds nie deur die Raad binne dié tydperk oorgedra word na 'n ander fonds wat ingestel is tot voordeel van die werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds nie, moet die Fonds gelikwdeer word. Gedurende genoemde tydperk van 2 jaar of totdat dit voortgesit word by enige ander ooreenkoms of oorgeplaas word na enige ander fonds hierbo bedoel, moet die Fonds geadmistreer word deur 'n komitee bestaande uit 4 persone genomineer deur die werkgewersorganisasies en 4 persone genomineer deur die Vakvereniging.

(2) Ingeval die Raad onbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet op Nywerheidsversoening, 1956, bindend is, moet die Fonds geadmistreer word deur 'n komitee saamgestel soos bepaal in subklousule (1) totdat die Ooreenkoms verstryk, waarna die Fonds gelikwdeer 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. Ingeval 'n party om watter rede ook al versuim om die lede van die komitee te benoem, mag die Nywerheidsregistrateur hulle uit werkgewers en werknemers in die Nywerheid kies ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Die komitee moet die bevoegdhede van die Raad en die Uitvoerende en Staande Komitees besit; met dien verstande egter dat met alle geld en sekuriteite van die Fonds handel en dit bestee moet word slegs vir die doelstellings van die Fonds en ooreenkomstig die bepalinge van hierdie Ooreenkoms. 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 Fonds na die mening van die Nywerheidsregistrateur onprakties

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.

17. LIQUIDATION OF FUND

(1) Upon liquidation of the Fund in terms of Section 16 the Liquidator shall realize the assets of the Fund and purchase annuities payable for life from a registered life insurance company for all persons in receipt of retirement allowances authorized in terms of Section 9 or 10 of this Agreement. Any balance remaining, after payment of the costs of liquidation, shall, if the Industrial Registrar so directs, be transferred to some other fund established for the benefit of employees in the Industry of the same class as the members of the Fund, or, in the absence of any such direction shall be apportioned on an equitable basis, recommended by an Actuary, amongst the active and contributory inactive members, who, at the date of expiry of this agreement or any extension thereof had had not less than 15 years of membership.

(2) Subject to the direction of the Industrial Registrar the Liquidator may use any amount due to a member in terms of sub-section (1) to purchase from a registered life insurance company an annuity for that member payable from the pensionable age, or may pay the amount due direct to the member.

(3) The Fund shall be liquidated by the Committee or the Trustee or Trustees, referred to in Section 16, as the case may be. The Employers' Organizations and the Trade Union, having arrived at the Agreement set forth herein, the undersigned authorized officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Signed at Johannesburg this 24th day of October, 1967.

L. E. A. SLATER,
Employers' Representative,
Chairman of the Council.

B. L. SEEGER,
Vice-Chairman of the Council.
Employees' Representative,

T. S. CLEARY,
Secretary of the Council.

SCHEDULE

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

LABOURERS' BENEFIT FUND AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended 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' Organizations") 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.

1. INTERPRETATION

Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Main Agreement for the Industry shall have the same meaning as in that Agreement, any word or expression signifying the singular number shall include the plural and *vice versa* and—

"Class I member" means a person of a class mentioned in section 5 of this Agreement, who is not a labourer or a screen worker as defined in the Main Agreement for the Industry;

"Class II member" means a labourer or a screen worker as defined in the Main Agreement for the Industry;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa;

"Dependant" means a person who, in the opinion of the Management Committee, was dependent on a deceased member;

"Executive Committee" means the Executive Committee of the Council;

"Fund" means the Labourers' Benefit Fund;

"Industry" means the Printing and Newspaper Industry of South Africa;

"Management Committee" means the Management Committee mentioned in Section 4 of this Agreement;

"Member" means a class I or class II member;

"Pensionable age" means the age of 65 years;

"Service" means the period for which a member has been employed in the Industry;

"Standing Committee" means the Standing Committee of the Council.

of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer en dié trustee of trustees moet dan al die bevoegdhede van die komitee vir dié doel besit.

17. LIKWIDASIE VAN FONDS

(1) By likwidasië van die Fonds kragtens klousule 16 moet die likwidateur die bates van die Fonds te gelde maak en lyfrentepolis, betaalbaar gedurende die lewe van die polishouer, van 'n geregistreerde lewensversekeringsmaatskappy koop vir alle persone wat aftreetoelaas ontvang wat gemagtig word ingevolge klousule 9 of 10 van hierdie Ooreenkoms. Enige oorblywende saldo, nadat die likwidasiëkoste betaal is, moet, indien die Nywerheidsregistrator dit gelas, oorgedra word na enige ander fonds wat ingestel is vir die voordeel van werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds, of, by gebrek aan so 'n lasgewing moet dit op 'n regverdige grondslag verdeel word, soos deur 'n aktuaris aanbeveel, onder die aktiewe en bydraende onaktiewe lede wat op die datum van die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan, minstens 15 jaar lank lid was.

(2) Behoudens die lasgewing van die Nywerheidsregistrator, mag die likwidateur enige bedrag wat aan 'n lid ingevolge subklousule (1) verskuldig is, gebruik om van 'n geregistreerde lewensversekeringsmaatskappy 'n lyfrentepolis vir daardie lid te koop wat vanaf die pensioenleeftyd betaalbaar is, of mag hy die verskuldigde bedrag regstreeks aan die lid betaal.

(3) Die Fonds moet gelikwedeer word deur die komitee of die trustee of trustees, in klousule 16 bedoel, 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 24ste dag van Oktober 1967 in Johannesburg onderteken.

L. E. A. SLATER,
Verteenwoordiger van die Werkgewers,
Voorsitter van die Raad.

B. L. SEEGER,
Verteenwoordiger van die Werknemers,
Ondervoorsitter van die Raad.

T. S. CLEARY,
Sekretaris van die Raad.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA

ARBEIDERSHULPFONDSOOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en 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.

1. VERTOLKING

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in die Ooreenkoms gebesig en in die Hoof-ooreenkoms vir die Nywerheid omskryf word, dieselfde betekenis as in daardie Ooreenkoms, en sluit woorde of uitdrukkings wat die enkelvoud aandui ook die meervoud in en omgekeerd, en beteken—

„klas I-lid” 'n persoon van 'n klas wat in artikel 5 van hierdie Ooreenkoms genoem word, wat nie 'n arbeider of 'n skermwerker soos in die Hoof-ooreenkoms vir die Nywerheid omskryf, is nie;

„klas II-lid” 'n arbeider of 'n skermwerker soos in die Hoof-ooreenkoms vir die Nywerheid omskryf;

„Raad” die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika;

„afhanklike” 'n persoon wat, na die mening van die Bestuurskomitee, van 'n afgestorwe lid afhanklik was;

„Uitvoerende Komitee” die Uitvoerende Komitee van die Raad;

„Fonds” die Arbeidershulpfonds;

„Nywerheid” die Druk- en Nuusbladnywerheid van Suid-Afrika;

„Bestuurskomitee” die Bestuurskomitee wat in artikel 4 van hierdie Ooreenkoms genoem word;

„lid” 'n klas I- of klas II-lid;

„pensioenleeftyd” die leeftyd van 65 jaar;

„diens” die tydperk wat 'n lid in die Nywerheid in diens was;

„Vaste Komitee” die Vaste Komitee van die Raad.

2. SCOPE OF APPLICATION

The provisions of this Agreement shall apply within the following Magisterial Districts:—

Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, East London, Germiston, Hankey, Heidelberg (Tvl.), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (except in the Government Printing Works), Randfontein, Roodepoort, Simonstown, Springs, The Cape, Vanderbijlpark, Vereeniging, Westonaria and Wynberg,

and shall be binding upon employers and employees in all sections of the Industry other than the Duplicating Section, who are engaged or employed in the Industry within the Magisterial Districts mentioned.

3. LABOURERS' BENEFIT FUND

The Printing Industry Labourers' Benefit Fund established by the parties to the Council is hereby continued.

4. ADMINISTRATION

(1) The Fund shall be under the control of a Management Committee consisting of three representatives of the employers' organizations and three representatives of the trade union appointed by the Executive Committee. An alternate may be appointed in respect of each representative. Should the Management Committee be unable to perform its duties for any reason, the Standing Committee shall perform those duties and exercise its powers.

(2) The Executive Committee shall have the power to make and amend rules governing the administration of the Fund, and may make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration. Such rules and any amendments thereto shall not be inconsistent with the provisions of this Agreement or the Industrial Conciliation Act, 1956. The rules and any amendments thereto shall be forwarded to the Secretary for Labour.

(3) Every claim for a benefit shall be submitted in writing to the Secretary of the Management Committee. A claimant shall furnish all information required from him by that Committee.

(4) The Management Committee shall arrive at a decision on a claim and advise the claimant of its decision.

(5) Any claimant who is dissatisfied with a decision by the Management Committee may appeal to the Executive Committee against such decision, by advising the Secretary of the Management Committee of the grounds upon which he bases his appeal within a period of one month of the decision by the Management Committee. Any such appeal shall be forwarded to the Council and shall be accompanied by a statement by the Management Committee of the reasons for its decision. The appellant shall be advised of the decision of the Executive Committee by the Secretary of the Council. 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.

(6) The members and officials of the Council and the Executive, Standing and Management Committees shall not be liable for the debts and liabilities of the Fund and shall be, and they are hereby, indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

5. MEMBERSHIP OF FUND

(1) All labourers and other employees, with the exception of those in the Duplicating Section, for whom wages are prescribed in the Main Agreement promulgated for the Industry and in respect of whom the employer concerned is not required in terms of the Agreement mentioned to contribute to the Joint Unemployment Fund mentioned therein, and whose contribution books are stamped in terms of Section 9 hereof shall be members of the Fund.

(2) The membership of a member, who leaves the Industry and is not granted benefits in terms of Section 13, 14 or 15 hereof, shall cease forthwith and upon cessation of membership no amount, other than that mentioned in sub-section (3) hereof, shall be payable by the Fund; provided, however, that in the event of a member leaving the Industry temporarily, that is for a period of not more than six months, his membership may at the discretion of the Management Committee be continued without payment of contributions, but such period of absence shall not count as service for the purpose of qualifying for benefits from the Fund.

(3) A person whose membership has ceased in terms of sub-section (2) hereof shall be paid an amount of—

- (a) 20c for each week for which a full contribution as a class I member was paid in respect of him; and
- (b) 2½c for each week for which a full contribution as a class II member was paid in respect of him;

to the Fund or the African Workers' Benefit Fund. Upon payment of this amount the Fund shall have no further liability in respect of that person.

6. FINANCE

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

2. TOEPASSINGSBESTEK

Die bepalings van hierdie Ooreenkoms is van toepassing in ondergenoemde landdrosdistrikte:

Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, Oos-Londen, Germiston, Hankey, Heidelberg (Tvl.), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (uitgesonderd in die Staatsdrukkery), Randfontein, Roodepoort, Simonstad, Springs, die Kaap, Vanderbijlpark, Vereeniging, Westonaria en Wynberg,

en is bindend vir werkgewers en werknemers in alle afdelings van die Nywerheid, uitgesonderd in die dupliseerafdeling, wat werkzaam is of in diens is in die Nywerheid binne genoemde landdrosdistrikte.

3. ARBEIDERSHULPFONDS

Hierby word die Druknywerheid se Arbeidershulpfonds wat deur die partye by die Raad gestig is, voorgesit.

4. ADMINISTRASIE

(1) Die Fonds is onder beheer van 'n Bestuurskomitee bestaande uit drie verteenwoordigers van die werkgewersorganisasies en drie verteenwoordigers van die vakvereniging wat deur die Uitvoerende Komitee aangestel word. 'n Plaasvervanger kan ten opsigte van elke verteenwoordiger aangestel word. Ingeval die Bestuurskomitee nie in staat is om sy pligte om enige rede na te kom nie, moet die Vaste Komitee daardie pligte nakom en sy bevoegdhede uitoefen.

(2) Die Uitvoerende Komitee het die bevoegdheid om reëls wat die administrasie van die Fonds beheer, op te stel en te wysig, en kan alle reëlings tref wat hy nodig ag aangaande betaling van administrasiekoste uit die Fonds. Sodanige reëls en alle wysigings daarvan mag nie onbestaanbaar met die bepalings van hierdie Ooreenkoms of die Wet op Nywerheidsversoenig, 1956, wees nie. Die reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid gestuur word.

(3) Elke eis om hulp moet skriftelik by die Sekretaris van die Bestuurskomitee ingedien word. 'n Eiser moet alle inligting wat daardie Komitee van hom vereis, aan die Komitee verstrek.

(4) Die Bestuurskomitee moet tot 'n beslissing geraak en die eiser aangaande sy beslissing in kennis stel.

(5) 'n Eiser wat ontevrede is met 'n beslissing van die Bestuurskomitee kan by die Uitvoerende Komitee teen sodanige beslissing appelleer, deur aan die Sekretaris van die Bestuurskomitee binne 'n tydperk van een maand ná die beslissing van die Bestuurskomitee die gronde noem waarop hy sy appél baseer. Enige sodanige appél moet aan die Raad gestuur word en moet van 'n staat, opgestel deur die Bestuurskomitee wat die redes vir sy beslissing aangee, vergesel wees. Die Sekretaris van die Raad moet die appellant van die Uitvoerende Komitee se beslissing in kennis stel. As die appellant nog nie tevrede is nie, mag hy binne een maand na die besluit van die Uitvoerende Komitee 'n verdere appél by die Raad indien en het hy die reg om ter ondersteuning van sy appél voor die Raad te verskyn. Die beslissing van die Raad is afdoende en bindend vir alle persone.

(6) Die lede en amptenare van die Raad en die Uitvoerende, Vaste en Bestuurskomitees is nie aanspreeklik vir die skulde en laste van die Fonds nie en is hulle, en word hulle, hierby van aanspreeklikheid deur die Fonds onthef teen alle verliese en koste deur hulle aangegaan in of in verband met die *bona fide* nakoming van hul pligte.

5. LIDMAATSKAP VAN FONDS

(1) Alle arbeiders en ander werknemers, uitgesonderd dié in die Dupliseerafdeling, vir wie lone voorgeskryf word in die Hoof-ooreenkoms wat vir die Nywerheid gepromulgeer is, en ten opsigte van wie die betrokke werkgewer nie ingevolge genoemde Ooreenkoms tot die Gesamentlike Werkloosheidsfonds wat daarin genoem word, hoef by te dra nie, en in wie se bydraeboek seëls ingevolge klousule 9 hiervan ingeplak is, is lede van die Fonds.

(2) Die lidmaatskap van 'n lid wat die Nywerheid verlaat en nie ingevolge die bepalings van klousules 13, 14 en 15 hiervan hulp verleen word nie, word onmiddellik beëindig en by beëindiging van lidmaatskap is geen bedrag, uitgesonderd dié wat in subklousule (3) hiervan genoem word, deur die Fonds betaalbaar nie; met dien verstande egter dat ingeval 'n lid die Nywerheid tydelik verlaat, d.w.s. vir 'n tydperk van hoogstens ses maande, sy lidmaatskap na goedvinde van die Bestuurskomitee voortgesit mag word sonder dat bydraes betaal word, maar sodanige tydperk van afwesigheid tel nie as diens ten einde vir voordele van die Fonds te kwalifiseer nie.

(3) Iemand wie se lidmaatskap ingevolge die bepalings van subklousule (2) hiervan beëindig is, moet die volgende bedrae betaal word—

- (a) 20c vir elke week waarvoor 'n volle bydrae as 'n klas I-lid ten opsigte van hom; en
- (b) 2½c vir elke week waarvoor 'n volle bydrae as 'n klas II-lid ten opsigte van hom,

aan die Fonds of die Bantoe-arbeidershulpfonds betaal is. Wanneer hierdie bedrag betaal is, het die Fonds geen verdere aanspreeklikheid ten opsigte van daardie persoon nie.

6. FINANSIES

(1) Die rekenings van die Fonds moet halfjaarliks deur geoktrooierde rekenmeesters geouditeer word en finansiële state wat onderstaande toon, moet opgestel word:

- (a) all moneys received—
 - (i) in terms of Section 8;
 - (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 Fund 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) 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.

7. ACTUARIAL VALUATIONS

- (1) The Fund shall be valued by an Actuary at intervals not exceeding three years, for the purpose of determining whether it can continue to provide the benefits laid down in this Agreement. The Actuary shall submit a report on the valuation to the Council, who shall within three months forward a copy to the Secretary for Labour. A copy of the Actuary's report shall lie for inspection at the office of the Council.
- (2) If, as a result of the valuation by the Actuary, the Council considers that there is a substantial surplus in the Fund, the benefits shall be improved or the contributions reduced as the Council, with the consent of the Minister of Labour and on the advice of the Actuary, decides.
- (3) If, as a result of the valuation by the Actuary, the Council decides that the Fund cannot continue to provide the benefits laid down in these rules, the benefits shall be reduced or the contributions increased as the Council, with the consent of the Minister of Labour and on the advice of the Actuary, decides.

8. CONTRIBUTION STAMPS

Each employer, who has members of the Fund in his employ, shall purchase from the Council contribution stamps to enable him to comply with the provisions of Section 9 hereof. An employer may at any time obtain from the Council a refund of the value of any unused stamps provided that any amount in respect of unused stamps not claimed within six months from the date of expiration of this Agreement shall accrue to the Fund.

9. STAMPING OF CONTRIBUTION BOOKS

- (1) An employer shall in respect of each member of the Fund in his employ keep in good order a contribution book, which shall be obtained by him from the Secretary of the Management Committee, 903, Ninth Floor, Gloucester House, 66, Rissik Street (P.O. Box 7765), Johannesburg, within a period of one month from the date upon which this Agreement comes into operation, from the date upon which the employee concerned was engaged, or the beginning of each calendar year, whichever may be the later. Within seven days of the end of each week he shall affix in the place indicated in the book a contribution stamp to the value of 26c in the case of a labourer, 30c in the case of a screen worker, and 94c in the case of any other member of the Fund, and shall cancel such stamp by marking thereon the name of his firm. The value of each such stamp includes the contribution to the General Fund of the Council payable in terms of Section 18 (1) of the Main Agreement.
- (2) Where an employee has worked for not less than half the number of ordinary hours of work during any week, full contributions shall be paid in respect of that week. Should an employee have worked for less than half the number of ordinary hours of work during any week, no contributions are payable in respect of that week.
- (3) Full contributions shall be paid in respect of any period during which an employee is on paid leave, provided, however, that no contributions are payable where the employee's absence is due to illness or because of injuries sustained in an accident.
- (4) At the end of each calendar year, the contribution books referred to in sub-section (1) hereof for that year shall be forwarded by the employer to the Secretary of the Management Committee so as to reach that official not later than the 31st January of the following year.
- (5) On the termination of employment of an employee, the employer concerned shall immediately stamp the contribution book issued in respect of that employee for the amount due in terms of sub-section (3) hereof in respect of the proportionate period of holiday leave accrued, and forward it to the Secretary of the Management Committee. The employer shall at the same time advise the Secretary of the Management Committee of the date upon which the termination of employment took effect.

- (a) alle gelde ontvang—
 - (i) ingevolge artikel 8;
 - (ii) uit ander bronne (as daar is); en
- (b) uitgawes onder alle hoofde aangegaan; gedurende die betrokke tydperk, saam met 'n balansstaat wat die bates en laste van die Fonds aan die einde van elke halfjaar aangee. Ware afskrifte van die geouditeerde staat en balanstaat, deur die Voorsitter van die Raad medeonderteken, en van die ouditeur se verslag daaroor, moet daarna by die kantoor van die Raad vir inspeksie beskikbaar wees. Gesertifiseerde afskrifte van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar uiterlik drie maande ná die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.
- (2) Alle geld wat nie benodig word om lopende betalings en koste te dek nie, mag op geen ander wyse as die volgende belê word nie—
 - (a) effekte van die Regering van die Republiek van Suid-Afrika of plaaslike bestuurseffekte;
 - (b) Nasionale Spaarsertifikate;
 - (c) posspaarrekenings of -sertifikate;
 - (d) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke; of
 - (e) op enige ander wyse deur die Nywerheidsregistrator goedgekeur.

7. AKTUARIËLE WAARDERINGS

- (1) Die Fonds moet met tussenpose van hoogstens drie jaar deur 'n Aktuaris gewaardeer word ten einde vas te stel of dit kan voortgaan om die voordele wat in hierdie Ooreenkoms voorgeskryf word, te verskaf. Die Aktuaris moet 'n verslag oor die waardering voorlê aan die Raad wat binne drie maande 'n afskrif aan die Sekretaris van Arbeid moet stuur. 'n Afskrif van die Aktuaris se verslag moet op die kantoor van die Raad vir inspeksie ter insae lê.
- (2) Indien die Raad, as gevolg van die waardering deur die Aktuaris, van mening is dat daar 'n aansienlike oorskot in die Fonds bestaan, moet die voordele verbeter of die bydraes verminder word, na gelang die Raad, met die goedkeuring van die Minister van Arbeid en op advies van die Aktuaris, besluit.
- (3) Indien die Raad, as gevolg van die waardering deur die Aktuaris, besluit dat die Fonds nie kan voortgaan om die voordele wat in hierdie reëls voorgeskryf word, te verskaf nie, moet die voordele verminder of die bydraes vergroot word, na gelang die Raad, met die goedkeuring van die Minister van Arbeid en op advies van die Aktuaris, besluit.

8. BYDRAESEËLS

Elke werkgewer wat lede van die Fonds in sy diens het, moet bydraeseëls van die Raad koop ten einde hom in staat te stel om die bepalings van klousule 9 hiervan na te kom. 'n Werkgewer kan ten eniger tyd 'n terugbetaling van die waarde van alle ongebruikte seëls van die Raad verkry; met dien verstande dat alle bedrae ten opsigte van ongebruikte seëls wat nie binne ses maande van die vervaldatum van hierdie Ooreenkoms opgeëls word nie, die Fonds toekom.

9. SEËLS IN BYDRAEBOEKIES PLAK

- (1) 'n Werkgewer moet ten opsigte van elke lid van die Fonds in sy diens 'n bydraeboekie behoorlik byhou wat hy binne 'n tydperk van een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, vanaf die datum waarop die betrokke werknemer in diens geneem is, of vanaf die begin van elke kalenderjaar, naamlik die jongste datum, van die Sekretaris van die Bestuurskomitee, Negende Verdieping 903, Gloucestergebou, Rissikstraat 66, (Posbus 7765), Johannesburg moet verkry. Binne 7 dae van die einde van elke week, moet hy op die plek wat in die boekie aangedui word, 'n seël inplak ter waarde van 26c in die geval van 'n arbeider, 30c in die geval van 'n skermwerker, en 94c in die geval van enige ander lid van die Fonds, en moet sodanige seël rooier deur die naam van sy firma daarop aan te bring. Die waarde van elke sodanige seël sluit die bydrae van die Algemene Fonds van die Raad ingevolge die bepalings van klousule 18 (1) van die Hoofdooreenkoms in.
- (2) Indien 'n werknemer minstens helfte van die getal gewone werkure gedurende 'n week gewerk het, moet volle bydraes ten opsigte van daardie week betaal word. Ingeval 'n werknemer minder as helfte van die getal gewone werkure gedurende 'n week gewerk het, is geen bydraes ten opsigte van daardie week betaalbaar nie.
- (3) Volle bydraes moet betaal word ten opsigte van enige tydperk waarin 'n werknemer met verlof met besoldiging is; met dien verstande egter dat geen bydraes betaalbaar is as die werknemer se afwesigheid aan siekte of aan beserings in 'n ongeluk opgedoen, toe te skryf is nie.
- (4) Aan die einde van elke kalenderjaar moet die werkgewer die bydraeboekies wat in subklousule (1) hiervan bedoel word, aan die Sekretaris van die Bestuurskomitee stuur sodat dit daardie amptenaar voor of op 31 Januarie van die volgende jaar bereik.
- (5) By diensbeëindiging van 'n werknemer moet die betrokke werkgewer onmiddellik 'n seël plak in die bydraeboekie wat ten opsigte van daardie werknemer uitgereik is, vir die bedrag wat ingevolge subklousule (3) hiervan verskuld is ten opsigte van die eweredige tydperk van opgelope verlof en dit aan die Sekretaris van die Bestuurskomitee stuur. Terselfdertyd moet die werkgewer die Sekretaris van die Bestuurskomitee in kennis stel van die datum waarop die diensbeëindiging van krag geword het.

10. DEDUCTIONS FROM WAGES

An employer may make the following weekly deductions, being the employee's contribution, from the wages due to each of the employees concerned:

Value of Stamp	94c	30c	26c
	c	c	c
Employee's contribution to the Labourers' Pension Fund	28	3	3
Employee's contribution to the other sections of the Labourers' Benefit Fund	2	2	2
Employee's contribution to the General Fund	5	3	2
Total	35c	8c	7c

11. SICK PAY

(1) After 26 stamps have been affixed in a contribution book issued in respect of him, sick pay shall be payable to a member, whose contribution book is correctly stamped in terms of section 9 hereof and who produces to his employer a certificate, signed by a registered medical practitioner nominated by the Management Committee stating that he is unable to work because of illness or an injury sustained in an accident. Such sick pay shall be payable after an absence of not less than two consecutive working days, at the rate of R3 per week, or at such higher rate as may be decided upon from time to time by the Executive Committee, provided, however, that the maximum period over which sick pay may be paid in any one calendar year shall be fifteen weeks; and provided further, that if benefits for 30 weeks have been paid over two or more calendar years to a member, no further benefits shall be payable to him until not less than 26 stamps have again been inserted in his contribution book. Sick pay is not payable in respect of any period of absence for which the member has been paid his normal wages by his employer.

(2) The sick pay to which a member is entitled in terms of sub-section (1) shall be paid to him weekly by his employer and the employer shall then claim the amount paid by him from the Fund.

(3) All claims shall be made out on the form provided by the Council for this purpose and shall be forwarded to the Secretary of the Management Committee for payment. There must be forwarded with each claim a medical certificate of the class mentioned in sub-section (1) and a receipt by the member or other evidence of the payment of the sick pay which is acceptable to the Management Committee.

(4) No payment will be made by the Fund to the employer if any requirement of this section is not complied with or if the claim is received by the Secretary of the Management Committee more than six months after the date on which the sick pay in question was paid by the employer to the member.

12. MEDICAL AID

The Executive Committee shall have the power to make and amend rules specifying the qualifications for and the medical facilities and the medicines and drugs up to a maximum of R8 per annum made available to members by the Fund at its expense. A copy of all such rules and any amendments thereof shall be lodged with the Secretary for Labour.

13. SPECIAL ALLOWANCES

(1) At the discretion of the Management Committee, and subject to such conditions as it may prescribe, the following allowances may be paid to persons who are or were members of the Fund out of moneys allocated from the Fund by the Executive Committee for this purpose:—

- A weekly allowance to ensure that an employee, suffering from Tuberculosis, who ceases work, either temporarily or permanently, receives in all not more than 80 per cent of the minimum rate of wages payable to him at the date of his retirement. In all cases the amount payable shall be at the discretion of the Management Committee, but if the employee concerned has no dependants, the amount of the allowance shall be less than that paid to employees with dependants. It shall be an absolute condition for the payment of the allowance that the employee concerned ceases work and submits himself to such medical treatment, including hospitalization and surgical treatment, if necessary, as is recommended by the medical practitioner under whose treatment he is.
- A weekly or monthly allowance to aged employees, who by reason of their age or infirmity, are likely to experience extended periods of unemployment.

(2) The Management Committee, in its discretion, may at any time decide that an allowance being paid in terms of sub-section (1) hereof shall no longer be paid, and an employee in receipt of an allowance in terms of this section shall not be entitled to the benefits mentioned in Section 11.

14. PENSIONS

(1) A pension shall be granted to a member who has completed not less than ten years' service and has attained the pensionable age.

- The maximum pension payable shall be:—
Class I member: R7.50 per week.
Class II member: R1.50 per week.

10. AFTREKKINGS VAN LONE

'n Werkgewer mag weekliks die volgende bedrae wat die werknemer se bydrae is, van die loon wat aan elkeen van die betrokke werknemers verskuldig is, aftrek:

Waarde van seël	94c	30c	26c
	c	c	c
Werknemer se bydrae tot Arbeiderspensioen-fonds	28	3	3
Werknemer se bydrae tot die ander afdelings van die Arbeidershulpfonds	2	2	2
Werknemer se bydrae tot die Algemene Fonds	5	3	2
Totaal	35c	8c	7c

11. SIEKTEBESOLDIGING

(1) Nadat 26 seëls ingeplak is in 'n bydraeboekie wat ten opsigte van hom uitgereik is, is siektebesoldiging betaalbaar aan 'n lid in wie se bydraeboekie seëls kragtens klousule 9 hiervan reg ingeplak is en wat aan sy werkgewer 'n sertifikaat voorlê wat geteken is deur 'n geregistreerde mediese praktisyner deur die Bestuurskomitee benoem, wat verklaar dat hy weens siekte of 'n besering as gevolg van 'n ongeluk ongeskik vir werk is. Sodanige siektebesoldiging is betaalbaar ná afwesigheid van minstens twee opeenvolgende werkdade teen 'n tarief van R3 per week of teen sodanige hoër tarief as dié waaroor van tyd tot tyd deur die Uitvoerende Komitee besluit mag word, met dien verstande egter dat die maksimum tydperk waarvoor siektebetaling in 'n kalenderjaar betaal mag word, 15 weke is; en voorts met dien verstande dat indien bystand vir 30 weke oor twee of meer kalenderjare aan 'n lid betaal is, geen verdere bystand aan hom betaalbaar is totdat minstens 26 seëls weer eens in sy bydraeboekie ingeplak is nie.

(2) Die siektebesoldiging waarop 'n lid ingevolge subklousule (1) geregtig is, moet weekliks deur sy werkgewer aan hom betaal word en die werkgewer moet dan die bedrag deur hom uitbetaal, van die Fonds eis.

(3) Alle eise moet op die vorm wat deur die Raad vir hierdie doel verskaf word, gestel en vir betaling aan die Sekretaris van die Bestuurskomitee gestuur word. Saam met elke eis moet daar 'n doktersertifikaat gestuur word van die soort in subklousule (1) genoem, asook 'n kwitansie deur die lid of 'n ander bewys van die betaling van die siektebesoldiging wat vir die Bestuurskomitee aanneemlik is.

(4) Indien daar nie voldoen word aan enige vereiste van hierdie klousule nie of as die eis meer as ses maande ná die datum waarop die betrokke siektebesoldiging deur die werkgewer aan die lid betaal is, deur die Sekretaris van die Bestuurskomitee ontvang word, sal geen bedrag uit die Fonds aan die werkgewer betaal word nie.

12. MEDIESE HULP

Die Uitvoerende Komitee het die bevoegdheid om reëls betreffende die kwalifikasies vir die mediese geriewe en die medisyne en artsensynmiddels tot 'n maksimum van R8 per jaar wat deur die Fonds vir eie rekening aan lede beskikbaar gestel word, op te stel en te wysig. 'n Eksemplaar van sodanige reëls en enige wysigings daarvan moet by die Sekretaris van Arbeid ingelewer word.

13. SPESIALE TOELAES

(1) Na goedvinde van die Bestuurskomitee, en behoudens dié voorwaardes wat hy mag voorskryf, mag ondergenoemde toelae aan persone wat lede van die Fonds is of was, betaal word uit geld wat die Uitvoerende Komitee vir hierdie doel uit die Fonds toegewys het:—

- 'n Weeklikse toelae om te verseker dat 'n werknemer wat aan toring ly en wat ophou werk, of tydelik of permanent, altesaam hoogstens 80 persent van die minimum loontarief ontvang wat op die datum van sy uitdienstreding aan hom betaalbaar was. In alle gevalle moet die bedrag wat betaalbaar is, na goedvinde van die Bestuurskomitee wees, maar as die betrokke lid geen afhanklikes het nie moet die bedrag aan toelae minder wees as dié wat aan werknemers met afhanklikes betaal word. Dit is 'n absolute voorwaarde vir die betaling van die toelae dat die betrokke werknemer ophou werk en hom onderwerp aan dié mediese behandeling, met inbegrip van hospitalisasie en chirurgiese behandeling, as dit nodig is, wat aanbeveel word deur die mediese praktisyner deur wie hy behandel word.
- 'n Weeklikse of maandelikse toelae aan bejaarde werknemers wat omrede hul ouderdom of sieklikheid, waarskynlik langdurige tydperke van werkloosheid kan ondervind.

(2) Die Bestuurskomitee kan na goedvinde te eniger tyd besluit dat 'n toelae wat ingevolge subklousule (1) hiervan betaal word, nie langer betaal moet word nie en 'n werknemer wat 'n toelae ingevolge hierdie klousule ontvang, het nie reg op die hulp wat in klousule 11 genoem word nie.

14. PENSIONE

(1) 'n Pensioen word aan 'n lid wat minstens 10 jaar diens voltooi en die pensioenleeftyd bereik het, toegestaan.

- Die maksimum pensioen betaalbaar, is:
Klas I-lid: R7.50 per week.
Klas II-lid: R1.50 per week.

(3) In order to qualify for the maximum pension in either class, a member must, subject to the provisions of sub-section (5), have completed not less than 25 years' service in that class.

(4) The pension payable to a member who does not qualify for the maximum pension shall be that portion of the maximum pension that the number of completed years of service bears to twenty-five.

(5) Should a member have served partly as a class I member and partly as a class II member, the pension shall be calculated in accordance with his period of service in each class of membership; provided that if he has completed twenty-five years' service, the pension shall be calculated in respect of his full period of service as a class I member and such service, if any, as a class II member as is required to make up the period included to twenty-five years. For the purposes of this sub-section, a period of service as a class I member for which contributions have been paid at the rate applicable to class II members shall be deemed to be a period of service as a class II member.

(6) A member who has been granted a pension in terms of this section shall not work in the Industry without having first obtained the permission of the Standing Committee. Should permission be granted, the pension shall not be paid while he is working. When the member ceases work payment of the pension shall be resumed. Unless otherwise decided by the Management Committee, no further payment shall be made to or in respect of a member who fails to comply with the provisions of this sub-section.

15. INCAPACITY

(1) A pension shall be granted to a member who has completed not less than ten years' service and has proved to the satisfaction of the Management Committee that, because of ill health, not caused by his own fault, he is unable to continue working in the Industry.

(2) The pension shall not exceed the pension calculated in terms of Section 14 and shall be determined by the Management Committee with due regard to the earning capacity at any occupation whatsoever of the incapacitated member.

(3) The Management Committee shall from time to time review each case where a pension has been granted in terms of this section and shall adjust each pension subject to the provisions of sub-section (2).

16. BENEFITS FOR DEPENDANTS

(1) If a member with not less than one year's membership dies before becoming entitled to a pension, his dependants shall be granted a lump sum equal to—

for a class I member: R100 increased by R10 for each completed year of service up to a maximum of 15 years; or

for a class II member: R20 increased by R2 for each completed year of service up to a maximum of 15 years.

(2) If a member who is in receipt of a pension dies, his dependants shall be granted a lump sum equal to the lump sum that would have been paid in terms of sub-section (1) if he had died on the day before he became entitled to that pension less the total amount he has received in payments of that pension.

(3) The Management Committee shall determine to which dependants and in what proportions the lump sum shall be paid.

(4) All claims by dependants for the payment of benefits must be submitted to the Secretary of the Management Committee within a period of six months from the date of the death of the member concerned. No benefits shall be paid if no claim is submitted within that period.

17. FORFEITURE OF BENEFITS

Benefits due or payable to any person from the Fund shall not be capable of being exercised or claimed in any way by anybody 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 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; or

(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.

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

(3) Ten einde vir die maksimum pensioen in een van die klasse te kwalifiseer, moet 'n lid, behoudens die bepalings van subklousule (5), minstens 25 jaar diens in daardie klas voltooi het.

(4) Die pensioen wat aan 'n lid wat nie vir die maksimum pensioen kwalifiseer nie, betaalbaar is, is daardie deel van die maksimum pensioen wat gelyk is aan die breuk gevorm deur sy getal voltooide diensjare oor 25.

(5) As 'n lid deels as 'n klas I-lid en deels as 'n klas II-lid diens gedoen het, word die pensioen ooreenkomstig sy diensydperk in elke klas lidmaatskap bereken; met dien verstande dat as hy 25 jaar diens voltooi het, die pensioen bereken moet word ten opsigte van sy volle diensydperk as 'n klas I-lid en sodanige diens, as daar is, as 'n klas II-lid as wat vereis word om die tydperk wat ingesluit word, op 25 jaar te staan te bring. By die toepassing van hierdie klousule word 'n diensydperk as 'n klas I-lid waarvoor bydraes betaal is teen die skaal wat op klas II-lede van toepassing is, geag 'n diensydperk as 'n klas II-lid te wees.

(6) 'n Lid wat ingevolge die bepalings van hierdie klousule 'n pensioen toegestaan word, mag nie in die Nywerheid werk nie tensy hy eers die toestemming van die Vaste Komitee verkry het. As toestemming verleen word, word die pensioen nie betaal solank hy werk nie. As die lid ophou werk, word betaling van die pensioen hervat. Tensy die Bestuurskomitee anders besluit, word geen verdere bedrae betaal ten opsigte van 'n lid wat nalaat om aan die bepalings van hierdie subklousule te voldoen nie.

15. ONGESKIKTHEID

(1) 'n Pensioen word aan 'n lid toegestaan wat minstens 10 jaar diens in die Nywerheid voltooi het en wat die Bestuurskomitee oortuig het dat hy as gevolg van swak gesondheid wat nie deur sy toedoen veroorsaak is, nie in staat is om voort te gaan met werk in die Nywerheid nie.

(2) Die pensioen mag nie hoër wees nie as dié wat ingevolge die bepalings van klousule 14 bereken is en moet deur die Bestuurskomitee bepaal word met die nodige aandag aan die verdienvermoë, in watter beroep ook al, van die lid wat ongeskik geraak het.

(3) Die Bestuurskomitee moet van tyd tot tyd elke geval waar 'n pensioen ingevolge die bepalings van hierdie artikel toegestaan is, hersien en elke pensioen, behoudens die bepalings van subklousule (2), aanpas.

16. HULP VIR AFHANKLIKES

(1) Indien 'n lid wat minstens een jaar lid was, sterf voordat hy op pensioen geregtig word, moet 'n globale bedrag wat aan die volgende gelyk is, aan sy afhanklikes toegestaan word—

vir 'n klas I-lid: R100 wat met R10 verhoog word vir elke voltooide jaar diens tot 'n maksimum van 15 jaar; of

vir 'n klas II-lid: R20 wat met R2 verhoog word vir elke voltooide jaar diens tot 'n maksimum van 15 jaar.

(2) Wanneer 'n lid wat 'n pensioen ontvang, sterf, word 'n globale bedrag wat gelyk is aan die globale bedrag wat ingevolge subklousule (1) betaal sou word as hy gesterf het op die dag vóór hy op die pensioen geregtig geword het, min die totale bedrag wat hy by betaling van die pensioen ontvang het, aan sy afhanklikes toegestaan.

(3) Die Bestuurskomitee stel vas aan watter afhanklikes en in watter verhoudings die globale bedrag betaal moet word.

(4) Alle eise deur afhanklikes om die betaling van voordele moet by die Sekretaris van die Bestuurskomitee ingedien word binne 'n tydperk van ses maande van die sterfdatum van die betrokke lid af. Geen voordele word betaal as 'n eis nie binne daardie tydperk ingedien word nie.

17. VERBEURING VAN VOORDELE

Voordele wat uit die Fonds aan 'n persoon verskuldig of betaalbaar is, kan nie uitgeoefen of opgeëis word deur 'n ander persoon as deur hom aan wie die voordele toekom nie en is suiwer persoonlik vir hom en mag nie gesedeer, afgestaan, oorgedra, verpand of verhipotekeer of op enige wyse deur hom vervreem word nie, of 'n skuldeiser mag nie beslag daarop lê nie, of dit mag nie op watter persoon in watter kapasiteit ook al oorgaan nie. Sodanige voordele word absoluut bepaal en totaal verbeur ten behoeve van die Fonds ingeval enigeen van die volgende gebeur—

(a) die betrokke persoon—

(i) finaal insolvent verklaar word of boedel oorgee of sy boedel op enige wyse ten behoeve van sy skuldeisers afstaan;

(ii) voorgee om al die voordele wat hom toekom of aan hom betaalbaar is, te sedeer, af te staan, oor te dra, te verpand, te verhipotekeer of op enige wyse te vervreem;

(iii) na 'n Staatsondersteunde inrigting of sielsieke-inrigting verwys word; of

(b) indien 'n skuldeiser van die betrokke persoon voorgee om beslag te lê op enige voordele wat uit die Fonds toeval of betaalbaar is of dit by enige lasbrief vir eksekusie verkoop of veroorsaak dat beslag aldus daarop gelê word of dit aldus verkoop word.

Ingeval 'n persoon sy voordele soos voornoem verbeur, kan die Bestuurskomitee na goedvinde van tyd tot tyd uit die Fonds—

- (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 immediately on the death of that person; provided, however, that, at the discretion of the Management Committee, an amount not exceeding the benefits so forfeited may be paid to the dependants of the deceased member.

18. 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 Management Committee, be set-off against any amount owing by that person or his estate to any other Fund of the Council. Any amount so set-off shall be transferred to the Fund concerned.

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 Fund not be negotiated within a period of two years from the date of such expiry or the Fund not be transferred by the Council within such period to any other fund constituted for the benefit of employees in the Industry of the same class as the members of the Fund, the Fund shall be liquidated. The Fund shall during the said period of two years or until such time as it is continued by any other agreement or transferred to any other fund referred to above, be administered by a Committee consisting of four persons nominated by the Employers' Organizations and four persons nominated by the Trade Union.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period while this Agreement is binding in terms of section 34 (2) of the Industrial Conciliation Act, 1956, the Fund shall be administered by a Committee constituted as provided for in sub-section (1) until the Agreement expires, whereafter the Fund 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, Standing and Management Committees; provided, however, that all moneys and securities of the Fund shall be dealt with and expended only for the purposes of the Fund and in accordance with the provisions of this Agreement. 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 Fund 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 FUND

(1) Upon liquidation of the Fund in terms of section 19 the Liquidator shall realize the assets of the Fund and purchase annuities payable for life from a registered life insurance company for all persons in receipt of pensions authorized in terms of section 14 or 15 of this Agreement. Any balance remaining after payment of the costs of liquidation, shall, if the Industrial Registrar so directs, be transferred to some other fund established for the benefit of employees in the Industry of the same class as the members of the Fund, or, in the absence of any such direction shall be apportioned on an equitable basis, recommended by an Actuary, amongst the members, who, at the date of expiry of this Agreement or any extension thereof, had had not less than ten years' service.

(2) Subject to the directions of the Industrial Registrar, the Liquidator may use any amount due to a member in terms of sub-section (1) to purchase from a registered life insurance company an annuity for that member payable from the pensionable age, or may pay the amount due direct to the member.

(3) The Fund shall be liquidated by the Committee or the Trustee or Trustees, referred to in section 19, as the case may be.

(a) aan sodanige persoon dié bedrag of bedrae wat hy vir die onderhoud van sodanige persoon nodig ag, en/of

(b) aan die afhanklikes van sodanige persoon dié bedrag of bedrae wat hy vir die onderhoud van sodanige afhanklikes nodig ag, betaal (of sonder kennisgewing ophou om te betaal);

met dien verstande dat die totale bedrae wat aan sodanige persoon (en/of afhanklikes) betaal word op geen tydstip die bedrag te bowe gaan wat op daardie tyd betaalbaar sou wees as die voordele nie, soos voornoem, bepaal en verbeur is nie. Voorts moet alle voordele wat aan 'n persoon verskuldig of betaalbaar is, maar nog nie betaal is nie, absoluut bepaal word en ten volle verbeur word ten behoeve van die Fonds onmiddellik wanneer daardie persoon te sterwe kom; met dien verstande dat, na goedvinde van die Bestuurskomitee, 'n bedrag wat die voordele wat aldus verbeur word, nie te bowe gaan nie, aan die afhanklikes van die gestorwe lid betaal mag word.

18. SKULDVERGELYKING

Ondanks andersluidende bepalinge hierin mag voordele wat aan of ten opsigte van 'n persoon betaalbaar is, na goedvinde van die Bestuurskomitee afgetrek word van 'n bedrag wat daardie persoon of sy boedel aan enige ander Fonds van die Raad verskuldig is. 'n Bedrag wat aldus afgetrek is, word na die betrokke Fonds oorge-dra.

19. VERSTRYKING VAN OOREENKOMS

(1) Indien hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk en 'n daaropvolgende Ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van twee jaar vanaf die datum van sodanige verstryking gesluit word nie of die Fonds nie binne sodanige tydperk deur die Raad oorge-dra word na 'n ander fonds wat ingestel is vir die voordeel van werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds nie, moet die Fonds gelikwdeer word. Gedurende genoemde tydperk van twee jaar of totdat dit by enige ander Ooreenkoms voortgesit of oorgeplaas word na enige ander fonds hierbo bedoel, moet die Fonds deur 'n Komitee wat bestaan uit vier persone deur die werkgewersorganisasies genomineer en vier persone deur die vakvereniging genomineer, geadmistrateer word.

(2) Ingeval die Raad ontbind of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet op Nywerheidsversoening, 1956, bindend is, word die Fonds deur 'n komitee wat saamgestel is soos in subklousule (1) bepaal, geadmistrateer totdat die Ooreenkoms verstryk, en daarna moet die Fonds gelikwdeer word.

(3) 'n Vakature wat voorkom in die Komitee wat in subklousules (1) en (2) bedoel word, moet deur die party ge-vul word wat die lid wie se plek ge-vul moet word, genomineer het. Indien 'n party om watter rede ookal in gebreke bly om die lede van die Komitee te nomineer, kan die Nywerheidsregis-trateur hulle uit die werkgewers en werknemers in die Nywerheid kies ten einde gelyke verteenwoordiging van werkgewers en werknemers in die Komitee te verseker. Die Komitee oefen die bevoegdhede uit van die Uitvoerende en Bestuurskomitees; met dien verstande egter dat daar met alle gelde en sekuriteite ge-handel word en dit bestee word slegs vir die doelstellings van die Fonds en ooreenkomstig die bepalinge van hierdie Ooreenkoms. 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 Fonds na die mening van die Nywerheids-registrateur onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en die trustee of trustees moet vir dié doel al die bevoegdhede van die Komitee besit.

20. LIKWIDASIE VAN FONDS

(1) Wanneer die Fonds ingevolge klousule 19 gelikwdeer word, moet die likwidateur die bates van die Fonds te gelde maak en jaargeldpolis se koop wat lewenslank deur 'n geregistreerde lewensversekeringsmaatskappy aan alle persone wat pensioene ontvang wat ingevolge artikels 14 of 15 van hierdie Ooreenkoms gemagtig is, betaalbaar is. Enige balans wat oorbly nadat likwi-dasiekoste betaal is, moet, indien die Nywerheidsregistrateur ge-las, oorgeplaas word na 'n ander fonds wat ingestel is ten be-hoeve van werknemers van dieselfde klas in die Nywerheid as die lede van die Fonds of, by gebreke aan sodanige lasgewing, moet dit toegedeel word op 'n onpartydige grondslag wat deur 'n Aktuaris aanbeveel word, aan die lede wat by die afloop-datum van hierdie Ooreenkoms of 'n verlenging daarvan minstens 10 jaar diens gehad het.

(2) Behoudens die lasgewing deur die Nywerheidsregistrateur, mag die likwidateur enige bedrag wat ingevolge die bepalinge van subklousule (1) aan 'n lid verskuldig is, gebruik om by 'n geregistreerde lewensversekeringsmaatskappy 'n jaargeldpolis wat van pensioenleef-tyd af betaalbaar is, vir daardie lid te koop, of mag hy die verskuldigde bedrag direk aan die lid betaal.

(3) Die Fonds moet deur die Komitee of die trustee of trustees wat in klousule 19 bedoel word, na gelang van die geval, gelikwi-deer word.

21. EXEMPTIONS

Exemption from the terms of this Agreement may be granted by the Standing Committee. In arriving at a decision on an application for exemption the Standing Committee shall give consideration to the recommendation of the Joint Board concerned.

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

Signed at Johannesburg this 24th day of October, 1967.

L. E. A. SLATER,
Employers' Representative,
Chairman of the Council.

B. L. SEEGER,
Vice-Chairman of the Council,
Employees' Representative.

T. S. CLEARY,
Secretary of the Council.

No. R.2107.] [29th December, 1967.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

PRINTING AND NEWSPAPER INDUSTRY.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Printing and Newspaper Industry published under Government Notice No. R.2106 of the 29th December, 1967, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R.2108.] [29th December, 1967.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE NO. 43 OF 1942.

PRINTING AND NEWSPAPER INDUSTRY.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Printing and Newspaper Industry, published under Government Notice No. R.2106 of the 29th December, 1967.

M. VILJOEN,
Minister of Labour.

21. VRYSTELLINGS

Vrystelling van die bepalings van hierdie Ooreenkoms mag deur die Vaste Komitee verleen word. Wanneer hy tot 'n beslissing oor 'n aansoek om vrystelling geraak, moet die Vaste Komitee oorweging skenk aan die aanbevelings van die betrokke Gesamentlike Raad.

Nademaal die werkgewersorganisasie en die vakvereniging die Ooreenkoms gesluit het wat hierin bekendgemaak word, verklaar die ondergetekende gemagtigde ampsdraers van die Raad hierby dat voorgaande die Ooreenkoms is waartoe hulle geraak het en heg hulle hul handtekenings daaraan.

Op hede die 24ste dag van Oktober 1967 in Kaapstad onderteken.

L. E. A. SLATER,
Verteenwoordiger van die Werkgewers,
Voorsitter van die Raad.

B. L. SEEGER,
Verteenwoordiger van die Werknemers,
Ondervoorsitter van die Raad.

T. S. CLEARY,
Sekretaris van die Raad.

No. R.2107.] [29 Desember 1967.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

DRUK- EN NUUSBLADNYWERHEID.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Druk- en Nuusbladnywerheid gepubliseer by Goewermentskennisgewing No. R.2106 van 29 Desember 1967, oor die algemeen vir persone wie se werkkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R.2108.] [29 Desember 1967.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL NO. 43 VAN 1942.

DRUK- EN NUUSBLADNYWERHEID.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Druk- en Nuusbladnywerheid wat by Goewermentskennisgewing No. R.2106 van 29 Desember 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R.2109.]

[29th December, 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

PRINTING AND NEWSPAPER INDUSTRY.

GENERAL BENEFIT FUNDS AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) 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 1st January, 1968, and for the period ending the 31st December, 1970, upon the employers' organizations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organizations or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in sections 1 to 8 (inclusive), 10 and 16 (1), shall be binding from the 1st January, 1968, and for the period ending the 31st December, 1970, 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.

M. VILJOEN,
Minister of Labour.

No. R.2110.]

[29th December, 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

PRINTING AND NEWSPAPER INDUSTRY.

PENSION FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 48 (1) (a) 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 1st January, 1968, and for the period ending the 31st December, 1970, upon the employers' organizations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organizations or union.

M. VILJOEN,
Minister of Labour.

No. R.2109.]

[29 Desember 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

DRUK- EN NUUSBLADNYWERHEID.

ALGEMENE BYSTANDSFONDSOORENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat op die Druk- en Nuusbladnywerheid betrekking het, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakvereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in artikels 1 tot en met 8, 10 en 16 (1), vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 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.

M. VILJOEN,
Minister van Arbeid.

No. R.2110.]

[29 Desember 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

DRUK- EN NUUSBLADNYWERHEID.

PENSIOENFONDSOORENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat op die Druk- en Nuusbladnywerheid betrekking het, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakvereniging is.

M. VILJOEN,
Minister van Arbeid.

No. R.2111.]

[29th December, 1967.

INDUSTRIAL CONCILIATION ACT, 1956.

PRINTING AND NEWSPAPER INDUSTRY.

LABOURERS' BENEFIT FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, 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 1st January, 1968, and for the period ending the 31st December, 1970, upon the employers' organizations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organizations or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement shall be binding from the 1st January, 1968, and for the period ending the 31st December, 1970, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, East London, Germiston, Hankey, Heidelberg (Transvaal), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (except in the Government Printing Works), Randfontein, Roodepoort, Simonstown, Springs, The Cape, Vanderbijlpark, Vereeniging, Westonaria and Wynberg; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, East London, Germiston, Hankey, Heidelberg (Transvaal), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (except in the Government Printing Works), Randfontein, Roodepoort, Simonstown, Springs, The Cape, Vanderbijlpark, Vereeniging, Westonaria and Wynberg and from the 1st January, 1968, and for the period ending the 31st December, 1970, the provisions of the said Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

No. R.2111.]

[29 Desember 1967.

WET OP NYWERHEIDSVERSOENING, 1956.

DRUK- EN NUUSBLADNYWERHEID.

ARBEIDERSHULPFONDSOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat op die Druk- en Nuusbladnywerheid betrekking het, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 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 landdrosdistrikte Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, Oos-Londen, Germiston, Hankey, Heidelberg (Transvaal), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (uitgesonderd in die Staatsdrukkery), Randfontein, Roodepoort, Simonstad, Springs, die Kaap, Vanderbijlpark, Vereeniging, Westonaria en Wynberg; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Desember 1970 eindig, in die landdrosdistrikte Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, Oos-Londen, Germiston, Hankey, Heidelberg (Transvaal), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (uitgesonderd in die Staatsdrukkery), Randfontein, Roodepoort, Simonstad, Springs, die Kaap, Vanderbijlpark, Vereeniging, Westonaria en Wynberg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

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