



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2172

Registered at the Post Office as a Newspaper

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

REGULASIEKOERANT No. 2172

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 120]

PRETORIA, 27 JUNE 1975
JUNIE

[No. 4771

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1231 27 June 1975

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, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1977, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(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 and 17 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1977, 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 with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1977, the provisions of the said Agreement, excluding those contained in sections 1 and 17 (1), 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.

37258—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1231 27 Junie 1975

WET OP NYWERHEIDSVERSOENING, 1956

**DRUK- EN NUUSBLADNYWERHEID.—ALGE-
MENE BYSTANDSFONDSEOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1977 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, uitgesonderd dié vervat in klousules 1 en 17 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1977 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 1 en 17 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1977 eindig, in die Republiek van Suid-Afrika *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.

4771—1

SCHEDULE

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

GENERAL BENEFIT FUNDS AGREEMENT

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

The Federation of Master Printers of South Africa
and the

Newspaper Press Union of South Africa

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

The South African Typographical Union

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

1. SCOPE OF APPLICATION AND PERIOD OF OPERATION

(1) The provisions of this Agreement shall apply throughout the Republic of South Africa and shall be observed by all members of the employers' organisations and by all members of the trade union, who are employed in the Printing and Newspaper Industry as defined in the Agreement published under Government Notice R. 2391, dated 20 December 1974, hereinafter referred to as the "Main Agreement".

(2) This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, hereinafter referred to as "the Act" and shall remain in force until 31 December 1977, 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, Housing Fund and Training Schemes Fund established by the parties to the Council in terms of the Agreement promulgated under Government Notices R. 25 of 3 January 1964 and R. 1491 of 25 August 1972 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 Fund 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 Fund 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 by the local agent of the Council.

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.

BYLAE

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

ALGEMENE BYSTANDSFONDSEOOREENKOMS

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

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa

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

South African Typographical Union

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

1. TOEPASSINGSBESTEK EN GELDIGHEIDSDUUR

(1) Hierdie Ooreenkoms is oral in 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 R. 2391 van 20 Desember 1974, hierna die "Hoof-ooreenkoms" genoem.

(2) Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid vasgestel word kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, hierna "die Wet" genoem, en bly van krag tot 31 Desember 1977, of vir 'n tydperk wat hy bepaal.

2. VOORTSETTING VAN FONDSE

Die Gesamentlike Werkloosheidsfonds, N.N.R. se Bystandsfonds, Gesondheidsfonds, Mediese Hulpfonds, Oortolligheidsfonds, Behuisingsfonds en Opleidingskemasfonds deur die partye by die Raad ingestel ingevolge die Ooreenkomste wat by Goewermentskennisgewings R. 25 van 3 Januarie 1964 en R. 1491 van 25 Augustus 1972 ingestel is, word hierby voortgesit.

3. HERROEPING VAN VORIGE REGULASIES

Hierdie Ooreenkoms vervang alle vorige regulasies wat beheer gehad het oor die fondse genoem in klousule 2, en hierdie regulasies word geag 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 WERKLOOSHEIDSFONDS

(1) Die doel met die Gesamentlike Werkloosheidsfonds is verlening van bystand aan lede van die Fonds wat normaalweg in diens is in die Druk- en Nuusbladnywerheid, soos in die Hofooreenkoms omskryf, gedurende tye van werkloosheid en siekte, asook die betaling van reiskoste om 'n werklose lid van die Fonds 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 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 die plaaslike agent van die Raad betaal word.

5. N.N.R. SE BYSTANDSFONDS

(1) Die doel met 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 aftreftoelae 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 klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle ooreenkomstig artikel 48 van die Wet gewysig word.

(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 shall be paid by the local agent of the Council.

6. HEALTH MAINTENANCE FUND

(1) The object of the Health Maintenance Fund is the payment of allowances to members of the Fund 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 subsection (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.

(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 amendment 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 by the local agent of the Council.

7. MEDICAL AID FUND

(1) The object of the Medical Aid Fund is to assist members of the Fund 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 subsections (2) and (5), the Fund shall be controlled and administered by the Governing Board of the Trade Union.

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

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

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

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

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

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

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

(5) Alle bystand wat deur die Fonds betaalbaar is, moet deur die plaaslike agent van die Raad betaal word.

6. GESONDHEIDSFONDS

(1) Die doel met die Gesondheidsfonds is die betaling van toelae aan lede van die Fonds 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 subklousule (3) hiervan, is so 'n toelae betaalbaar na goedgekeurde 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 bepalings wat in Aanhangsel C van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is en, behoudens klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle ooreenkomstig artikel 48 van die Wet gewysig word.

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

(5) Alle bystand wat deur die Fonds betaalbaar is, moet deur die plaaslike agent van die Raad betaal word.

7. MEDIESE HULPFONDS

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

(2) Die bepalings wat in Aanhangsel D van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is op die Fonds en, behoudens 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 subklousules (1), (2) en (5) hiervan, mag die Beheerraad van die vakvereniging na goedgekeurde—

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

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

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

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

8. HOUSING FUND

(1) The object of the Housing Fund is to assist members of the Fund to acquire dwelling houses, or to effect alterations to dwelling-houses previously acquired by them.

(2) Subject to the general purposes mentioned in subsection (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 Fund 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 Fund;

(c) authorise any two of the Secretary, Assistant Secretary or Accountant of the Council to sign any necessary application for fixed deposit, deed of cession, suretyship or other document required in connection with any transaction approved by it.

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

9. REDUNDANCY FUND

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

(2) The provisions set out in Annexure E to this Agreement shall be those presently applicable to the Fund and, subject to the provisions of sections 19, 20 and 21 hereof, shall remain in force until such provisions are amended in terms of section 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, where necessary, by the local agent of the Council.

10. TRAINING SCHEMES FUND

(1) A Training Schemes Fund is hereby established for the purpose of financing such training schemes for employees in the industry or such other purposes as may be decided upon by the Council from time to time.

(2) The provisions set out in Annexure F 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.

11. CONTRIBUTIONS

(1) Contributions shall be paid to the Training Schemes Fund, 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.

12. 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 and the Training Schemes Fund. Five per centum of the contributions received for the Training Schemes Fund shall be transferred to the General Fund to cover the cost of administration of the Training Schemes Fund.

8. BEHUISINGSFONDS

(1) Die doel met die Behuisingsfonds is om lede van die Fonds te help om 'n woonhuis te bekom of om veranderinge aan te bring aan woonhuise wat hulle reeds besit.

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

(a) geld uit hierdie Fonds aan lede van die Fonds voorskiet 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, sedeer, oormak, oordra, verpand en beswaar as kollaterale sekuriteit vir voorskotte wat deur bougenootskappe aan lede van die Fonds gedoen word;

(c) enige twee van die Sekretaris, Assistent-sekretaris of Rekenmeester van die Raad magtig om alle nodige aansoeke te teken om vaste deposito's, akte van afstanddoening, borgtog of 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 met die Oortolligheidsfonds is om voorsiening te maak vir die betaling van toelaes aan werknemers wat hul gewone werk verloor het of wat 'n vermindering in hul verdienvermoë gely het as 'n regstreekse gevolg van tegniese veranderinge in produksiemetodes en/of die koste van opleiding van sulke werknemers in 'n ander bedryf of beroep.

(2) Die bepalinge wat in Aanhangsel E van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is op die Fonds en, behoudens klousules 19, 20 en 21 hiervan, bly hulle van krag tot 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, waar nodig, deur die plaaslike agent van die Raad betaal word.

10. OPLEIDINGSKEMASFONDS

(1) 'n Opleidingskemasfonds word hierby ingestel met die doel om dergelike opleidingskemas vir werknemers in die Nywerheid te finansier of vir sodanige ander doeleindes as waartoe die Raad van tyd tot tyd mag besluit.

(2) Die bepalinge in Aanhangsel F van hierdie Ooreenkoms uiteengesit, is dié wat tans van toepassing is op die Fonds en, behoudens klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle kragtens artikel 48 van die Wet gewysig word.

11. BYDRAES

(1) Bydraes moet aan die Opleidingskemasfonds, die Gesamentlike Werkloosheidsfonds en aan die Mediese Hulpfonds betaal word ooreenkomstig die Hofooreenkoms.

(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 van die N.N.R. se Bystandsfonds en die Gesondheidsfonds, en die bedrae aldus opsygesit, kom daardie fondse toe.

12. 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 kan geld van één Fonds na 'n ander oordra by wyse van lening of toekenning soos hy na goeddunke raadsaam ag. Die bepaling betreffende die oordrag van geld van een Fonds na 'n ander is nie van toepassing in die geval van die Oortolligheidsfonds en die Opleidingskemasfonds nie. Vyf persent van die bydraes wat vir die Opleidingskemasfonds ontvang word, moet na die Algemene Fonds oorgedra word om die administrasiekoste van die Opleidingskemasfonds te dek.

13. 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 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) 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.

14. 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.

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 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.

16. 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.

17. 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 creditors, or of vesting in any other person whomsoever in any capacity. Such benefits shall be determined absolutely and be wholly forfeited for the benefits 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;

13. OUDITERING VAN REKENINGS, FINANSIËLE STATE EN BELEGGING VAN FONDSE

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

- (a) Alle geld ontvang—
 - (i) kragtens die Hoofdooreenkomst;
 - (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 daarvoor, moet daarna ter insae op die kantoor van die Raad lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik, maar nie later nie as drie 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.

14. BETALING VAN BYSTAND

Die bystand wat betaalbaar is uit die Fondse ingestel ingevolge hierdie Ooreenkomst, 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.

15. 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.

16. APPELLE

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

17. 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 sielsiegeestig opgeneem word;

(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.

18. 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.

19. ABANDONMENT OF FUND

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

(1) In the case of the N.I.C. Benevolent Fund, Health Maintenance Fund or Housing Fund, the unexpended balance shall be transferred to the Joint Unemployment Fund;

(2) in the case of the Joint Unemployment Fund the unexpended balance shall be transferred to the Pension Fund;

(3) in the case of the Medical Aid Fund 50 per cent of the unexpended balance shall be paid to the employers' Organisations and 50 per cent to the Trade Union: Provided that a proportionate refund shall first be paid by the Council to any employer or employee who contributed to the Fund while he was not a member of one or other of the employers' organisations or of the Trade Union;

(4) in the case of the Redundancy Fund the unexpended balance shall be paid into the General Fund of the Council; and

(5) in the case of the Training Schemes Fund, the unexpended balance shall be paid to the employers' organisations: Provided that a proportionate refund shall first be paid by the Council to any employer who contributed to the Fund while he was not a member of one or other of the employers' organisations.

20. EXPIRY OF AGREEMENT

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

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period while this Agreement is binding in terms of section 34 (2) of the Industrial Conciliation Act, 1956, the Funds shall be administered by a Committee constituted as provided for in subsection (1) until the Agreement expires, whereafter the Funds shall be liquidated.

(b) indien 'n krediteur van die betrokke persoon voorgee om kragtens 'n lasbrief vir eksekusie beslag te lê op al die bystand en '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, kan 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 tydstop betaalbaar sou gewees het indien die bystand nie, soos hierbo genoem, vasgestel en verbeur is nie. Daarbenewens moet alle bystand wat aan enigiemand verskuldig of betaalbaar is maar nog nie betaal is nie, onmiddellik na die afsterwe van daardie persoon absoluut vasgestel en geheel en al ten gunste van die Fonds verbeur word: Met dien verstande egter dat 'n bedrag van hoogstens die bystand wat aldus verbeur is, na goedvinde van die Staande Komitee aan die weduwee of ander afhanklike van die afgestorwe lid betaal mag word. Vir die toepassing van hierdie klousule beteken "afhanklike" iemand wat, na die mening van die Staande Komitee, van die betrokke persoon afhanklik is.

18. 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 nie en moet deur die Fondse gevrywaar word teen alle verliese en uitgawes deur hulle in of in verband met die bona fide verrigting van hul pligte aangegaan, en hulle word hierby gevrywaar.

19. 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 bepalinge van toepassing indien die Raad versuim om te besluit binne 'n tydperk van ses 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 Behuisingfonds, 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: Met dien verstande dat 'n eweredige terugbetaling eers deur die Raad gedoen moet word aan enige werkgewer of werknemer wat tot die Fonds bygedra het terwyl hy nie lid van die een of ander van die werkgewersorganisasies of die vakvereniging was nie;

(4) in die geval van die Oortollighedsfonds moet die onbestede balans in die Algemene Fonds van die Raad betaal word; en

(5) in die geval van die Opleidingskemasfonds moet die onbestede balans aan die werkgewersorganisasies betaal word: Met dien verstande dat 'n eweredige terugbetaling eers deur die Raad gedoen moet word aan enige werkgewer wat tot die Fonds bygedra het terwyl hy nie lid van die een of ander van die werkgewersorganisasies was nie.

20. 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 twee jaar vanaf die datum van dié verstryking nie 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 gelikwedeer word. Gedurende genoemde tydperk van twee jaar of totdat hulle voortgesit word by enige ander ooreenkoms of oorgeplaas word na enige ander fondse hierbo bedoel, moet die Fondse geadministreer word deur 'n komitee bestaande uit vier persone benoem deur die werkgewersorganisasies en vier persone benoem deur die vakvereniging.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet op Nywerheidsversoenig, 1956, moet die Fondse geadministreer word deur 'n komitee saamgestel soos bepaal in subklousule (1) totdat die Ooreenkoms verstryk, waarna die Fondse gelikwedeer moet word.

(3) Any vacancy occurring on the Committee referred to in subsections (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.

21. LIQUIDATION OF FUNDS

(1) Upon liquidation of the Funds in terms of section 20, the liquidator shall realise the assets of the Funds and any balance remaining, after payment of the costs of liquidation, shall, if the Industrial Registrar so directs, be transferred to some other fund or funds established for the benefit of employees in the Printing and Newspaper Industry of the same classes as the beneficiaries of the Funds or in the absence of any such direction shall be disposed of in accordance with the provisions of section 19 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 20, as the case may be.

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 employees, other than drivers of motor vehicles, screen workers, screen printing probationers and labourers, for whom wage rates are prescribed by the Main Agreement, during periods of unemployment and sickness as well as the payment of travelling expenses to enable an unemployed person 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.

4. QUALIFICATIONS FOR PAYMENT OF BENEFITS

An applicant for benefits must show—

(1) that the contributions payable by or in respect of him to the Joint Unemployment Fund are not in arrear;

(2) 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 13 weeks;

(3) that, when unemployed, he has signed the unemployment register at least once per week as directed by the local agent of the Council or in areas where the unemployment register is not available, has submitted a certificate of unemployment to the agent of the Council concerned which is acceptable to the Standing Committee of the Council;

(4) that he is available for work but unable to obtain employment which the local agent of the Council 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,

(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, kan die Nywerheidsregistrateur 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 ooreenkomstig 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 Nywerheidsregistrateur onprakties of onwenslik maak, kan 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.

21. LIKWIDASIE VAN FONDSE

(1) By likwidasië van die Fondse ingevolge klousule 20 moet die likwidateur die bates van die Fondse te gelde maak en enige balans wat oorbly na betaling van die likwidasiëskoste moet, indien die Nywerheidsregistrateur 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 daaroor beskik word ooreenkomstig klousule 19 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 Aalgemene Fonds toekom, beskik word soos voorgeskryf by artikel 34 (4) van die Wet op Nywerheidsversoening, 1956.

(2) Die Fondse moet gelikwedeer word deur die komitee of die trustee of trustees bedoel in klousule 20, na gelang van die geval.

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 met die Fonds is die verskaffing van bystand aan werknemers, uitgesonderd motorvoertuigdrywers, skermwerkers, skermdrukproefwerkers en arbeiders vir wie loonskale in die Hoofdooreenkoms voorgeskryf word, ten tye van werkloosheid en siekte, asook die betaling van reiskoste om 'n werklose in staat te stel om diens in 'n ander sentrum te aanvaar.

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

Die Fonds is bedoel om bystand te verleen wanneer bystand nie deur die Staat kragtens die Werkloosheidsversekeringswet, 1966, betaalbaar is nie en, met uitsondering van reiskoste, is geen bystand hoegenaamd deur die Fonds betaalbaar nie vir enige tydperk waarin bystand betaalbaar is aan 'n applikant kragtens 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 kragtens 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. KWALIFIKASIES VIR BETALING VAN BYSTAND

'n Applikant om bystand moet aantoon—

(1) dat die bydraes deur hom of ten opsigte van hom aan die Gesamentlike Werkloosheidsfonds betaalbaar, nie agterstallig is nie;

(2) dat bydraes aan die Gesamentlike Werkloosheidsfonds deur of ten opsigte van hom betaal is vir 'n ononderbroke of onderbroke tydperk van minstens 13 weke;

(3) dat toe hy werkloos was, hy die werkloosheidsregister minstens een maal per week geteken het soos gelas deur die plaaslike agent van die Raad of in gebiede waar die werkloosheidsregister nie beskikbaar is nie, 'n werkloosheidsertifikaat aan die betrokke agent van die Raad voorgelê het wat vir die Staande Komitee van die Raad aanneemlik is;

(4) dat hy beskikbaar vir werk is maar nie in staat om werk te verkry wat die plaaslike agent van die Raad 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",

but does not include any sickness or injury caused by an employee's own misconduct. It also includes 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;

(5) that his unemployment is not due to any stoppage of work or other cause contrary to the decisions of the Constitution of the Council;

(6) that he has not exhausted his right to benefits under these rules; and

(7) that the benefits have been claimed by the end of the week following that for which they are due.

5. CONTRIBUTION CARD TO BE PRODUCED WHEN BENEFITS CLAIMED

An applicant for unemployment benefits shall produce to the local agent of the Council his contribution card 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 card, 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, other than those mentioned in paragraph 10 (2) (a), which are payable under the circumstances mentioned in paragraphs 4 and 10, 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 a period of not less than 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 20 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 SEMI-SKILLED TO SKILLED WORK

A member who is transferred from semi-skilled to skilled work, shall be entitled only to the benefits payable to semi-skilled employees in terms hereof for a period of one year from the date of his transfer to skilled work, or for such further period as the Standing Committee of the Council, after consideration of the recommendation of the Governing Board of the S.A. Typographical Union, 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. STANDING COMMITTEE MAY PRESCRIBE ADDITIONAL CONDITIONS UNDER CERTAIN CIRCUMSTANCES

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

10. BENEFITS PAYABLE

Subject to the provisions of paragraph 3, a person who has complied with the provisions hereof shall be paid benefits at the rates prescribed hereunder during periods of unemployment or sickness: Provided, however, that under normal circumstances, the total period over which benefits from both the State Fund in terms of the Unemployment Insurance Act, 1966, and the Joint Unemployment Fund may be received shall not exceed 13 weeks in all during any period of six months from the date on which benefits were first paid in any calendar year: Provided further that the unemployment benefits payable shall not exceed one week's benefits for each six weekly contributions.

benewens sy gewone betekenis, besering in wat opgedoen is in 'n ongeluk maar nie ook siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is nie. Dit sluit ook in afwesigheid van diens as gevolg van kwarantyn opgelê deur die verantwoordelike owerhede weens die siekte van 'n lid van die applikant se gesin;

(5) 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;

(6) dat hy nie sy reg op bystand kragtens hierdie reëls uitgeput het nie; en

(7) dat die bystand geëis is teen die einde van die week wat volg op dié waarvoor dit verskuldig is.

5. BYDRAEKAART MOET VOORGELE WORD WANNEER BYSTAND GEËIS WORD

'n Applikant om werkloosheidsbystand moet aan die plaaslike agent van die Raad sy bydraekaart voorle 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 bydraekaart persoonlik voorle asook 'n aanvaarbare doktersertifikaat dat hy, weens siekte, nie in staat is om 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, uitgesonderd dié bedoel in paragraaf 10 (2) (a), wat betaalbaar is onder die omstandighede gemeld in paragrawe 4 en 10, is nie betaalbaar nie, aan iemand wat 'n onaktiewe lid van die S.A. Typographical Union was en teruggeplaas is na gewone lidmaatskap van daardie vakvereniging totdat 'n tydperk van minstens ses maande vanaf die datum ná sodanige oorsprong verloop het, waarna die eerste van minstens vier agtereenvolgende 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 oorsprong na onaktiewe lidmaatskap gehad het.

7. SPESIALE BEPALING BETREFFENDE PERSONE WAT VAN HALFGESKOOLDE TOT GESKOOLDE WERK OORGEPLAAS IS

'n Lid wat van halfgeskoolde na geskoolde werk oorgeplaas word, is net op die voordele wat hierkragtens aan geskoolde werknemers betaalbaar is, geregtig vir 'n tydperk van een jaar vanaf die datum van sy oorsprong na geskoolde werk of vir dié verdere tydperk wat die Staande Komitee van die Raad, na ooreweging van die aanbeveling van die Beheerraad van die S.A. Typographical Union, mag bepaal.

8. DISKWALIFIKASIE VAN BYSTAND OMREDE WANGEDRAG

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

9. STAANDE KOMITEE KAN ADDISIONELE VOORWAARDES ONDER SEKERE OMSTANDIGHED E VOORSKRIF

Indien 'n lid volle werkloosheidsbystand vir twee agtereenvolgende halfjare getrek het, kan die Staande Komitee van die Raad, na goedkeuring van die aanbeveling van die Beheerraad van die S.A. Typographical Union, enige addisionele voorwaardes voorskryf wat hy raadsaam ag, en geen bystand moet aan daardie persoon betaal word totdat dié voorwaardes nagekom is nie.

10. BYSTAND BETAALBAAR

Behoudens paragraaf 3, moet aan iemand wat die bepaling 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, hoogstens 13 weke altesaam gedurende enige tydperk van ses maande vanaf die datum waarop bystand eerste in 'n kalenderjaar betaal is, mag wees: Voorts met dien verstande dat die werkloosheidsbystand wat betaalbaar is, hoogstens een week se bystand vir elke ses weeklikse bydraes mag wees.

(1) Unemployment benefits:

Skilled employees, R24 per week.

Semi-skilled employees, R12 per week.

(2) Sickness benefits:

(a) For any period up to the first 10 working days of sickness in any calendar year in the case of members working a five-day week or first 12 days in the case of those working a six-day week, the member shall, on production of an acceptable medical certificate, be paid his normal wage by his employer who will, on request to the local agent of the Council having jurisdiction and on production of the acceptable medical certificate as well as the contribution card of the member, be refunded from the Fund at the following rates:

Skilled employees, R30 per week; and
semi-skilled employees, R12 per week:

Provided that—

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

(ii) where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the remuneration due in terms of this subparagraph in respect of absence on sick leave because of such incapacity;

(iii) the provisions of this subparagraph shall not apply in respect of any period of incapacity of an employee in respect of which the employer is by any other law or Certificate of Exemption required to pay to the employee an amount of not less than his remuneration;

(iv) unless amounts claimed in respect of amounts paid in a particular month are claimed by the end of the following month or unless otherwise decided by the Standing Committee, no refund will be paid.

(b) For the balance of any period over which the member may be entitled to benefits in terms hereof, the following payments shall be made from the Fund:

Skilled employees, R24 per week; and
semi-skilled employees, R12 per week.

(c) The local agent of the Council shall have the right, as a condition precedent to any payment in terms hereof, to require the member to submit himself to medical examination by a medical practitioner nominated by him.

(d) "Calendar year" for the purposes hereof means the period from 1 January until 31 December of any year.

(3) Accumulated sickness benefits:

A member may accumulate one of every three days of the sick leave mentioned in subparagraph (2) (a) which is not used during a particular calendar year up to a maximum of 30 days. A member who has so accumulated sick leave and whose benefits in terms of subparagraph (2) (a) have been fully used shall, on production of an acceptable medical certificate that as a result of a surgical procedure or serious illness he remains unfit for work, be paid his normal wage by his employer up to the period of such accumulated sick leave. The employer will on request to the local agent of the Council having jurisdiction and on production of the acceptable medical certificate as well as the contribution card of the member be refunded from the Fund the amount paid to the member in terms of this subparagraph.

11. SPECIAL PROVISION WHERE BENEFITS HAVE BEEN PAID FOR 13 WEEKS

A person who has been paid not less than 13 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 13 weeks has elapsed from the date on which such benefits were last drawn. In calculating this period of 13 weeks, account shall not be taken of any period over which additional sick benefits were authorised by the Standing Committee in terms of paragraph 16.

12. SPECIAL PROVISION WHERE ALLOWANCE IS PAID BY EMPLOYER

Subject to the provisions of paragraph 10 (2) (a), if an applicant is paid an allowance by his employer, the amount payable to him shall not exceed such amount as will bring the

(1) Werkloosheidsbystand:

Geskoolde werknemers, R24 per week.

Halfgeskoolde werknemers, R12 per week.

(2) Siektebystand:

(a) Vir enige tydperk tot die eerste 10 werkdade van siekte in 'n kalenderjaar in die geval van lede wat 'n werkweek van vyf dae het of die eerste 12 werkdade in die geval van diene wat 'n werkweek van ses dae het, moet die lid, by voorlegging van 'n aanvaarbare doktersertifikaat, sy gewone loon betaal word deur sy werknemer wat, op versoek aan die plaaslike agent van die Raad in wie se regsgebied hy ressorteer en by voorlegging van die aanvaarbare doktersertifikaat sowel as die lid se bydraekaart, uit die Fonds terugbetaal sal word teen die volgende skaal:

Geskoolde werknemers, R30 per week; en
halfgeskoolde werknemers, R12 per week:

Met dien verstande dat—

(i) gedurende die eerste kalenderjaar diens in die Nywerheid, 'n werknemer wat 'n werkweek van vyf dae het, geregtig is op siekteverlof met volle betaling vir hoogstens een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en alle ander werknemers vir hoogstens een werkdag ten opsigte van elke voltooide maand diens;

(ii) waar 'n werkgewer regtens verplig is om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en hy die gelde ten opsigte van enige ongeskiktheid betaal, die bedrag aldus betaal, verreken kan word teen die besoldiging verskuldig ingevolge hierdie subparagraaf ten opsigte van afwesigheid met siekteverlof as gevolg van sodanige ongeskiktheid;

(iii) hierdie subparagraaf nie van toepassing is nie ten opsigte van enige tydperk van ongeskiktheid, van 'n werknemer ten opsigte waarvan die werkgewer deur enige ander wet of vrystellingsertifikaat verplig is om 'n bedrag van minstens sy besoldiging aan 'n werknemer te betaal;

(iv) tensy bedrae wat geëis word ten opsigte van bedrae wat in 'n bepaalde maand betaal is, teen die einde van die volgende maand geëis word—tensy andersins deur die Staande Komitee besluit—geen terugbetaling gemaak word nie.

(b) Vir die oorblywende gedeelte van enige tydperk ten opsigte waarvan die lid op bystand hiervolgens geregtig mag wees, moet die volgende betalings deur die Fonds gedoen word:

Geskoolde werknemers, R24 per week; en
halfgeskoolde werknemers, R12 per week.

(c) Die plaaslike agent van die Raad beskik oor die bevoegdheid, as 'n opskortende voorwaarde vir enige betaling ingevolge die bepaling hiervan, om van die lid te vereis dat hy homself medies laat ondersoek deur 'n mediese praktisyn wat deur hom aangewys word.

(d) Vir die toepassing hiervan beteken "kalenderjaar" die tydperk van 1 Januarie tot 31 Desember van enige jaar.

(3) Opgelope siektebystand:

'n Lid mag een uit elke drie dae siekteverlof, vermeld in subparagraaf (2) (a), wat nie gedurende 'n bepaalde kalenderjaar gebruik is nie, tot 'n maksimum van 30 dae laat oploop. 'n Lid wat siekteverlof so laat oploop het en wie se bystand ingevolge subparagraaf (2) (a) ten volle gebruik is, moet by voorlegging van 'n aanvaarbare doktersertifikaat dat hy as gevolg van chirurgiese behandeling of ernstige siekte steeds ongeskik vir werk is, sy normale loon tot op die tydstop van sodanige opgelope siekteverlof deur sy werkgewer betaal word. Op versoek aan die plaaslike agent van die Raad wat regsbevoegdheid het en by voorlegging van die aanvaarbare doktersertifikaat, asook die lid se bydraekaart, sal die bedrag wat aan die lid ingevolge hierdie subparagraaf betaal is, aan die werkgewer terugbetaal word.

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 Werkloosheidsverkeringswet 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 WORD

As 'n applikant 'n toelae deur sy werkgewer betaal word, mag die bedrag wat aan hom betaalbaar is, behoudens paragraaf 10 (2) (a), hoogstens dié bedrag wees wat die totale bedrag

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

(1) The payments mentioned in paragraph 10 (2) (a) are payable on a daily basis calculated at one-sixth of the weekly payment where the employee is, or was, employed in a six-day week establishment and at one-fifth of the weekly payment where the employee is, or was, employed in a five-day week establishment.

(2) In respect of benefits payable in terms of paragraph 10 (1) or 10 (2) (b) 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 in terms of paragraph 10 (2) (b).

15. PAYMENT OF TRAVELLING EXPENSES

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

16. ADDITIONAL SICK BENEFITS

The Standing Committee of the Council may, at its discretion and notwithstanding the provisions of paragraph 10, authorise the payment of sick benefits over a period not exceeding seven weeks in any calendar half year over and above the period of 13 weeks mentioned in paragraph 10. When dealing with any such application, the Standing Committee shall give consideration to—

- (a) the benefits paid or payable to the applicant by the State;
- (b) the complaint from which he is suffering; and
- (c) his financial position.

17. BENEFITS PAID TO BE ENTERED ON CONTRIBUTION CARD AND RECEIPT TO BE OBTAINED

When benefits are paid in terms hereof, the local agent of the Council shall ensure that the payment made is entered on the member's contribution card 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 concerning advances made to it by the Council for the purposes of the Fund and shall at all reasonable times permit access thereto by the auditors or other representatives of the Council.

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

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.

20. DEFINITIONS

For the purposes hereof—

"skilled employee" means an employee for whom minimum wage rates are prescribed in section 6 (1) (a), (b) and (c), section 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Table 19 of section 36, Table 22 of section 40 and Table 25 of section 43 and each process moulder entitled to not less than the top rate of wages mentioned in Table 4 of the Main Agreement;

"semi-skilled employee" means an employee, other than a skilled employee, a driver of a motor vehicle, a screen worker, a screen printing probationer or a labourer, for whom a minimum wage rate is prescribed in the Main Agreement.

deur hom van sy werkgever en van die Gesamentlike Werkloosheidsfonds vir die besondere week ontvang te staan sal bring op die bedrag van sy verdienste vir 'n gewone week se werk 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

(1) Die betalings bedoel in paragraaf 10 (2) (a), is betaalbaar op 'n daaglikse grondslag bereken teen een sesde van die weeklikse betaling in gevalle waar die werknemer werksaam is of was in 'n bedryfsinrigting wat ses dae per week werk en teen een vyfde van die weeklikse betaling in gevalle waar die werknemer werksaam is of was in 'n bedryfsinrigting wat vyf dae per week werk.

(2) Wat die bystand betref wat ingevolge paragraaf 10 (1) of 10 (2) (b) betaalbaar is, in gevalle waar die applikant weens werkloosheid of siekte vir minstens twee agtereenvolgende dae nie in staat was om te werk nie, is die bystand aan hom betaalbaar op 'n daaglikse grondslag bereken teen een sesde van die weeklikse bystand indien hy werksaam is of was in 'n bedryfsinrigting wat ses dae per week werk en teen een vyfde van die weeklikse bystand indien hy werksaam is of was in 'n bedryfsinrigting wat vyf dae per week werk. Waar die tydperk van afwesigheid korter as twee agtereenvolgende werkdade is, is geen bystand ingevolge paragraaf 10 (2) (b) betaalbaar nie.

15. BETALING VAN REISKOSTE

Die Staande Komitee van die Raad kan na goëddunke 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 kan na goëddunke en ondanks paragraaf 10, die betaling magtig van siektebystand oor 'n tydperk van hoogstens sewe 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—

- (a) bystand betaal of betaalbaar aan die applikant deur die Staat;
- (b) die kwaal waaraan hy ly; en
- (c) sy finansiële toestand.

17. BYSTAND WAT BETAAL IS, MOET OP BYDRAEKAART INGESKRYF EN KWITANSIE-VERKRY WORD

Wanneer bystand hiervolgens betaal word, moet die plaaslike agent van die Raad verseker dat die betaling wat gedoen is, op die lid se bydraekaart ingeskryf word en dat 'n kwitansie vir die betaalde bedrag van die lid verkry word.

18. ADMINISTRASIE

(1) Die S.A. Typographical Union moet al die nodige bewysstukke en rekenings in verband met voorskotte wat vir die doel van die Fonds deur die Raad aan hom betaal is, bewaar en op enige redelike tyd aan die ouditeurs of ander verteenwoordigers van die Raad toegang daartoe verleen.

(2) Wanneer hy eise indien, moet die S.A. Typographical Union alle besonderhede verstrek wat van tyd tot tyd deur die Staande Komitee van die Raad vereis word.

19. BEVOEGDHEDE VAN UITVOERENDE KOMITEE IN SPESIALE GEVALLE

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

20. WOORDOMSKRYWING

Vir die toepassing hiervan beteken—

"geskoolde werknemer" 'n werknemer vir wie minimum loonskaal voorgeskryf word in klousule 6 (1) (a), (b) en (c), klousule 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Tabel 19 van klousule 36, Tabel 22 van klousule 40 en Tabel 25 van klousule 43, en elke chemiemonteerder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hooforeenkoms vermeld;

"halfgeskoolde werknemer" 'n werknemer, uitgesonderd 'n geskoolde werknemer, 'n motorvoertuigdrywer, 'n skermwerker, 'n skermdrukproefwerker of 'n arbeider, vir wie 'n minimum loonskaal in die Hooforeenkoms voorgeskryf word.

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 employers, 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 R12 in the case of skilled employees and R9 in the case of semi-skilled employees may be authorised. These allowances are payable *ex gratia* and may be suspended or cancelled by the Standing Committee, at its discretion, at any time. The Standing Committee may also, at its discretion, reduce the amount payable.

4. PERMISSION TO BE OBTAINED BEFORE BENEFICIARY WORKS IN INDUSTRY

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

5. APPLICATIONS FOR BENEFITS

All applications for benefits shall be made 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 Fund, 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 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.

9. DEFINITIONS

For the purposes hereof—

"skilled employee" means an employee for whom minimum wage rates are prescribed in section 6 (1) (a), (b) and (c), section 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Table 19 of section 36, Table 22 of section 40 and Table 25 of section 43, and each process moulder entitled to not less than the top rate of wages mentioned in Table 4 of the Main Agreement;

"semi-skilled employee" means an employee, other than a skilled employee, a driver of a motor vehicle a screen worker, a screen printing probationer or a labourer, for whom a minimum wage rate is prescribed in the Main Agreement.

AANHANGSEL B

DIE N.N.R. SE BYSTANDSFONDS VAN DIE NASIONALE NYWERHEIDSRAAD VIR DIE DRUK- EN NUUSBLAD-NYWERHEID 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 met die Fonds is die verlening van bystand aan behoeftige bejaarde of ongeskikte persone, hetsy werknemers of oud-werkgewers, wat in die Druk- en Nuusbladnywerheid in diens was en wat nie in aanmerking kom vir die aftreetoelae van die Raad se Pensioenfonds nie.

3. BYSTAND

Na goeddunke van die Staande Komitee van die Raad kan 'n weeklikse toelae van hoogstens R12 in die geval van geskoolde werknemers en R9 in die geval van halfgeskoolde werknemers gemagtig word. Hierdie toelae is *ex gratia* betaalbaar en kan deur die Staande Komitee te eniger tyd na goeddunke opgeskort of ingetrek word. Die Staande Komitee kan ook na goeddunke die betaalbare bedrag verminder.

4. TOESTEMMING MOET VERKRY WORD VOORDAT BEGUNSTIGDE IN NYWERHEID WERK

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

5. AANSOEKE OM BYSTAND

Alle aansoeke om bystand moet aan die plaaslike Gesamentlike Raad van die Raad gerig word. Die aansoek moet volle besonderhede van die gronde bevat wat, soos gemeen word, die bestaan van bystand regverdig en moet besonderhede insluit betreffende die ouderdom, ambag of beroep, duur van diens in die Nywerheid, tydperk van lidmaatskap van die Fonds, en die bedrag aan bystand deur die applikant getrek van die Gesamentlike Werkloosheidsfonds, asook alle ander toepaslike omstandighede. In gevalle waar geen Gesamentlike Raad regsbevoegdheid het nie, moet aansoeke regstreeks aan die Staande Komitee gerig word.

6. GESAMENTLIKE RAAD MOET AANBEVELING DOEN

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

7. BETALING VAN TOELAES

Betaling van die toelae genoem in paragraaf 3 moet geskied ooreenkomstig die prosedure wat die betaling van die ander soorte bystand wat deur die Raad betaal word, beheer.

8. UITVOERENDE KOMITEE KAN BESLISSINGS VAN STAANDE KOMITEE BEKRAGTIG OF WYSIG

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

9. WOORDOMSKRYWING

Vir die toepassing hiervan beteken—

"geskoolde werknemer" 'n werknemer vir wie minimum loonskaal voorgeskryf word in klousule 6 1 (a), (b) en (c), klousule 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Tabel 19 van klousule 36, Tabel 22 van klousule 40 en Tabel 25 van klousule 43, en elke chemiemonteerder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoofoorreënoms gemeld;

"halfgeskoolde werknemer" 'n werknemer, uitgesonderd 'n geskoolde werknemer, 'n motorvoertuigdrywer, 'n skermwerker, 'n skermdrukproefwerker of 'n arbeider, vir wie 'n minimum loonskaal in die Hoofoorreënoms voorgeskryf word.

ANNEXURE C

HEALTH MAINTENANCE FUND OF THE NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWS-PAPER 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 skilled or semi-skilled employee, suffering from tuberculosis, or such other diseases as may be specified by the Executive Committee of the Council, on ceasing work, either temporarily or permanently, receives in all not more than 80 per cent of the minimum wage payable, at the date of his or her retirement, in terms of the Agreement for the Industry for the occupation in which such employee is normally engaged. In all cases the amount payable shall be at the absolute discretion of the Standing Committee, but if the employee in question has no dependants, the amount of such allowance shall be less than that paid to employees with dependants.

2. SUBMISSION OF APPLICATIONS

All applications for the payment of such allowances 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 disease as may be specified by the Executive Committee of the Council, 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 hospitalisation and surgical treatment, if necessary, as is recommended by the medical practitioner under whose treatment he is. Should any person to whom an allowance is being paid, fail to comply with the directions of such medical practitioner, the payment of the allowance shall cease forthwith.

4. APPLICATION TO BE MADE FOR STATE ALLOWANCE

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

5. 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 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 agent of the Council 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.

AANHANGSEL C

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

1. BETALING VAN TOELAES

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

2. INDIENING VAN AANSOEKE

Alle aansoeke om die betaling van sulke toelae moet op die vorm voorgeskryf deur die Staande Komitee, behoorlik gestaaf 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, voorgelê word aan die Gesamentlike Raad wat regsbevoegdheid het oor die betrokke gebied of aan die Sekretaris van die Raad waar geen sodanige Gesamentlike Raad bestaan nie. Aansoeke wat deur die Gesamentlike Rade 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 deur wie hy behandel word. 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 aansoekvorm 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 kragtens die Wet op Ongeskiktheidstoelae, 1946, of enige ander Wet, aan die applikant betaalbaar is.

6. FONDS NIE AANSPREEKLIK 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 agent van die Raad 'n sertifikaat voorlê van 'n mediese praktisyn deur wie hy behandel word, 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 kan besluit dat so 'n toelae nie langer betaal moet word nie.

9. DEFINITIONS

For the purposes hereof—

"skilled employee" means an employee for whom minimum wage rates are prescribed in section 6 (1) (a), (b) and (c), section 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Table 19 of section 36, Table 22 of section 40 and Table 25 of section 43, and each process mounter entitled to not less than the top rate of wages mentioned in Table 4 of the Main Agreement;

"semi-skilled employee" means an employee, other than a skilled employee, a driver of a motor vehicle, a screen worker, a screen printing probationer or a labourer, for whom a minimum wage rate is prescribed in the Main Agreement.

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".

2. OBJECTS

The objects of the Fund shall be to assist members of the Fund 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 skilled and semi-skilled employees 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 any person who, in the opinion of the Governing Board, can rightly be said to be dependant upon the member. The Governing Board shall advise the Standing Committee of the Council of the name of any person, other than a child under the age of 18 years or the wife of a member, who has been classed as a dependant.

(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 subparagraphs (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 10c.

(g) Should a registered member leave the Industry or be transferred to inactive membership of the S.A. Typographical Union his membership of the Fund shall cease forthwith: Provided, however, that at the discretion of the Governing Board members who have retired on pension, or who are beneficiaries of the N.I.C. Benevolent Fund, or dependants of deceased members may be permitted to become members or continue their membership of the Fund on condition that a subscription of 60c per week in the case of persons who were employed on skilled work and 55c per week in the case of persons who were employed on semi-skilled work is paid to the Fund by such

9. WOORDOMSKRYWING

Vir die toepassing hiervan beteken—

"geskoolde werknemer" 'n werknemer vir wie minimum loonskale voorgeskryf word in klousule 6 (1) (a), (b) en (c), klousule 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Tabel 19 van klousule 36, Tabel 22 van klousule 40 en Tabel 25 van klousule 43, en elke chemiemonteerder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoofooreenkoms vermeld;

"halfgeskoolde werknemer" 'n werknemer, uitgesonderd 'n geskoolde werknemer, 'n motorvoertuigdrywer, 'n skermwerker, 'n skermdrukproefwerker of 'n arbeider, vir wie 'n minimum loonskaal in die Hoofooreenkoms voorgeskryf 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", hierna die "Fonds" genoem.

2. DOELSTELLING

Die doel met die Fonds is om lede van die Fonds 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 en hospitaalbehandeling en verpleging.

3. LIDMAATSKAP

(a) Lidmaatskap van die Fonds is beperk tot geskoolde en halfgeskoolde werknemers ten opsigte van wie bydraes tot die Fonds gedoen word ooreenkomstig die Hoofooreenkoms vir die Nywerheid wat kragtens die Wet op Nywerheidsversoening, 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 (hierna die "Beheerraad" genoem) in te vul, en moet ook alle verdere inligting verskaf wat daardie Raad te eniger tyd mag verlang. Vir die toepassing van hierdie reëls beteken die uitdrukking "afhanklikes" alle persone wat na die mening van die Beheerraad tereg gaag kan word van die lid afhanklik te wees. Die Beheerraad moet die naam van enigiene, uitgesonderd 'n kind onder die leeftyd van 18 jaar of die vrou van 'n lid, wat as 'n afhanklike ingedeel is, aan die Staande Komitee van die Raad verstrekk.

(c) Die Beheerraad kan 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, kan hy enige spesiale voorwaardes of kwalifikasies vereis, hetsy betreffende die betaling van bystand of andersins, wat hy na goëddunke in enige besondere geval nodig mag ag.

(e) Tensy die Beheerraad anders besluit, is geen bystand hoëgenaamd 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 hoëgenaamd betaalbaar nie 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 10c.

(g) Indien 'n geregistreerde lid die Nywerheid verlaat of oorgeplaas word na onaktiewe lidmaatskap van die S.A. Typographical Union, hou hy onmiddellik op om lid van die Fonds te wees: Met dien verstande egter dat lede wat met pensioen afgetree het of wat begunstigdes is van die N.N.R. se Bystandsfonds of afhanklikes van afgestorwe lede na goëddunke 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 ledegeld van 60c per week in die geval van persone wat op geskoolde werk in diens was en 55c per week in die geval van persone wat op halfgeskoolde werk in diens was deur sodanige pensioentrekker, of afhanklike aan die Fonds betaal word: Voorts met dien verstande dat die bystand betaalbaar aan of ten opsigte van enige sodanige pensioentrekker

pensioner or dependant: Provided further that the benefits payable to or in respect of any such pensioner shall not exceed one-quarter of the maximum benefits payable in terms of paragraph 5 (f). For the purposes of this paragraph the dependant of a deceased member shall be deemed to be of the same class as the deceased member. 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) 80 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) 80 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: Provided further that the maximum payment from the Fund in this regard shall not exceed R6 per day for dependants and R9 per day for a member;

(iii) 80 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;

(iv) 50 per cent of the cost of medical supplies, prescribed by a duly registered medical practitioner;

(v) 80 per cent of the tariff of fees for dental services in respect of: Ordinary fillings (cement, silicate, silver-alloy) including gold fillings and root treatment, calculated on the tariff of fees for ordinary fillings. Examinations, prophylaxis, extractions and X-rays: Dentures and repair of dentures up to a maximum of R60 in any calendar year: Provided that the maximum benefits payable in respect of dental services during any calendar year shall be R80 in respect of a member with no dependants and R120 in respect of a member with dependants;

(vi) 80 per cent of the tariff of fees for confinements in respect of the doctor, nursing and hospitalisation, including pre- and postnatal care: Provided that the maximum benefits payable during any calendar year in respect of a confinement shall be R80 in the case of a normal birth and R120 in the case of a Caesarean operation: Provided further that the member has been a member of the Fund for at least one year; and

(vii) 80 per cent of the cost of spectacles for the member only with a maximum of R30 per annum.

(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 subparagraph (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 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.

hoogstens een kwart mag wees van die maksimum bystand wat kragtens paragraaf 5 (f) betaalbaar is. Vir die toepassing van hierdie paragraaf word die afhanklike van 'n afgestorwe lid geag van dieselfde klas as die afgestorwe lid te wees. By verval 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

Ledegeld is aan die Fonds betaalbaar teen die tariewe in die Hoofdoorenkoms gespesifiseer.

5. BYSTAND

(a) Behoudens paragraaf 3 (d) en (e) is lede wie se ledegeld ten volle betaal is, geregtig op bystand in die mate hieronder uiteengesit ten opsigte van 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, wat behoorlik as sodanige geregistreer is 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 sielsiekegestig: 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: Voorts met dien verstande dat die maksimum betaling uit die Fonds in dié opsigte hoogstens R6 per dag vir afhanklikes en R9 per dag vir 'n lid is;

(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;

(iv) 50 persent van die koste van mediese benodighede wat deur 'n behoorlik geregistreerde mediese praktisyn voorgeskryf word;

(v) 80 persent van die gelde vir tandheelkundige dienste ten opsigte van: Gewone stoppels (van sement, silika, silwerlegering), met inbegrip van goudstoppels en wortelbehandeling, bereken teen die gelde vir gewone stoppels. Ondersoek, voorkomingswerk, uittrekkings en X-strale: Valstande en herstelwerk daaraan tot 'n maksimum van R60 in 'n kalenderjaar: Met dien verstande dat die maksimum bystand wat gedurende 'n kalenderjaar ten opsigte van tandheelkundige dienste betaalbaar is, R80 vir 'n lid wat geen afhanklikes het nie en R120 vir 'n lid met afhanklikes is;

(vi) 80 persent van die gelde vir 'n bevalling, ten opsigte van die dokter, verpleging en hospitaalbehandeling, met inbegrip van versorging vóór en ná geboorte: Met dien verstande dat die maksimum bystand wat gedurende 'n kalenderjaar ten opsigte van 'n bevalling betaalbaar is, R80 in die geval van 'n normale geboorte en R120 in die geval van 'n keisersnee is: Voorts met dien verstande dat die lid minstens een jaar lank lid van die Fonds moes gewees het; en

(vii) 80 persent van die koste van 'n bril slegs vir die lid, met 'n maksimum van R30 per jaar.

(b) Tariewe van mediese gelde kan 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 subparagraph (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 ses maande van sy lidmaatskap aangegaan is nie.

(d) Vroue 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 goeë dunnke 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 ontstaan ten opsigte van 'n lid of sy afhanklike wat teen sodanige uitgawe gedek word deur 'n aansienlike polis of kragtens enige wet wat voorsiening maak vir die betaling van Ongevallebystand of vir enige soortgelyke bystand, of ingeval '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, bekend gemaak 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) The maximum benefits payable to a member during any calendar year, beginning on 1 January, shall be:

- (i) Where a member has no dependants, R400.
- (ii) Where the member has one dependant, R800.
- (iii) Where the member has more than one dependant, R1 000:

Provided, however, that in respect of attention required by the member only the maximum benefits payable in terms hereof for any one calendar year may at the discretion of the Governing Board be increased by any amount not used during the preceding calendar year. This provision does not apply in the case of pensioners or their dependants.

(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 opticians, other than that mentioned in paragraph 5 (a) (vii);
- (iv) any medical expense incurred by a member or dependant who, whilst driving a motor propelled vehicle under the influence of alcohol, is injured in an accident for which he is responsible;
- (v) the cost of vaccination or inoculation (e.g. anti-diphtheria, whooping cough, tetanus, poliomyelitis or typhoid injections);
- (vi) the cost of surgical appliances such as boots, abdominal belts, artificial limbs or elastic stockings, etc.;
- (vii) any charges incurred in consulting Chiropractors, Naturopaths, Homeopaths or Osteopaths;
- (viii) 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 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 amounts 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 as debt due by such member to the Fund. Under no circumstances shall the Fund be liable for the payment of any amount in excess of the maximum benefits mentioned in paragraph 5 (f) less any amount which may be due by the member concerned to the Fund in respect of any claim previously paid in full.

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

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

- (i) Waar 'n lid geen afhanklikes het nie, R400.
- (ii) Waar 'n lid een afhanklike het, R800.
- (iii) Waar 'n lid meer as een afhanklike het, R1 000:

Met dien verstande egter dat ten opsigte van die aandag wat slegs die lid nodig het die maksimum bystand wat hierkragens vir 'n kalenderjaar betaalbaar is na goedgekeurde van die Beheerraad verhoog kan word met die bedrag wat nie gedurende die vorige kalenderjaar gebruik is nie. Hierdie bepaling is nie van toepassing in die geval van pensioentrekkers of hul afhanklikes nie.

(g) Behoudens andersluidende besluite deur die Beheerraad, is die Fonds nie aanspreeklik nie 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 oogkundiges, uitgesonderd dié genoem in paragraaf 5 (a) (vii);
- (iv) mediese uitgawes aangegaan deur 'n lid of afhanklike wat, terwyl hy 'n motorvoertuig onder die invloed van alkohol bestuur, beseer word in 'n ongeluk waarvoor hy verantwoordelik is;
- (v) die koste van inenting of inspuiting (bv. inspuitings teen witseerkeel, kinkhoes, klem in die kaak, poliomiëlitis of ingewandskoors);
- (vi) die koste van chirurgiese toestelle soos stewels, buikgordels, kunsledemate of elastiese kouse, ens.;
- (vii) koste aangegaan deur chiropraktisyns, naturopate, homeopate of osteopate te raadpleeg;
- (viii) ambulansgelde.

(h) Behoudens andersluidende besluite deur die Beheerraad, is die bystand uit die Fonds nie betaalbaar ten opsigte van lede of afhanklikes wat buite die Republiek van Suid-Afrika, Suidwes-Afrika, Rhodesië of Zambië gedomicilieer is nie.

(i) Die bystand wat kragens hierdie reëls beskikbaar is, hang daarvan af of die beskikbare fondse na die mening van die Beheerraad voldoende is om aan alle eise te voldoen. Geen besondere bedrag word of as verskuldig of betaalbaar geag tot tyd en wyl dié besondere eis vir betaling kragens 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 gestaaft word deur bona fide-rekenings of ander bewyse tot bevrediging van die Raad. Behalwe waar die Beheerraad anders besluit, is geen bystand hoegenaamd betaalbaar nie tensy die eis binne drie maande vanaf die datum van staking van mediese behandeling ingedien word. Rekenings moet maandeliks ingedien word.

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

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

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

7. ADMINISTRATION

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

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

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

(d) The Governing Board may in its discretion—

(i) guarantee on behalf of the Fund the fees of medical practitioners to the extent permitted by these rules; and

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

8. DEFINITIONS

For the purposes hereof—

“skilled employee” means an employee for whom minimum wage rates are prescribed in section 6 (1) (a), (b) and (c), section 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Table 19 of section 36, Table 22 of section 40 and Table 25 of section 43, and each process mounter entitled to not less than the top rate of wages mentioned in Table 4 of the Main Agreement;

“semi-skilled employee” means an employee, other than a skilled employee, a driver of a motor vehicle, a screen worker, a screen printing probationer or a labourer, for whom a minimum wage rate is prescribed in the Main Agreement.

ANNEXURE E

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

1. NAME

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

2. OBJECTS

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

3. WEEKLY ALLOWANCES

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

4. COST OF TRAINING

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

5. PERMISSION TO BE OBTAINED BEFORE BENEFICIARY WORKS IN INDUSTRY

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

6. APPLICATIONS FOR BENEFITS

All applications for benefits shall be made by the local Agent of the Council on behalf of the 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

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 kan 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 kan na goeëddunke die Raad versoek om tjeks te trek ten gunste van die S.A. Typographical Union by sodanige tussenpose as wat hy mag bepaal vir die geraamde bedrag van moontlike eise.

(d) Die Beheerraad kan na goeëddunke—

(i) namens die Fonds die gelde van mediese praktisyne 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 verlang word, met die doel om so 'n rekening te open of te bestuur.

8. WOORDOMSKRYWING

Vir die toepassing hiervan beteken—

“geskoolde werknemer” ’n werknemer vir wie minimum loonskaal voorgeskryf word in klousule 6 (1) (a), (b) en (c), klousule 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Tabel 19 van klousule 36, Tabel 22 van klousule 40 en Tabel 25 van klousule 43, en elke chemiemonterder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoofdooreenkoms gemeld;

“halfgeskoolde werknemer” ’n werknemer, uitgesonderd ’n geskoolde werknemer, ’n motorvoertuigdrywer, ’n skermwerker, ’n skermdrukproefwerker of ’n arbeider, vir wie ’n minimum loonskaal in die Hoofdooreenkoms voorgeskryf word.

AANHANGSEL E

DIE OORTOLLIGHEIDSFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBLAD-NYWERHEID 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 met die Fonds is om voorsiening te maak vir die betaling van toelaes aan werknemers wat hul gewone werk verloor het, of ’n vermindering van hul verdienvermoë gelyk het as ’n regstreekse gevolg van tegniese veranderings in produksiemetodes, en/of die koste van opleiding van sulke werknemers in ’n ander ambag of beroep.

3. WEEKLIKSE TOELAES

Na die goeëddunke van die Staande Komitee van die Raad kan die betaling van ’n weeklikse toelae van ’n bedrag waarvoor die komitee mag besluit volgens die omstandighede van die besondere geval, gemagtig word. Hierdie toelaes is *ex gratia*-betaalbaar en kan te eniger tyd deur die Staande Komitee na goeëddunke opgeskort of ingetrek word. Die Staande Komitee kan ook na goeëddunke 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 van die Raad kan na goeëddunke 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 ambag of beroep.

5. TOESTEMMING MOET VERKRY WORD VOORDAT BEGUNSTIGDE IN NYWERHEID WERK

Begunstigdes mag nie diens in die Nywerheid aanvaar nie behalwe op 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 agent van die Raad namens die 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 volke besonderhede bevat van die grond waarop,

full particulars of the grounds which, it is felt, justify the granting of benefits and include particulars concerning the age, trade or occupation, length of service in the Industry, period of membership of the S.A. Typographical Union, and the amount of benefits drawn from the Joint Unemployment Fund by the applicant as well as all other relevant circumstances. In cases where no Joint Board has jurisdiction, applications shall be submitted direct to the Standing Committee.

7. JOINT BOARD TO MAKE RECOMMENDATION

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

8. 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 F

THE TRAINING SCHEMES FUND OF THE NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA

1. NAME

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

2. OBJECTS

The present purpose of the Fund is to refund to employers of apprentices, as defined in the Apprenticeship Act, 1944, the following amounts:

(a) The tuition and examination fees charged by the technical college or other institution which an apprentice is required to attend, or from which an apprentice is required to take a correspondence course, in terms of the Conditions of Apprenticeship for the Industry as promulgated from time to time in terms of the Apprenticeship Act, 1944;

(b) the minimum remuneration payable to any such apprentice who is required to attend at a technical college or other institution as contemplated by subparagraph (a) for the period of such attendance or, in the case of a correspondence course student, the time required to be spent on studying such course;

(c) at the sole discretion of the Standing Committee, up to 90 per cent of the cost of traveling and hostel accommodation expenses of apprentices of the class mentioned in subparagraph (a) who are required to attend at a technical college or other institution which is not within reasonable daily travelling distance of their homes.

For the purposes of this subparagraph the decision of the Standing Committee whether a technical college or other institution is situated within reasonable daily travelling distance of an apprentice's home shall be final;

(d) the minimum remuneration payable to an apprentice who is required to undergo a trade test at the Central Organisation for Trade Testing at Olifantsfontein, Transvaal, for the time taken up by such test, including travelling to and from Olifantsfontein by first available trains in order to undergo the test.

3. REFUNDS

Refunds shall be made for the first time in respect of the January to April 1973 block and thereafter, in respect of each subsequent block. The other refunds mentioned herein shall be payable as from 1 January 1973.

4. CLAIMS

(a) Claims shall be submitted to the Secretary of the National Industrial Council of the Printing and Newspaper Industry of South Africa, P.O. Box 2775, Cape Town, on forms approved and issued by the Standing Committee and shall be supported by such additional information or documents as the Standing Committee may determine.

(b) Claims shall be submitted within two months of the close of the block to which they refer or within two months of the trade test or examination, as the case may be.

(c) Unless otherwise decided by the Standing Committee, no payment shall be made in respect of a late claim nor in respect of a claim where the employer has failed to supply the Standing Committee with all the information or documents required by it,

na gemeen word, die toestaan van bystand regverdig en besonderhede insluit betreffende die ouderdom, ambag 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 aansoek 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. UITVOERENDE KOMITEE KAN BESLISSINGS VAN STAANDE KOMITEE BEKRAGTIG OF WYSIG

Die Uitvoerende Komitee moet op sy volgende vergadering verwittig word van elke beslissing deur die Staande Komitee. Die Uitvoerende Komitee kan enige beslissing van die Staande Komitee bekragtig of wysig.

AANHANGSEL F

DIE OPLEIDINGSKEMASFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBLAD-NYWERHEID VAN SUID-AFRIKA

1. NAAM

Die huidige doel met die Fonds is om aan werkgewers van die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

2. DOELSTELLINGS

Die huidige doel met die Fonds is om aan werkgewer van vakleerlinge, soos omskryf in die Wet op Vakleerlinge, 1944, die volgende bedrae terug te betaal:

(a) Die klas- en eksamenbelde wat gevra word deur die tegniese kollege of ander inrigting wat 'n vakleerling moet bywoon of waarvan hy 'n korrespondensiekursus moet volg ooreenkomstig die Voorwaardes van Vakleerlingskap vir die Nywerheid soos van tyd tot tyd afgekondig word ingevolge die Wet op Vakleerlinge, 1944;

(b) die minimum besoldiging betaalbaar aan 'n vakleerling wat 'n tegniese kollege of ander inrigting ooreenkomstig subparagraaf (a) moet bywoon vir die tydperk van sodanige bywoning of, in die geval van 'n vakleerling wat 'n korrespondensiekursus moet volg vir die tyd wat hy aan die studie van sodanige kursus moet wy;

(c) na volstrekte goedvinde van die Staande Komitee, tot 90 persent van die reis- en koshuissakkommodasiekoste van vakleerlinge van die klas in subparagraaf (a) genoem wat 'n tegniese kollege of ander inrigting moet bywoon wat nie binne redelike daaglikse reisafstand van hul huise geleë is nie.

Vir die toepassing van hierdie subparagraaf is die beslissing van die Staande Komitee oor die vraag of 'n tegniese kollege of ander inrigting binne redelike daaglikse reisafstand van 'n vakleerling se huis geleë is, finaal;

(d) die minimum besoldiging betaalbaar aan 'n vakleerling wat 'n vaktoets moet aflê by die Sentrale Organisasie vir Vaktoets te Olifantsfontein, Transvaal, vir die tyd wat deur so 'n toets in beslag geneem word, met inbegrip van die reistyd na en van Olifantsfontein met die eerste beskikbare treine om die toets af te lê.

3. TERUGBETALINGS

Terugbetalings word vir die eerste keer gedoen ten opsigte van die groepkursus vir Januarie tot April 1973 en daarna ten opsigte van elke daaropvolgende groepkursus. Die ander terugbetalings hierin genoem, is betaalbaar vanaf 1 Januarie 1973.

4. EISE

(a) Eise moet by die Sekretaris van die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika, Posbus 2775, Kaapstad, ingedien word op vorms wat deur die Staande Komitee goedgekeur en uitgereik word en moet gestaaf word deur dié addisionele inligting of dokumente wat die Staande Komitee mag bepaal.

(b) Eise moet ingedien word binne twee maande na die afsluiting van die groepkursus waarop hulle betrekking het of binne twee maande na die aflegging van die vaktoets of eksamen, na gelang van die geval.

(c) Tensy die Staande Komitee anders besluit, word geen betaling gedoen ten opsigte van 'n eis wat laat ingedien word nie en ook nie ten opsigte van 'n eis waar die werkgewer versuim het om die Staande Komitee te voorsien van al die inligting of dokumente wat deur die Komitee vereis word nie.

5. PAYMENT OF FEES

(a) An employer shall advance to the technical college or institution concerned the class or course fees payable by an apprentice who is required, or who in terms of the Conditions of Apprenticeship elects, to attend any classes or follow correspondence courses and may claim a refund of such fees from the Fund. Should the apprentice fail to produce a certificate from the technical college or institution that he has obtained satisfactory marks for diligence and progress and, subject to authorised absences, attended at least 95 per cent of the possible number of classes, or in the case of a correspondence course satisfactorily completed at least 95 per cent of the full number of papers during that calendar year, the amount of the fees shall be deducted from the wages of the apprentice by instalments of not more than R2 per week. The amount so deducted shall be paid by the employer to the Fund.

(b) An employer shall advance to the technical college or institution concerned the examination fees payable by an apprentice who is required, or who in terms of the Conditions of Apprenticeship elects, to enter for any examination, and may recover the amount advanced from the Fund. Should the apprentice fail to pass the examination in any subject, the examination fees for that subject shall be deducted by the employer from the wages of the apprentice by instalments of not more than R1 per week. The amount so deducted shall be paid by the employer to the Fund.

(c) An employer shall advance the train fare and hostel fees payable by an apprentice, who in order to attend prescribed classes or enter for any examination, is required to live at a college hostel and may recover 90 per cent of the amount so advanced from the Fund and the balance of 10 per cent from the apprentice.

Signed at Johannesburg this 12th day of February 1975.

L. E. A. SLATER, Employers' Representative, Chairman of the Council.

J. J. CLAASSENS, Employees' Representative.

T. S. CLEARY, Secretary of the Council.

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' organisations") 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 Fund;

"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 an employee for whom minimum wage rates are prescribed by section 6 (1) (a), (b) and (c), section 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Table 19 of section 36, Table 22 of section 40 and Table 25 of section 43 and a process mounter entitled to not less than the top rate of wages mentioned in Table 4 of the Main Agreement, and "Grade I membership" has a corresponding meaning;

5. BETALING VAN GELDE

(a) 'n Werknemer moet aan die betrokke tegniese kollege of inrigting die klas- of kursusgelde voorskiet wat deur 'n vakleerling betaalbaar is van wie vereis word, of wat ingevolge die Voorwaardes van Vakleerlingskap verkies, om klasse by te woon of korrespondensiekursusse te volg, en kan terugbetaling van sodanige gelde van die Fonds eis. Indien die vakleerling nie 'n sertifikaat van die tegniese kollege of inrigting kan toon dat hy gedurende dié jaar bevredigende punte vir werkywer en vordering behaal het en, behoudens gemagtigde afwesigheid, minstens 95 persent van die moontlike getal klasse bygewoon het, of in die geval van 'n korrespondensiekursus minstens 95 persent van die volle getal werkopdragte voltooi het nie, moet die gelde in paaiemente van hoogstens R2 per week van die vakleerling se loon afgetrek word. Die bedrag wat aldus afgetrek word, moet deur die werkgever aan die Fonds inbetaal word.

(b) 'n Werkgever moet aan die betrokke tegniese kollege of inrigting die eksamengelde voorskiet wat deur 'n vakleerling betaalbaar is van wie vereis word, of wat ingevolge die Voorwaardes van Vakleerlingskap verkies, om vir 'n eksamen in te skryf, en kan die bedrag wat voorgeskiet is op die Fonds verhaal. Indien die vakleerling in die eksamen in 'n vak druipt, moet die eksamengelde vir dié vak deur die werkgever in paaiemente van hoogstens R1 per week van die vakleerling se loon afgetrek word. Die bedrag wat aldus afgetrek word, moet deur die werkgever aan die Fonds inbetaal word.

(c) 'n Werkgever moet die treingeld en die koshuisgelde voorskiet wat deur 'n vakleerling betaalbaar is van wie vereis word om by 'n kollegekoshuis in te woon ten einde voorgeskrewe klasse by te woon of vir 'n eksamen in te skryf, en kan 90 persent van die bedrag aldus voorskiet op die Fonds en die balans van 10 persent op die vakleerling verhaal.

Op hede die 12de dag van Februarie 1975, in Johannesburg onderteken.

L. E. A. SLATER, Werkgevers se Verteenwoordiger, Voorsitter van die Raad.

J. J. CLAASSENS, Werknemers se Verteenwoordiger.

T. S. CLEARY, Sekretaris van die Raad.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE DRUK- EN
NUUSBLADNYWERHEID VAN SUID-AFRIKA
PENSIOENFONDSOOREENKOMS

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

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa

(hierna die "werkgeversorganisasie" genoem), aan die een kant, en die

South African Typographical Union

(hierna 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 uitdrukings wat die manlike geslag aandui, ook vroue 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 Fonds afhanklik was;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad;

"Fonds" die Pensioenfonds in klousule 3 hiervan genoem;

"Beheerraad" die Beheerraad van die vakvereniging;

"Graad I-lid" 'n werknemer vir wie minimum loonskale in klousule 6 (1) (a), (b) en (c), klousule 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Tabel 19 van klousule 36, Tabel 22 van klousule 40 en Tabel 25 van klousule 43 voorgeskryf is en 'n chemiemonteerder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoofdooreenkoms vermeld, en "Graad I-lidmaatskap" het 'n ooreenstemmende betekenis;

"Grade II member" means a member of the Fund who is not a Grade I member, and "Grade II membership" has a corresponding meaning but includes Grade III membership of the Union of an apprentice from 1 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;

"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 1 July 1959, or suspension by the Union or, in the case of non-members of the Union, membership of the Fund;

"new member" means a person who was admitted to membership of the Union on or after 1 July 1959 or in the case of non-Union members to membership of the Fund after 31 December 1974;

"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 30 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: 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.

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' organisations 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 31 December 1977, or for such period as may be determined by him.

3. CONTINUATION OF THE 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 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 R. 2391, dated 20 December 1974.

(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 by the local agent of the Council.

(4) All claims for benefits must be submitted in writing by the claimant to the local Regional Secretary-Organiser of the Union or direct to the Headquarters of the Union where the member does not fall under the jurisdiction of a Branch in the case of Union members and to the local agent of the Council in the case of non-Union members. A claimant shall furnish all information required from him.

(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-Organiser of the Union or the General Secretary-Organiser of the Union, as the case may be, or, in the case of non-Union members, the local agent, or the Secretary of the Council of the grounds upon which he bases his appeal, within a period of one month of the decision by the Governing Board. 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 through the Headquarters of the Union in the case of Union members or direct to the Council in the case of

"Graad II-lid" 'n lid van die Fonds wat nie 'n Graad I-lid is nie, en "Graad II-lidmaatskap" het 'n ooreenstemmende betekenis maar sluit in Graad III-lidmaatskap van die vakvereniging van 'n vakleerling vanaf 1 Julie 1959;

"onaktiewe lid" iemand wat 'n onaktiewe lid van die vakvereniging is volgens die konstitusie van daardie liggaam en "onaktiewe lidmaatskap" het 'n ooreenstemmende betekenis;

"Nywerheid" die Druk- en Nuusbladnywerheid van Suid-Afrika;

"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 of, in die geval van nie-lede van die vakvereniging, lidmaatskap van die Fonds;

"nuwe lid" iemand wat op of na 1 Julie 1959 tot lidmaatskap van die vakvereniging toegelaat is of, in die geval van nie-lede van die vakvereniging, na 31 Desember 1974 tot lidmaatskap van die Fonds 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;

"pensioenleef tyd" die ouderdom van 65 jaar in die geval van mans of 55 jaar in die geval van vroue;

"Staaende Komitee" die Staaende Komitee van die Raad;

"vakvereniging" die South African Typographical Union;

"weduwee" die weduwee van 'n afgestorwe lid: 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. TOEPASSINGSBESTEK EN GELDIGHEIDSTERMYN VAN OOREENKOMS

(1) Hierdie Ooreenkoms is oral in 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, werksaam 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 1977, 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 bydres aan of ten opsigte van lede toe te ken, word hierby voortgesit.

4. HERROEPING VAN VORIGE REGULASIES

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 Ooreenkoms gepromulgeer by Goewermenskennigsew R. 2391 gedateer 20 Desember 1974.

(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 hierkragtens betaalbaar is, moet deur die plaaslike agent van die Raad betaal word.

(4) Alle eise om bystand moet skriftelik deur die eiser by die plaaslike Streeksekretaris-organiseerder van die vakvereniging ingedien word of regstreeks by die vakvereniging se hoofkantoor waar die lid in die geval van lede van die vakvereniging, nie onder die jurisdiksie van 'n tak val nie, en by die plaaslike agent van die Raad in die geval van nie-lede van die vakvereniging. 'n Eiser moet al die inligting verskaf wat van hom vereis word.

(5) Die Beheerraad moet tot 'n beslissing geraak oor 'n eis en die eiser in kennis stel van sy beslissing.

(6) 'n Eiser wat nie met 'n beslissing van die Beheerraad tevrede is nie, kan hom teen sodanige beslissing op die Uitvoerende Komitee beroep deur die plaaslike Streeksekretaris-organiseerder of die Algemene Sekretaris-organiseerder van die vakvereniging, na gelang van die geval, of, in die geval van nie-lede van die vakvereniging, die plaaslike agent of die Sekretaris van die Raad binne 'n tydperk van 'n maand na die Beheerraad se beslissing in kennis te stel van die gronde waarop hy sy appèl baseer. Die appellant moet van die beslissing van die Uitvoerende Komitee in kennis gestel word. Indien hy nog nie tevrede is nie kan hy binne 'n maand na die beslissing van die Uitvoerende Komitee hom andermaal op die Raad beroep deur middel van die hoofkantoor van die vakvereniging as hy lid van die vakvereniging

non-Union members 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;
- (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. MEMBERSHIP

(1) All employees, other than drivers of motor vehicles, screen workers, screen printing probationers and labourers, for whom minimum wage rates are prescribed in the Main Agreement and for whom contributions are payable to the Fund in terms of section 18 (3) of that Agreement, shall be members of the Fund.

(2) 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 member of the Fund when his full-time service began, and also any period of contributory inactive membership of the Union.

(3) 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 12 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 12 months.

(4) A person, who becomes a member of the Fund on or after 1 January 1975 and who was previously a member of the Labourers' Benefit Fund, shall be credited with back membership of the Fund according to the formula determined by the Actuary: Provided, however, that the benefits payable by the Fund to or in respect of such a person shall not be less than what would have been paid had he remained a member of the Labourers' Benefit Fund. The amount required shall be transferred from the Labourers' Benefit Fund to the Fund as and when required.

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.

is of regstreeks op die Raad as hy nie lid van die vakvereniging is nie, en dan het hy die reg om voor die Raad te verskyn ter ondersteuning van sy saak. Die beslissing van die Raad is finaal en bindend vir almal.

(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 geoktrooieerde rekenmeesters twee keer per jaar geouditeer word en finansiële state moet opgestel 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 balanstaat wat die bates en laste van die Fonds aan die einde van elke halfjaar toon. Ware kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeursverslag daaroor, moet daarna ter insae lê op die kantoor van die Raad. Gewaarmerkte kopieë van die state balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie 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 betalings 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) 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. LIDMAATSKAP

(1) Alle werknemers, uitgesonderd motorvoertuigdrywers, skermwerkers, skermdrukproefwerkers en arbeiders, vir wie minimum loonskale in die Hoofdooreenkoms voorgeskryf word en vir wie bydraes aan die Fonds betaalbaar is ingevolge klousule 18 (3) van daardie Ooreenkoms, is lede van die Fonds.

(2) Wanneer 'n lid se lidmaatskapydperk 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 Graad I- of Graad II-lid van die Fonds was toe sy voltydse diens begin het, asook elke tydperk van bydraende onaktiewe lidmaatskap van die vakvereniging.

(3) 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, kan die Beheerraad ten opsigte van 'n aansoek om 'n toelae soos in klousule 9, 10 of 11 bedoel, na goedvinde en na ooreweging van die aanbeveling van die betrokke takkomitee van die vakvereniging, daardie lid se tydperk van lidmaatskap só vasstel 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.

(4) Iemand wat op of na 1 Januarie 1975 lid van die Fonds word of wat voorheen lid van die Arbeidershulpfonds was, moet teruggedateerde lidmaatskap van die Fonds verkry volgens die formule deur die Aktuaris bepaal: Met dien verstande egter dat die bystand wat deur die Fonds aan of ten opsigte van sodanige persoon betaalbaar is, minstens soveel moet wees as wat aan hom betaal sou gewees het indien hy lid van die Arbeidershulpfonds gebly het. Die vereiste bedrae moet, na gelang nodig, van die Arbeidershulpfonds na die Fonds oorgeplaas word.

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 een maand vanaf die datum van sy oorpasing te kies, word geag te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees.

(2) A member referred to in subsection (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 subsections (4), (5) and (6) shall apply *mutatis mutandis*: Provided, however, that the Executive Committee, may, in its discretion, authorise the acceptance of the arrear contribution and on payment thereof in accordance with the decision by that Committee, the provisions of this subsection shall not apply in respect of the non-payment of those contributions:

(4) A new member, referred to in subsection (1), who has elected, or is deemed to have elected, that his inactive membership shall be non-contributory shall, subject to the provisions of subsection (6) be deemed to have forfeited all his interest in the Fund. An old member, referred to in subsection (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—

(a) fails to make his election within one month from the date of his transfer; or

(b) who elects to retain his interest in the Fund but fails or is not permitted to transfer back to full membership of the Union within two years of the date of his transfer;

shall be deemed to have elected to forfeit his interest: Provided that the position set out under (b) above shall not apply to a member who transferred to inactive membership before 31 December 1974 until the expiry of two years from that date.

(5) The provisions of section 7 shall apply in respect of an old member, referred to in subsection (4), who has elected to retain his interest in the Fund. Section 7 shall also apply to persons who were inactive members on 31 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 1 July 1959 until 31 December 1970, an amount of R24 in respect of Grade I membership and R12 in respect of Grade II membership. Similarly, there shall be paid in respect of each complete year (12 months) of membership from 1 January 1971 an amount of R48 in respect of Grade I membership and R24 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 subsection. Should a person, who is entitled to claim payment in terms of this subsection, 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. A person who has been granted benefits from the N.I.C. Benevolent Fund is not entitled to any payment in terms of this subsection.

(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 subsection (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 subsection (6) hereof shall apply *mutatis mutandis* in respect of a member mentioned in this subsection who has elected, or is deemed to have elected, to forfeit his interest in the Fund.

(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

(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, moet vanaf die datum waarop daar versuim word om die bydraes te betaal, geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, en die bepalinge van subklousule (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 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, moet, behoudens subklousule (6), geag word 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—

(a) versuim om binne 'n maand vanaf die datum van sy oorpasing te kies, of

(b) verkies om sy belange in die Fonds te behou maar wat versuim of nie toegelaat word om binne twee jaar vanaf die datum van sy oorpasing terug te gaan na volle lidmaatskap van die vakvereniging nie;

moet geag word te verkies het om sy belange te verbeur: Met dien verstande dat die posisie soos in (b) hierbo uiteengesit nie van toepassing is op 'n lid wat voor 31 Desember 1974 na onaktiewe lidmaatskap oorgegaan het voor die verstryking van twee jaar vanaf die datum nie.

(5) Klousule 7 is van toepassing ten opsigte van 'n ou lid, in subklousule (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 bepalinge 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 elk voltooide jaar (12 maande) lidmaatskap vanaf 1 Julie 1959 tot 31 Desember 1970 'n bedrag van R24 ten opsigte van Graad I-lidmaatskap en 'R12 ten opsigte van Graad II-lidmaatskap betaal word. Insgelyks moet daar ten opsigte van elke voltooide jaar (12 maande) lidmaatskap vanaf 1 Januarie 1971 'n bedrag van R48 ten opsigte van Graad I-lidmaatskap en R24 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 ses 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. Iemand aan wie voordele uit die N.N.R. se Bystandsfonds toegeken is, is nie op betaling kragtens hierdie subklousule geregtig nie.

(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. 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 een 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. 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) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, kan die Beheerraad, na goeddunke, 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

which would have been payable as a mortality grant in terms of section 13 in respect of the member's membership before 30 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.

(10) A member who is not a member of the Union and who leaves the Industry, or is no longer employed on work for which a minimum wage is prescribed in the Main Agreement, shall be deemed to have forfeited his interest in the Fund and shall be paid in respect of each complete year (12 months) of membership an amount of R48 in respect of Grade I membership and R24 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 subsection. Should a person, who is entitled to claim payment in terms of this subsection, 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. A person who has been granted benefits from the N.I.C. Benevolent Fund is not entitled to any payment in terms of this subsection.

9. RETIREMENT ALLOWANCES

(1) A retirement allowance shall be granted to a member who has completed not less than 20 years' membership and has attained the pensionable age: Provided, however, that a male, who was a member of the Union on 30 June 1959, and who has completed not less than 40 years' membership shall be eligible for the allowance at any time after he has attained the age of 60 years.

(2) The maximum allowance payable shall be:

Grade I members: R24 per week.

Grade II members: R15 per week.

(3) In order to qualify for the maximum allowance, a member must have completed not less than 40 years' membership: Provided, however, that an old member who, because of his age when he was first admitted to membership, is unable to complete 40 years' membership, shall qualify for the maximum allowance after not less than 25 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 40: 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 40 years of membership, shall be calculated in the proportion of the maximum allowance that the number of years of membership bears to 25. In no case shall the allowance payable exceed the maximum allowance mentioned in subsection (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 section, 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, if he is a member of the Union, 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 subsection.

(7) The provisions of subsection (6) shall not apply in the case of a pensioner who was granted a retirement allowance on reaching not less than the pensionable age of 65 years, in the case of males, and 55 years, in the case of females. In such a case the member may continue to do work normally done by a member of the Union, provided that full contributions to the Fund are paid. Such additional service shall, however, not be regarded as membership of the Fund justifying an increase in the retirement allowance being paid, but on finally ceasing work in the Industry the member shall be paid in respect of each complete year (12 months) of such additional service an amount of R48 in the case of a Grade I member and R24 in the case of a Grade II member.

10. INCAPACITY CASES

(1) A retirement allowance shall be granted to a member, who has completed not less than 20 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.

betaal van hoogsens 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 hierdie Ooreenkoms of ingevolge die regulasies wat voorheen op die Fonds van toepassing was, verbeur het of geag word dit te verbeur het nie.

(10) 'n Lid wat nie lid van die vakvereniging is nie en wat die Nywerheid verlaat, of wat nie meer werk verrig waarvoor 'n minimum loon in die Hoofdooreenkoms voorgeskryf word nie, moet geag word sy belange in die Fonds te verbeur het en moet ten opsigte van elke voltooide jaar (12 maande) lidmaatskap 'n bedrag van R48 betaal word ten opsigte van Graad I-lidmaatskap en R24 ten opsigte van Graad II-lidmaatskap. Niks meer hoegenaamd is verskuldig of betaalbaar aan of ten opsigte van 'n lid wat daarop geregtig is om die betaling te eis wat in hierdie subklousule genoem word nie. Indien iemand wat daarop geregtig is om betaling ingevolge hierdie subklousule te eis, versuim om sy eis in te dien binne 'n tydperk van ses maande na die gebeurtenis wat hom op die daarop geregtig maak om die eis in te stel, moet die bedrag wat verskuldig is ten gunste van die Fonds verbeur word, tensy die Beheerraad anders besluit. Iemand aan wie bystand uit die N.N.R. se Bystandsfonds toegestaan is, is nie op enige betaling ingevolge hierdie subklousule geregtig nie.

9. AFTREETOELAES

(1) 'n Aftreetoelae moet toegestaan word aan 'n lid wat minstens 20 jaar lidmaatskap voltooi het en die pensioenleeftyd 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: R24 per week.

Graad II-lede: R15 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 klousule toegeken is, mag geen werk wat gewoonlik deur 'n lid van die vakvereniging verrig word, in die Nywerheid verrig sonder om eers die toestemming van die staande Komitee te verkry nie. Indien toestemming verleen word, moet die lid, indien hy 'n lid van die vakvereniging is, 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 versuim om die bepaling van hierdie subklousule na te kom, betaal word nie.

(7) Subklousule (6) is nie van toepassing nie in die geval van 'n pensioentrekker aan wie 'n aftreetoelae toegeken is by die bereiking van minstens die pensioenleeftyd van 65 jaar, in die geval van mans, en 55 jaar, in die geval van vroue. In so 'n geval kan die lid voortgaan om werk te verrig wat normaalweg verrig word deur 'n lid van die vakvereniging, mits die volle bydraes aan die Fonds betaal word. Sodanige addisionele diens word egter nie beskou as lidmaatskap van die Fonds wat 'n verhoging regverdig in die aftreetoelae wat betaal word nie maar wanneer 'n lid finaal ophou om in die Nywerheid te werk, word hy ten opsigte van elke voltooide jaar (12 maande) van sodanige addisionele diens 'n bedrag van R48 betaal, in die geval van 'n graad I-lid, en R24 in die geval van 'n graad II-lid.

10. ONGESKIKTHEIDSGEVALLE

(1) 'n Aftreetoelae moet toegestaan word aan 'n 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) 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 the maximum allowance shall in no case be exceeded: 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 subsection (2).

11. ALLOWANCE FOR WIDOWS AND DEPENDANTS

(1) Should a member who has completed not less than 20 years' membership die before having been granted a retirement allowance in terms of section 9 or 10, the deceased member's widow may, at the discretion of the Governing Board, be paid one quarter of the allowance the member would have been paid had he not died, until such time as she either dies or re-marries. Similarly, at the discretion of the Governing Board, a further one quarter of the allowance may be paid while there are one or more child dependants. Unless otherwise decided by the Governing Board, a child on reaching the age of 18 years shall cease to be regarded as a dependant. For the purposes of this subsection the deceased member shall be deemed to have reached the pensionable age at the date of his death.

(2) The widow of a deceased member who dies after he had been granted a retirement allowance in terms of section 9 or 10 may, at the discretion of the Governing Board, be paid one quarter of the allowance the member would have been paid had he not died, until such time as she either dies or re-marries. Similarly, at the discretion of the Governing Board, a further one quarter of the allowance may be paid while there are one or more child dependants. Unless otherwise decided by the Governing Board, a child on reaching the age of 18 years shall cease to be regarded as a dependant.

(3) Should the widow or other dependant of a deceased member, who has been granted an allowance in terms of this section, contract a marriage, no further payment in terms of this section 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 or after two years' membership in the case of non-Union members and who leaves the Industry, shall be paid a retiral grant of R2 for each complete year (12 months) of membership up to 30 June 1959, and of R24 for each complete year (12 months) of Grade I membership and of R12 for each complete year (12 months) of Grade II membership from 1 July 1959 until 31 December 1970. Similarly there shall be paid in respect of each complete year (12 months) of membership from 1 January 1971 an amount of R48 in respect of Grade I membership and R24 in respect of Grade II membership. 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 section 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 or left the Industry.

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 in respect of deaths after 31 December 1970 shall be in accordance with the number of complete years (12 months) of membership and shall be ascertained as follows:

Grade I: R100 on death during the first five years of membership, thereafter increasing at the rate of R12 a year to a maximum of R400 in all.

Grade II: R100 on death during the first five years of membership, thereafter increasing at the rate of R6 a year to a maximum of R200 in all:

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) Die maksimum toelae wat in sodanige gevalle betaalbaar is, moet bereken word in die verhouding van die maksimum toelae, gemeld 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: Voorts met dien verstande dat die Beheerraad die verdienvermoë van die ongeskikte lid in enige beroep van watter aard ook al, behoorlik in ag moet neem by die vasstelling van die toelae wat in elke besondere 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 lid wat minstens 20 jaar lidmaatskap voltooi het, te sterwe kom voordat 'n aftreetoelae ingevolge klousule 9 of 10 aan hom toegestaan is, kan daar na goedvinde van die Beheerraad een kwart van die toelae wat aan die lid betaal sou gewees het as hy nie te sterwe gekom het nie, aan die afgestorwe lid se weduwee betaal word totdat sy of te sterwe kom of weer in die huwelik tree. Insgelyks kan daar na goedvinde van die Beheerraad 'n verdere een kwart van die toelae betaal word solank daar een of meer kinderafhanklikes is. Tensy die Beheerraad anders besluit, word 'n kind by die bereiking van die leeftyd van 18 jaar nie meer as 'n afhanklike beskou nie. Vir die toepassing van hierdie subklousule, word die afgestorwe lid geag die pensioenleefyd te bereik het op die datum van sy afsterwe.

(2) Die weduwee van 'n afgestorwe lid wat nadat 'n aftreetoelae ingevolge klousule 9 of 10 aan hom toegestaan is, te sterwe gekom het, kan na goedvinde van die Beheerraad een kwart van die toelae wat aan die lid betaal sou gewees het as hy nie te sterwe gekom het nie, betaal word totdat sy of te sterwe kom of weer in die huwelik tree. Insgelyks kan daar na goedvinde van die Beheerraad 'n verdere een kwart van die toelae betaal word solank daar een of meer kinderafhanklikes is. Tensy die Beheerraad anders besluit, moet 'n kind by die bereiking van die leeftyd van 18 jaar nie meer as 'n afhanklike beskou word nie.

(3) Indien die weduwee of ander afhanklike van 'n afgestorwe lid aan wie 'n toelae ingevolge hierdie klousule toegestaan is, in die huwelik tree, mag daar na die datum van sodanige huwelik geen verdere bedrag ingevolge hierdie klousule uit die Fonds aan daardie persoon betaal word nie.

12. AFTREETOEKENNINGS VIR VROULIKE LEDE

(1) 'n Vroulike lid wat haar proeftydperk vir bystand voltooi het soos deur die vakvereniging bepaal of wat twee jaar lid was in die geval van nie-lidmaatskap van die vakvereniging en wat 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 tot 31 Desember 1970, 'n toekenning van R24 vir elke voltooide jaar (12 maande) Graad I-lidmaatskap en R12 vir elke voltooide jaar (12 maande) Graad II-lidmaatskap. Insgelyks moet daar ten opsigte van elke voltooide jaar (12 maande) lidmaatskap vanaf 1 Januarie 1971 'n bedrag van R48 vir Graad I-lidmaatskap en R24 vir Graad II-lidmaatskap betaal word. Niks meer hoegenaamd is aan sodanige lid deur die Fonds betaalbaar nie.

(2) Tensy die Beheerraad anders besluit, is geen toekenning ingevolge hierdie klousule betaalbaar nie indien geen eis binne 'n tydperk van drie maande vanaf die datum waarop die betrokke lid as lid van die vakvereniging bedank het of die Nywerheid verlaat 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 bedrag betaalbaar ten opsigte van sterfgevallen na 31 Desember 1970, word bereken volgens die getal voltooide jare (12 maande) lidmaatskap en word soos volg bepaal:

Graad I: R100 by afsterwe gedurende die eerste vyf jaar lidmaatskap, en daarna verhoog met R12 per jaar tot 'n maksimum van R400 altesaam.

Graad II: R100 by afsterwe gedurende die eerste vyf jaar lidmaatskap, en daarna verhoog met R6 per jaar tot 'n maksimum van R200 altesaam:

Met dien verstande egter dat in die geval van 'n afgestorwe lid ten opsigte van wie geen ander voordeel hierkragtens betaalbaar is nie, die betaalbare sterftetoekenning minstens die bedrag moet wees wat kragtens klousule 8 (6) aan daardie lid betaalbaar sou gewees het as hy onmiddellik voor sy afsterwe 'n onaktiewe lid geword en die Nywerheid verlaat het.

(2) The provisions of this section shall in the case of Union members 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 subsection (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 subsection (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/Organiser of the Union or the Headquarters of the Union where the member does not fall under the jurisdiction of a Branch or with the local agent of the Council in the case of members who are not members of the Union. 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 subsection: 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 subsection (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) The grant payable in terms of this section shall be paid in instalments or in a lump sum, and at such time or times as the Governing Board may determine.

(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 subsection (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 made, a nomination in terms of subsection (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 on 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;

(2) Hierdie klousule is in die geval van lede van die vakvereniging van toepassing slegs 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 lidmaatskapydperk 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 sterftetoeëkennung 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 of by die plaaslike agent van die Raad in die geval van lede wat nie lede van die vakvereniging is nie. 'n Benoëming wat vir die doel van die sterftetrustfonds van die vakvereniging deur 'n lid gedoen is of 'n benoëming ingevolge vorige regulasies betreffende die Fonds, word geag 'n benoëming 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 benoëming ingevolge subklousule (4) gedoen is nie, kan die toeëkennung 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, kan die toeëkennung 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 toeëkennung wat ten opsigte van hom betaalbaar is, op 'n pro rata-grondslag bereken volgens die getal jare in elke graad gedien.

(8) Die toeëkennung wat ingevolge hierdie klousule betaalbaar is, moet in paaiemente of in 'n ronde som betaal word en op sodanige tyd of tye as wat die Beheerraad mag bepaal.

(9) Indien die Beheerraad na behoorlike navraag nie in staat is om binne ses maande na die datum van afsterwe van 'n lid, vas te stel waar die benoemde hom bevind nie, word daardie lid geag nie 'n benoëming te gedoen het nie en is subklousule (5) hiervan van toepassing.

(10) Indien die weduwee of ander afhanklike nie die toeëkennung binne 'n tydperk van nege maande vanaf die datum van afsterwe van die lid eis nie, is daar, tensy die Beheerraad anders besluit, geen toeëkennung ingevolge hierdie klousule betaalbaar nie in gevalle waar die afgestorwe lid nie 'n benoëming ingevolge subklousule (4) gedoen het of geag word dit te gedoen het nie.

14. VERBEURING VAN 'N BYSTAND

(1) Behoudens klousule 12, moet iemand wat uit die Fonds bedank of uitgesit word, geag word al sy belange in die Fonds te verbeur het: Met dien verstande egter dat 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 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 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 sielsiekgestig opgeneem word;

(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' organisations 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 subsection (1) until the Agreement expires, whereafter the Fund shall be liquidated.

(3) Any vacancy occurring on the Committee referred to in subsections (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 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 realise 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 authorised 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

(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. Daarbenewens 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 bepalings 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 Hulpfonds 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 binne 'n tydperk van twee jaar vanaf die datum van dié verstryking gesluit word nie, 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 gelikwedeer word. Gedurende genoemde tydperk van twee jaar of totdat dit voortgesit word by enige ander ooreenkoms of oorgeplaas word na enige ander fonds hierbo bedoel, moet die Fonds geadminestreer word deur 'n komitee bestaande uit vier persone genomineer deur die werkgewers-organisasies en vier persone genomineer deur die vakvereniging.

(2) Ingeval die Raad ontbind 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 geadminestreer word deur 'n komitee saamgestel soos bepaal in subklousule (1) totdat die Ooreenkoms verstryk, waarna die Fonds gelikwedeer 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, kan die Nywerheidsregistrator 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 gehandel en dit bestee moet word slegs vir die doeleindes van die Fonds en ooreenkomstig die bepalings 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 Nywerheidsregistrator onprakties of onwenslik maak, kan 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 jaargeldpolis, betaalbaar gedurende die lewe van die polishouer, van 'n geregistreerde lewensversekeringsmaatskappy koop vir alle persone wat aftreetoelae 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

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 were members of the Fund and 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 subsection (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.

Signed at Johannesburg this 12th day of February 1975.

L. E. A. SLATER, Employers' Representative, Chairman of the Council.

J. J. CLAASSENS, Employees' Representative.

T. S. CLEARY, Secretary of the Council.

No. R. 1232

27 June 1975

**INDUSTRIAL CONCILIATION ACT, 1956
PRINTING AND NEWSPAPER INDUSTRY.—
PENSION 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 the provisions of the Agreement which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1977, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(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 2, 7 (3), 8 (1) to (9) (inclusive), 13 (2) and 14 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1977, 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 with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1977, the provisions of the said Agreement, excluding those contained in sections 2, 7 (3), 8 (1) to (9) (inclusive), 13 (2) and 14 (1), 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.

so 'n lasgewing, moet dit op 'n regverdige grondslag verdeel word, soos deur 'n aktuaris aanbeveel, onder die lede wat op die datum van die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan, lede van die Fonds was en minstens 15 jaar lank lid was.

(2) Behoudens die lasgewing van die Nywerheidsregistrator, kan die likwidateur enige bedrag wat aan 'n lid ingevolge subklousule (1) verskuldig is, gebruik om van 'n geregistreerde lewensversekeringsmaatskappy 'n jaargeldpolis vir daardie lid te koop wat vanaf die pensioenleeftyd betaalbaar is, of kan hy die verskuldigde bedrag regstreeks aan die lid betaal.

(3) Die Fonds moet gelikwiede word deur die komitee of die trustee of trustees, in klousule 16 bedoel, na gelang van die geval.

Geteken in Johannesburg op hede die 12de dag van Februarie 1975.

L. E. A. SLATER, Werkgewers se Verteenwoordiger, Voorsitter van die Raad.

J. J. CLAASSENS, Werknemers se Verteenwoordiger.

T. S. CLEARY, Sekretaris van die Raad.

No. R. 1232

27 Junie 1975

**WET OP NYWERHEIDSVERSOENING, 1956
DRUK- EN NUUSBLADNYWERHEID.—
PENSIOENFONDSOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1977 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, uitgesonderd dié vervat in klousules 2, 7 (3), 8 (1) tot en met (9), 13 (2) en 14 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1977 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 2, 7 (3), 8 (1) tot en met (9), 13 (2) en 14 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1977 eindig, in die Republiek van Suid-Afrika *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.

CONTENTS

No.	Page
Labour, Department of Government Notices	
R.1231. Printing and Newspaper Industry: General Benefit Funds Agreement	1
R.1232. Printing and Newspaper Industry: Pension Fund Agreement	26

INHOUD

No.	Bladsy
Arbeid, Departement van Goewermentskennisgewings	
R.1231. Druk- en Nuusbladnywerheid: Algemene Bystandsfondseoreenkoms	1
R.1232. Druk- en Nuusbladnywerheid: Pensioen- fondsooreenkoms	26

