



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

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No. 8492

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 2744

24 December 1982

LABOUR RELATIONS ACT, 1956

PRINTING AND NEWSPAPER INDUSTRY.—
 MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1983 and for the period ending 31 December 1985 upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 3, 4 (1), 11 (4) (f), 18 (2), (3), (4) and (6) (b), 19 (1) (e) (i) and (2), 20 (2) (b), 23, 25 (1) and (2) (a), 59 and 64, shall be binding, with effect from 1 January 1983 and for the period ending 31 December 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 4 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

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

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

The South African Printing and Allied Industries Federation
 and

The Newspaper Press Union of South Africa

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

360—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 2744

24 Desember 1982

WET OP ARBEIDSVERHOUDINGE, 1956

DRUK- EN NUUSBLADNYWERHEID.—
 HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die op-skrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1983 en vir die tydperk wat op 31 Desember 1985 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; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 3, 4 (1), 11 (4) (f), 18 (2), (3), (4) en (6) (b), 19 (1) (e) (i) en (2), 20 (2) (b), 23, 25 (1) en (2) (a), 59 en 64, met ingang van 1 Januarie 1983 en vir die tydperk wat op 31 Desember 1985 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 4 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

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

OOREENKOMS

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

The South African Printing and Allied Industries Federation
 en

The Newspaper Press Union of South Africa

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

8492—1

The South African Typographical Union

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

1. ARRANGEMENT OF AGREEMENT

This Agreement is divided into 10 chapters as follows:

Chapter 1

Definitions and general provisions: Sections 2 to 5.

Chapter 2

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

Chapter 3

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

Chapter 4

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

Chapter 5

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

Chapter 6

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

Chapter 7

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

Chapter 8

Provisions regarding wages and holidays applicable in respect of factory aids in all sections of the Industry, other than the Duplicating Section: Sections 46 to 48.

Chapter 9

Provisions applicable to employers and employees engaged in the Duplicating Section: Sections 49 to 60.

Chapter 10

Exemptions and miscellaneous: Sections 61 to 66.

CHAPTER 1

2. DEFINITIONS

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

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

"apprentice" means an employee who is bound by a written contract of apprenticeship, registered in terms of the Manpower Training Act, 1981, or a minor employed in a designated trade with the written consent of the Registrar of Manpower Training;

"calendar year" means the period from 1 January until 31 December of any year;

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

"Chapel" means a group of employees in any establishment constituted as a Chapel in terms of the constitution of the trade union;

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

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

"designated trade" means a trade designated in terms of the Manpower Training Act, 1981;

"duplicating" means any method of reproduction by mechanical means not elsewhere defined. Without in any way derogating from the generality of this definition, the following more specific activities are either excluded from or included in the definition:

- (a) the definition of "duplicating" excludes—
 - (i) typewriting;
 - (ii) the operation of addressing machines.

The South African Typographical Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die anderkant, wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuisbladnywerheid van Suid-Afrika.

1. INDELING VAN OOREENKOMS

Hierdie Ooreenkoms word soos volg in 10 hoofstukke ingedeel:

Hoofstuk 1

Woordomskrywings en algemene bepalings: Klousules 2 tot 5.

Hoofstuk 2

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

Hoofstuk 3

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

Hoofstuk 4

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

Hoofstuk 5

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

Hoofstuk 6

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

Hoofstuk 7

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

Hoofstuk 8

Bepalings betreffende lone en verlof, van toepassing op fabriekshelpers in alle afdelings van die Nywerheid, die Dupliseerafdeling uitgesonderd: Klousules 46 tot 48.

Hoofstuk 9

Bepalings van toepassing op werkgewers en werknemers in die Dupliseerafdeling: Klousules 49 tot 60.

Hoofstuk 10

Vrystellings en diverse bepalings: Klousules 61 tot 66.

HOOFSTUK 1

WOORDOMSKRYWING

Tensy uit die samehang anders blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, dieselfde betekenis as in dié Wet, waar daar van 'n wet melding gemaak word, sluit dit alle wysiging daarvan in, en omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

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

"vakleerling" 'n werknemer gebonde deur 'n skriftelike leerlingskontrak geregistreer ingevolge die Wet op Mannekragopleiding, 1981, of 'n minderjarige in diens in 'n aangewese bedryf met die skriftelike toestemming van die Registrateur van Mannekragopleiding;

"kalenderjaar" die tydperk van 1 Januarie tot 31 Desember in 'n jaar;

"los werknemer" 'n werknemer wat vir 'n tydperk van minder as een werkweek in diens is;

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

"Afdeling Riffelbord en Riffelbordhouers" die Afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van riffelbord en/of riffelbordhouers en/of ander geriffelde produkte uit riffelkarton en/of papier en/of 'n soortgelyke materiaal;

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

"aangewese bedryf" 'n bedryf aangewys ingevolge die Wet op Mannekragopleiding, 1981;

"duplisering" 'n metode waarby werk gedupliseer word met meganiese middels nie elders omskryf nie. Sonder om enigerwyse af te doen van die algemeenheid van hierdie omskrywing word die volgende meer bepaalde werksaamhede of uitgesluit van of ingesluit in die omskrywing:

- (a) Die omskrywing van "duplisering" sluit uit—
 - (i) tikwerk;
 - (ii) die gebruik van adresseermasjiene.

(b) The definition of "duplicating" includes—

- (i) the cutting or preparation of stencils for use on duplicating machines by means of typewriter or by any other means;
- (ii) the making of master copies by means of a typewriter or by any other means;
- (iii) all processes or operations incidental to the production of duplicated matter;
- (iv) photocopying, Xerography and similar electro-photographic processes;

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

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

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

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

"experience" means the total period or periods of employment which an employee has had in his class in the Industry, calculated without making any adjustment in respect of any short time or overtime worked during such period: Provided, however, that any period of illness, supported by a satisfactory medical certificate where such is demanded by the employer, up to a total of 30 full working days in each year of service with the same employer shall be regarded as a period of employment;

"factory aid" means, in all sections of the Industry, other than the Duplicating Section, an employee who is employed exclusively upon one or more of the following operations:

(a) Cleaning machinery, including space bands, plungers and matrices on typesetting machines, implements, ink mixers, glue pots, bronzers or varnishers;

(b) washing-up machines by the use of automatic washing-up devices or otherwise, including the removal and cleaning of rollers and the cleaning of ink ducts or ink slabs on machines; or oiling or greasing machines, including the starting and stopping of machines for that purpose;

(c) removing plates from mounts after printing; cutting up of old rollers or roller composition; or casting of rollers; affixing complete rubbers on stamps in connection with rubber stamp manufacturing;

(d) loading, collating or gathering equipment; sticking or tying ribbons or trinkets on to greetings or similar cards; or threading string through eyelets;

(e) lifting or dropping rollers on printing machines, but not setting them;

(f) hanging or sticking paper for maturing;

(g) cleaning of solid matter in galley form before proofing; lifting or moving galleys or formes with type; carrying type or slugs as a messenger; placing ingots in metal pots; dumping machine set matter for remelting; melting stereotype or typesetting machine metal or moulding same into ingots; or cleaning or dressing of metal;

(h) scrubbing damping rollers by hand or machine; sewing or recovering damping rollers; or filling water ducts on lithographic machines;

(i) cooling, cleaning, washing, degreasing or drying of cylinders; or applying a protective coating to the shaft ends of cylinders before plating;

(j) loading or unloading at the feed or delivery ends of all types of machines; knocking up: Provided that a factory aid may not do hand knocking up of sheets at the feed or delivery ends of printing machines and hand knocking up of sheets in the Binding Department of an establishment, counting and recording numbers so counted;

(k) stripping waste off reels of paper or other material and mass-measuring same; or slitting or rewinding reels of paper or other material in all sections of the Industry, other than the Flexible Packaging Section, under the supervision of a journeyman or an apprentice; cutting and placing cores on the shafts of reel fed machines or removing slit or rewound reels from reel fed machines;

(l) wrapping; banding, other than banding on envelope machines; packing; sorting packages or parcels; loading or unloading jogging machines; or removing sections from the conveyor belt of a rotary machine and knocking these up, where the sections have a minimum of two folds at right angles to each other, or otherwise removing and straightening the sections before removal elsewhere;

(m) carrying printing plates or cylinders to machines or lifting them on or off the machine, but not fixing them into position nor locking them;

(n) carrying ink or pouring it into ink ducts on machines, but not regulating the supply of ink;

(o) hoisting reels of paper or other material into position on rotary machines; or placing brakes on brake wheels under the supervision of a journeyman or an apprentice;

(p) changing reels of paper or other materials or pasting up on rotary machines;

(b) Die omskrywing van "duplisering" sluit in—

(i) die sny of bereiding van sjablone vir gebruik in dupliseermasjiene deur middel van 'n tikmasjien of ander middel;

(ii) die maak van hoofkopieë deur middel van 'n tikmasjien of ander middel;

(iii) alle prosesse of werksaamhede wat hoort by die produksie van gedupliseerde werk;

(iv) fotokopiering, Xerografie en soortgelyke elektrofotografiese prosesse;

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

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

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

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

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

"fabriekshelper" in alle afdelings van die Nywerheid, uitgesonderd die Dupliseerafdeling, 'n werknemer wat uitsluitlik een of meer van ondergenoemde werksaamhede verrig:

(a) Masjienerie skoonmaak, met inbegrip van spasiebande, plunjers en matryse op setmasjiene, implemente, inkmengers, lympotte, verbronsers of vernissers;

(b) masjiene "opwas" met gebruikmaking van outomatiese opwastoe-stelle of andersins, met inbegrip van die verwydering en skoonmaak van rollers en die skoonmaak van inkbakke of inksplate op masjiene; of masjiene olie en smeer, met inbegrip van die masjiene vir dié doel aansit en stopsit;

(c) plate van monterstukke ná drukwerk verwyder; ou rollers of rollerkomposisie stukkend sny; of rollers giet; by die maak van rubberstem-pels voltooië rubbers aan stempels vasheg;

(d) saamvoeg- of versameluitrusting laai; linte of snuisterye aan groete-of dergelyke kaartjies vasplak of vasheg; of tuitjies deur ogies ryg;

(e) rollers uit drukmasjiene uitlig of daarin laat neersak, maar nie rollers stel nie;

(f) papier ophang of opstapel om droog te word;

(g) platsetel in galeivorm vóór proefwerk skoonmaak; galeie of vorms met setel optel of verskuif; setelstafies as 'n bode dra; loodstawe in metaalpotte plaas; masjiensetel bymekeer gooi om weer gesmelt te word; stereotipe- of setmasjiensmetaal smelt of dit in stawe giet; metaal skoonmaak of skoonmaak deur afskuiming;

(h) vogrollers met die hand of 'n masjien skrop; vogrollers toewerk of herbedek; of waterbakke op litografiese masjiene volmaak;

(i) silinders afkoel, skoonmaak, was ontvet of droogmaak; of 'n beskermingslaag aan as-ente van silinders vóór plaatwerk aansit;

(j) aan die voer- of afvoerende van alle soorte masjiene laai of aflaai; gelykskudwerk: Met dien verstande dat 'n fabriekshelper nie velle aan die voer- of afvoerende van drukperse en velle in die Bindwerkafdeling van 'n inrigting met die hande gelyk mag skud nie; tel en die getalle aldus getel, noteer;

(k) afvalstukke afstroop van rolle papier of ander materiaal en dit massa-meet; of rolle papier of ander materiaal in alle afdelings van die Nywerheid, uitgesonderd die Afdeling Buigsame Houers, onder toesig van 'n vakman of a vakleerling splits of weer opdraai; kerns sny en aan die asse van roltoevoermasjiene aansit of rolle wat gesplits of weer opgedraai is van roltoevoermasjiene verwyder;

(l) toedraaiwerk; bandwerk, uitgesonderd bandwerk op koevertmasjiene; verpakking; pakkies of pakkette sorteer; sjokmasjiene laai of ontlai; of dele van die vervoerband van 'n rolpers verwyder en dit gelykskud waar die seksies minstens twee voue reghoekig teenoor mekaar het, of andersins die seksies verwyder en reguitmaak voordat dit na elders verwyder word;

(m) drukplate of -silinders na masjiene toe dra of dit op die masjiene plaas of daarvan aflig maar hulle nie in posisie vassit of vassluit nie;

(n) ink dra of dit in inkbakke op masjiene ingooi, maar nie die inktoevoer reguleer nie;

(o) rolle papier of ander materiaal op rolperse in posisie hys; of onder toesig van 'n vakman of 'n vakleerling remme aan remwiele sit;

(p) rolle papier of ander materiaal omruil of dit op rolperse opplak;

(q) assisting journeymen in webbing or backing or slacking out sheets on rotary machines or pulling same to former or assisting to adjust manually operated web tension or side lay on rotary machines under the supervision of a journeyman or an apprentice;

(r) cleaning plates or cylinders; cutting scrap metal; cleaning mounts; or washing and drying of stereo blankets;

(s) scrubbing off old emulsion or cleaning glass plates;

(t) draining or cleaning etching or plating baths;

(u) polishing or graining of plates or cylinders, but not including the buffing of cylinders on a lathe;

(v) the physical mixing of chemicals after the ingredients have been measured out by a journeyman, a chemist, an apprentice, a learner paper sack machine operator or a general assistant;

(w) breaking out, stripping and bending of scored ends or lidding in connection with carton or cardboard box manufacture;

(x) folding of boards by hand prior to stitching, or affixing gummed tape to the bottoms of containers in order to complete them, or baling of corrugated containers in the Corrugated Board and Container Section;

(y) doing series labelling, or affixing strips of gummed paper to sections of paper already cut in order to produce large envelopes;

(z) carrying formes, paper or other material to and from machine room; the breaking up and chipping of plastic materials for re-use; tinselling; bronzing or dusting by hand; cleaning off printed matter after bronzing; wiping off and cleaning work produced on a blocking press; laying out of die stamped work on trays for drying; cleaning gang stitcher, but not making any mechanical adjustment thereto; or any one or more of the operations which may be done by a factory aid in terms of section 25 (10) of this Agreement;

(aa) inserting leaflets by hand into magazines and/or newspapers or additional sheets into multi-page inserts;

(ab) manual labelling;

(ac) inserting products into envelopes and sealing envelopes;

(ad) manual threading of wire or plating binding into printed or ruled products;

(ae) assisting at a sewing machine with pulling tight and cutting of stitching thread for books consisting of less than five sections;

(af) rubbing down spines of books to ensure adhesion;

(ag) any one or more of the following operations in the Paper Sacks Section:

(i) Preparing or putting reels of paper on tubing machines or taking sack tubes off tubing machines;

(ii) loading feeders of bottom pasting machines or taking sacks off such machines; or

(iii) valving or sleeving sacks, cutting tape between sewn sacks, sorting or packing sacks;

(ah) any one or more of the following operations in the Flexible Packaging Section:

(i) Stringing bags by hand, folding carrier bags, making or inserting handles for carrier bags; glueing or inserting cardboard strips into carrier bags;

(ii) the repairing and salvaging of faulty or damaged articles;

(iii) packing into parcels, cartons or corrugated containers;

(iv) folding or banding paper; stripping flexible stereos; or replenishing wax troughs; or

(v) cutting and placing cores on the shafts of slitting machines or removing slit or rewind reels from slitting machines;

(ai) any one or more of the following operations in the Screen Printing Section:

(i) Filling bottles or other containers for stock;

(ii) preparing stock prior to screen printing or applying transfers or decals;

(iii) the total immersion of articles into paint by hand;

(iv) sanding by hand;

(v) washing up screen printing frames and/or screen printing units;

(vi) strutting, mounting, breaking out of die-cut work; making up mobiles or any point of sale item which may require hand make-up;

(vii) folding paper, board, cloth, plastic or any like material by hand;

(viii) cutting roll material into sheets by hand;

(ix) applying adhesive strips to any item;

(x) unracking and piling of printed stock;

(aj) carrying, moving, stacking or unpacking goods, including operating a goods lift;

(ak) cleaning premises or vehicles, work benches, tools, ink slabs, other than ink slabs on machines, and imposing surfaces, but not the clearing or sorting of type or other material on the imposing surface;

(q) vakmanne help met die deurtog van die papierstrook of velle op rolperse laat terugloop of slaploop of dit oor eersgenoemde trek of help om papierstroke wat met die hand gespan is of syaanleg op rolperse onder toesig van 'n vakman of 'n vakleerling te verstel;

(r) plate of silinders skoonmaak; afvalmetaal stukkend sny; monterstukke skoonmaak; of stereokombers was en droogmaak;

(s) ou emulsie afskrop of glasplate skoonmaak;

(t) ets- of plateerbakke leegtap of skoonmaak;

(u) plate of silinders poleer of greineer, maar uitgesonderd die polys van silinders op 'n draaibank;

(v) die fisiese meng van chemikalieë nadat die bestanddele deur 'n vakman, 'n chemikus, 'n vakleerling, 'n leerling-papiersakmasjienbediener of 'n algemene assistent afgemete is;

(w) gekepte ente losbreek, uitmekaar haal en/of buig of deksels opsit in verband met kartonhouer- of kartondoosvervaardiging;

(x) bord met die hand vóór stikwerk vou, of gegomde band aan die bome van houters vasheg ten einde hulle te voltooi, of geriffelde houters baal in die Afdeling Riffelbord en Riffelbordhouters;

(y) reeksetiketterwerk doen of strokies gegomde papier vasheg aan snitte papier wat reeds gesny is ten einde groot koeverte te maak;

(z) drukvorms, papier of ander materiaal na en van die masjienkamer dra; plastiekgoedere opbreek en aan stukkies kap om weer gebruik te word; vergulding; verbronsing of bestuiwing met die hand; drukwerk ná verbronsing skoonmaak; werk wat op 'n blokpers gemaak is, afvee en skoonmaak; stempeldrukwerk op plat bakke uitlê om droog te word; groepstikker ruim, maar geen meganiese verstelling daaraan doen nie; of enigeen of meer van die werksaamhede wat deur fabriekshelpers ingevolge klousule 25 (10) van hierdie Ooreenkoms gedoen mag word;

(aa) pamflette met die hand in tydskrifte en/of nuusblaaië insit of addisionele velle in veelblad-invoegsels insit;

(ab) met die hand etiketter;

(ac) produkte in koeverte insit en die koeverte verseël;

(ad) draad of plastiekbande met die hand deur gedrukte of geliniëerde produkte vleg;

(ae) by 'n naaimasjien help om die stikdraad vir boeke wat uit minder as vyf seksies bestaan, styf te trek en te sny;

(af) die rugkante van boeke afvryf om te verseker dat hulle vaskleef;

(ag) enigeen of meer van ondergenoemde werksaamhede in die Papier-sakafdeling:

(i) Rolle papier gereed maak of dit op buismasjiene sit of sakbuis van buismasjiene afhaal;

(ii) voerders van boomlymmasjiene laai of sakke van sulke masjiene afhaal; of

(iii) klappe of hulse aan sakke sit, bandjies tussen gestikte sakke afsny, sakke sorteer of verpak;

(ah) enigeen of meer van ondergenoemde werksaamhede in die Afdeling Buigsame Houters:

(i) Toutjies met die hand aan sakke aansit, drasakke vou, handvatsels vir drasakke maak of insit; kartonstroke in drasakke vaslym of insteek;

(ii) die heelmaak of herwin van defekte of beskadigde artikels;

(iii) in pakkies, kartonhouters of riffelbordhouters verpak;

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

(v) kerssny en aan die asse van splitsmasjiene aansit of rolle wat gesplits of weer opgedraai is van splitsmasjiene verwyder;

(ai) enigeen of meer van ondergenoemde werksaamhede in die Skerm-afdeling:

(i) Bottels of ander houters vir voorraaddoeleindes volmaak;

(ii) voorrade gereed maak voordat skermdruk begin, of oordrukplaatjies of dekals aansit;

(iii) artikel geheel en al met die hand in verf indooop;

(iv) met die hand skuur;

(v) skermdrukrame en/of -eenhede was;

(vi) stempelsnywerk stut, opstel of losbreek; mobiele of 'n verkoopitem wat met die hand opgemaak moet word, opmaak;

(vii) papier, bord, doekmateriaal, plastiek of 'n soortgelyke materiaal met die hand vou;

(viii) rolle materiaal met die hand in stroke sny;

(ix) kleefstrokies aan artikels plak;

(x) gedrukte voorrade van rakke afhaal en opstapel;

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

(ak) persele of voertuie, werkbanke, gereedskap, inkplate, uitgesonderd inkplate op masjiene, en inslaantafels skoonmaak maar nie setsel of ander materiaal van die inslaantafel verwyder of dit op die tafel sorteer nie;

(al) assembling of partitions or fillers in connection with cartons, cardboard boxes or corrugated containers;

(am) opening or closing boxes, bales, drums or other containers; branding, marking, stencilling or labelling boxes, bales, drums or other containers;

(an) delivering or collecting letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;

(ao) assisting on vehicles used for the collecting or delivery of goods, or loading or unloading vehicles;

(ap) baling waste paper, whether done by means of a manually or power-operated baling machine;

(aq) cooking rations, making tea or similar beverages; making or maintaining fires or removing refuse or ashes;

(ar) any one or more of the following operations in the Fibre Container Section:

(i) Lidding;

(ii) nesting of cups;

(iii) sleeving of milk bottle discs; or

(iv) packing of nested cups of sleeved milk bottle discs; or

(as) driving a motor scooter, motorised vehicle, motorised bicycle or similar vehicle.

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

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

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

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

"general assistant" means an employee not elsewhere defined;

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

"Industry" means the Printing and Newspaper Industry;

"ink jet printing" means the method of reproduction by mechanical means, whereby the letters, pictures, designs or other marks to be reproduced are transferred to the paper or other material to be printed by means of ink projected through an electrostatic or electromagnetic field which shapes the image as desired;

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

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

"journeyman" means—

(a) a person who has served an apprenticeship to a trade in the Industry in accordance with the provisions of the Manpower Training Act, 1981, or in accordance with a written contract which was approved by the Standing Committee; or

(b) a person who has proved to the satisfaction of a Joint Board or the Standing Committee his competence at the trade claimed and holds a written certificate to that effect; or

(c) a person who holds a Grade I membership card of the trade union, other than an apprentice in the last year of apprenticeship, a printers' attendant, a paper sack machine attendant, a process moulder, a person employed in terms of section 25 (7) (a) (ii), (12) (ii) or (14) (h) (ii) or a perforator operator; or

(d) a printers' mechanic;

"learner litho operative" means an employee who, with the written permission of the Standing Committee, is being taught how to print down on to pre-sensitized plates for use on lithographic printing machines capable of receiving and delivering a sheet not larger than 381 mm by 508 mm and/or to operate such lithographic printing machines;

"learner platen pressman" means an employee who, with the written permission of the Standing Committee, is being taught how to do the work of a platen pressman;

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

(al) afskortings of vulstukke bymekaar maak in verband met kartonhouers, kortondose of riffelbordhouers;

(am) kiste, bale, konkas of ander houers oop- of toemaak; kiste, bale konkas of ander houers brandmerk, merk, sjabloneer of etiketteer;

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

(ao) op voertuig help wat gebruik word vir die afhaal of aflewering van goedere, of voertuig laai of aflaai;

(ap) afvalpapier baal, hetsy met 'n hand- of kragbaalmasjien;

(aq) rantsoene gaarmaak, tee of dergelike drank maak; vuur maak of vure aan die gang hou of afval of as verwyder; of

(ar) enigeen of meer van ondergenoemde werksaamhede in die Afdeling Veselbordhouers:

(i) Deksels opsit;

(ii) koppies inmeekaarpak;

(iii) melkbottelskywe huls; of

(iv) inmeekaargepakte koppies of gehulste melkbottelskywe verpak;

(as) 'n bromponie, motordriewiel, motortrapiets of dergelike voertuig dryf;

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

"Afdeling Buigsame Houers" dié Afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die produksie van houers soos omskryf in klousule 39 van hierdie ooreenkoms en/of die druk op drukgevoelige kleeftand;

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

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

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

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

"Nywerheid" die Druk- en Nuusbladnywerheid;

"inkstraaldrukwerk" die metode van reproduksie met meganiese middels, waarby die letters, prente, ontwerpe of ander tekens wat gereproduceer moet word op die papier of ander materiaal waarop gedruk moet word, oorgebring word deur middel van ink wat deur 'n elektrostatische of elektromagnetiese veld geprojekteer word en wat die beeld vorm soos verlang;

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

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

"vakman"—

(a) iemand wat 'n leertyd in 'n bedryf in die Nywerheid uitgedien het ooreenkomstig die Wet op Mannekragopleiding, 1981 of ooreenkomstig 'n skriftelike kontrak wat deur die Vaste Komitee goedgekeur is; of

(b) iemand wat 'n Gesamentlike Raad of die Vaste Komitee oortuig het van sy bedrewendheid in die bedryf waarop hy aanspraak maak en wat in besit is van 'n skriftelike sertifikaat met dié strekking; of

(c) iemand, uitgesonderd 'n vakleerling in sy laaste leerjaar, 'n drukkershulp, 'n papiersakmasjiensbediener, chemiemonteerder, 'n persoon wat ooreenkomstig klousule 25 (7) (a) (ii), (12) (ii) of (14) (h) (ii) in diens is of 'n perforeermasjiensbediener, wat in besit is van 'n Graad I-lidmaatskapkaart van die vakvereniging; of

(d) 'n drukkerswerktuigkundige;

"leerling-litobediener" 'n werknemer wat met die skriftelike toestemming van die Vaste Komitee geleer word hoe om op voorgesensitiseerde plate af te druk vir gebruik op litografiese drukmasjiene wat in staat is om 'n vel van hoogstens 381 mm by 508 mm te neem en af te gooi, en/of om sodanige litografiese drukmasjiene te bedien;

"leerling-degelpersdrukker" 'n werknemer wat met die skriftelike toestemming van die Vaste Komitee geleer word hoe om die werk van 'n degelpersdrukker te doen;

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

"litho operative" means an employee who is registered as such by the Council, and who does the printing down on to a pre-sensitized plate intended for use on a lithographic printing machine capable of receiving and delivering a sheet not larger than 381 mm by 508 mm and/or operates such a lithographic printing machine;

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

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

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

(a) Attending casting machines, including Monotype casters and super casters and Elrod slug and rule casters, under the supervision of a journeyman or an apprentice, including supplying metal to metal pots or regulating the temperature thereof; regulating water supply to mould; placing the perforated rolls on to the machine; attending to or straightening-up the product of the machine while running; lifting galleys of type and cast matter off the machine or replacing galleys thereon; changing matrices, matrix cases, moulds and normal wedges; sizing-up; or lining-up;

(b) laying out in the cases type or other material for handsetting, cast by the machine on which he is in attendance;

(c) oiling or cleaning of casting machines;

(d) dismantling or assembling pump bodies for the purpose of cleaning only; or

(e) assisting a journeyman; or an apprentice with the dismantling or assembling of casting machines;

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

"night work" means work performed on a regular shift, any part of which falls between the hours of 18h00 on one day and 06h30 on the next, but does not include the work for the production of newspapers referred to in section 13 (1) (d) of this Agreement;

"operator mechanic" means a journeyman who operates a typesetting machine [other than a Typograph composing machine in an establishment in the areas referred to in paragraph (b) (ii) of Government Notice R. 2119 of 15 November 1968] and whose duty it is to maintain one or more typesetting machines in running order;

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

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

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

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

"platen pressman" means an employee who is registered as such by the Council and who makes ready on, including the locking up of formes for, and operates or supervises the operation of any cylinder machine capable of printing on a sheet not larger than 381 mm by 508 mm, or any platen machine;

"printers' attendant" means an employee who is registered as such by the Council and who may, in accordance with the provisions of this Agreement, be employed on work falling within the section of the trade in which he served his training;

"printers' mechanic" means—

(a) a person who has served an apprenticeship as such in the Industry in accordance with the Manpower Training Act 1981; or

(b) a person who has proved to the satisfaction of a Joint Board or the Standing Committee his competence, i.e. the ability to assemble, disassemble, repair and maintain machinery used in the Industry, and who holds a written certificate to that effect; or

(c) a person who, having served an apprenticeship in the Engineering Industry, has proved, by serving at least 12 months in the Industry, his capacity to hold a job therein;

"printers' technician (electronics)" means an employee who is registered as such by the Council and who operates and maintains computerised and electronic equipment used for the purpose of producing any work falling within the definition of 'Printing and Newspaper Industry', as defined in this Section;

"litobediener" 'n werknemer wat as sodanig by die Raad geregistreer is en wat op 'n voorgesensitiseerde plaat afdruk wat bedoel is vir gebruik op 'n litografiese drukmasjien wat 'n vel van hoogstens 381 mm by 508 mm kan neem en afgooi, en/of so 'n litografiese drukmasjien bedien;

"handsnymasjien" 'n snymasjien wat uitsluitlik ontwerp is om met die hand gewerk te word;

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

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

(a) Gietmasjiene bedien, met inbegrip van Monotypegietmasjiene en supergietmasjiene en Elrod-reël- en -lyngietmasjiene, onder toesig van 'n vakman of 'n vakleerling, met inbegrip van metaal in metaalpotte sit of die temperatuur daarvan reguleer; die watertoevoer tot die gietmasjiene reguleer; die geperforeerde rolle in die masjiene aansit; toesig hou oor die produk van die masjiene, terwyl dit loop, of dit reguit maak; galeisetsel en gietwerk van die masjiene aftel of galeie daarop terugsit; matryse, matryskaste, gietvorms en gewone wiggies omruil; gietwerk volgens grootte rangskik, of reguit maak;

(b) setsel of ander materiaal wat gegiet is deur die masjiene wat hy bedien, in die kaste uitsit vir handsetwerk;

(c) gietmasjiene olie of skoonmaak;

(d) pompinrigtings uitmekaarhaal of inmeekaarsit, maar slegs om dit skoon te maak; of

(e) 'n vakman of 'n vakleerling help met die uitmekaarhaal of inmeekaarsit van gietmasjiene;

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

"nagwerk" werk verrig op 'n gereelde skof waarvan 'n deel tussen die ure 18h00 op een dag en 06h30 op die volgende dag val, maar omvat dit nie die werk vir die produksie van nuusblaaië in klousule 13 (1) (d) van hierdie Ooreenkoms bedoel nie;

"bediener-werktuigkundige" 'n vakman wat 'n setmasjiene bedien [uitgesonderd 'n Typograph-setmasjiene in 'n inrigting in die gebiede in paragraaf (b) (ii) van Goewermentskennisgewing R. 2119 van 15 November 1968 bedoel] en wie se plig dit is om een of meer setmasjiene in 'n werkende toestand te hou;

"Papiersakafdeling" daardie Afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om papiersakke te vervaardig;

"perfekteermasjiene" 'n masjiene wat aan weerskante van die papier of ander materiaal wat gedruk moet word, druk voordat die vel uit die masjiene kom;

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

"planografiese drukwerk", wat litografiese drukwerk insluit maar nie spiritusduplisering nie, die metode van reproduksie met meganiese middels waarby die letters, prente, ontwerpe of ander tekens wat gereproduseer moet word, of regstreeks of met afset op die papier of ander materiaal waarop gedruk moet word, van 'n planografiese beeld op die drukvlak oorgebring word;

"degelpersdrukker" 'n werknemer wat as sodanig by die Raad geregistreer is en wat werk op degelpersse toestel met inbegrip van die vassluit van vorms vir 'n silindermasjiene, en dit bedien of oor die werking daarvan toesig hou, mits die masjiene 'n vel van hoogstens 381 mm by 508 mm kan bedruk, of 'n werknemer wat dié werk op 'n degelpers verrig;

"drukkershulp" 'n werknemer wat as sodanig by die Raad geregistreer is en wat, ooreenkomstig hierdie Ooreenkoms, werksaamhede kan verrig binne dié afdeling van die bedryf waarin hy sy opleiding ontvang het;

"drukkerswerktuigkundige"—

(a) iemand wat die leertyd van 'n vakleerling as sodanig in die Nywerheid uitgedien het ingevolge die Wet op Mannekragopleiding 1981; of

(b) iemand wat 'n Gesamentlike Raad of die Vaste Komitee oortuig het van sy bevoegdheid, d.w.s. die vermoë het om masjiene wat in die Nywerheid gebruik word, uitmekaar te haal, inmeekaar te sit, te herstel of in stand te hou en wat 'n skriftelike sertifikaat met dié strekking besit; of

(c) iemand wat, nadat hy 'n leertyd in die Ingenieursnywerheid uitgedien het, bewys het, deur minstens 12 maande in die Nywerheid te dien, dat hy in staat is om 'n betrekking daarin met sukses te vul;

"drukkerstegnikus (elektronika)" 'n werknemer wat as sodanig by die Raad geregistreer is, en wat gerekenariseerde en elektroniese uitrusting bedien en onderhou wat gebruik word vir die produsering van werk wat binne die omskrywing van "Druk- en Nuusbladnywerheid" in hierdie klousule val;

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

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

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

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

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

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

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

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

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

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

"process mounter" means an employee who is registered as such by the Council and who is employed upon the routing, bevelling, trimming and/or mounting of blocks and/or single flat stereos and who may also do any or all the work which a printers' attendant or a trainee printers' attendant may do in the trade of process engraving in terms of section 25 (14) (d) (iii) of this Agreement;

"quarter binder" means an employee in respect of whom a valid certificate of his registration as a quarter binder, signed by the local branch secretary of the trade union, secretary of the local Joint Board or the secretary on behalf of the Standing Committee, is in existence;

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

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

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

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

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

"Secretary" means the Secretary of the Council;

"semi-skilled employee" means an employee, other than a skilled employee and a factory aid, for whom a minimum wage rate is prescribed in this Agreement;

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

"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) and 25 (14) (h) (ii), Table 19 of section 36 and Table 22 of section 40, and every process mounter entitled to not less than the top rate of wages prescribed in Table 4 of section 6 of this Agreement;

"Druk- en Nuisbladnywerheid", sonder om die algemeen erkende betekenis daarvan te beperk, die Nywerheid, bedryf of onderneming waarin werkgewers en werknemers met mekaar geassosieer is vir die produksie van drukwerk van watter aard ook al en omvat dit verder, onder andere—

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

Set, proeflees, stereotipeer- of elektrotipeerwerk, lettergietwerk, blokmaak en fotogravurewerke, hoogdrukmasjienbediening, druk- en litografiese kuns, litografie, drukkerspakhuiswerk, drukkersingenieurswerk, graveer- en stempelsny-, boekbind-, lineer-, sny- en syskerm-drukwerk, duplisering, inkmengwerk [as dit onderneem word deur werkgewers wat die werksaamhede in paragrawe (a), (b) en (c) bedoel uitvoer];

(b) die vervaardiging (met inbegrip van watter proses ook al by die vervaardiging) van—

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

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

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

(iv) artikels van watter aard ook al, uit karton (geriffel of andersins) en/of papier en/of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan karton en/of papier en/of 'n samestelling van papier 'n bestanddeel is: Met dien verstande dat hierdie subparagraaf (iv) alleen op werkgewers en werknemers van toepassing is wat deur paragrawe (a), (b), (c) en (d) van hierdie omskrywing gedek word;

(c) die druk op papier, gegomde papier, band, gegomde band, tin of ander metale, doek, going (of ander materiale), kartonhouers of ander artikels in paragraaf (b) bedoel;

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

"chemiemonterder" 'n werknemer wat as sodanig by die Raad geregistreer is en wat in diens is vir die uithol, afskuinsing, afwerk en/of monter van blokke en/of plat enkelstereo's en wat ook enige of al die werk mag doen wat 'n drukkershulp of leerling-drukkershulp in die bedryf chemigrafie kragtens klousule 25 (14) (d) (iii) van hierdie Ooreenkoms mag doen;

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

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

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

"rolpers" 'n masjien waarin die papier of ander materiaal wat bedruk moet word, vanaf 'n rol gevoer word deur 'n draaisilinder teen 'n draaidrukvlak waarvan die afdruk geneem word, maar omvat nie tioletrolmasjiene met drukinrigtings nie en ook nie masjiene wat gebruik word by die vervaardiging van houers in klousule 41 (2) of (3) van hierdie Ooreenkoms bedoel nie;

"Skermdrukafdeling" dié afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om skerm-drukwerk uit te voer;

"skermdrukwerk" die drukproses, hetsy met die hand of meganies, deur middel waarvan 'n pigment of ander kleurstof met 'n trekspaan dwarsdeur 'n sjabloon gedruk word wat aan of in 'n skerm van sy of ander materiaal geheg of gevorm is;

"Sekretaris" die Sekretaris van die Raad;

"halfgeskoolde werknemer" 'n werknemer, uitgesonderd 'n geskoolde werknemer en 'n fabriekshelper, vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word;

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

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

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

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

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

"trainee printers' attendant" means an employee who, with the written permission of the Standing Committee, is serving a period of training in a section of a trade;

"trainee printers' technician (electronics)" means an employee who, with the written permission of the Standing Committee and in accordance with the course of training and course of study prescribed from time to time by the Council, is being taught how to do the work of a printers' technician (electronics);

"typesetting machine operator" means a journeyman compositor employed upon the operation of any class of typesetting machine, including Monotype keyboards, but does not include operators of Typograph composing machines employed in the areas referred to in paragraph (b) (ii) of Government Notice R. 2119 of 15 November 1968, nor Monotype caster minder mechanics; and

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

3. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 31 December 1985, or for such period as may be determined by him.

4. SCOPE OF APPLICATION

(1) The provisions of this Agreement shall apply throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay, and shall be observed by all members of the employers' organisations and by all members of the trade union, who are engaged or employed in the industry, as defined.

(2) With the exception of section 6 (4), the terms of this Agreement shall apply only in respect of those employees for whom wage rates are prescribed: Provided, however, that all such provisions as are not inconsistent with the terms of the Manpower Training Act, 1981, or any conditions fixed thereunder, shall apply in respect of apprentices and minors: Provided further that only sections 1 to 5 (inclusive) and 49 to 60 (inclusive) shall be applicable to employers and employees who are engaged in the Duplicating Section.

5. DIVISION OF REPUBLIC INTO AREAS

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

Rural.—Those areas in the Provinces of the Cape of Good Hope, Natal, the Orange Free State and the Transvaal, falling outside the urban areas specified below.

Urban.—The Magisterial Districts of Bellville, East London, Goodwood, Kimberley, Kuils River, Port Elizabeth, Simon's Town, The Cape, Uitenhage, Wynberg, Camperdown, Durban, Inanda, Pietermaritzburg, Pinetown, Bloemfontein, Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Tvl.), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom.

CHAPTER 2

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

6. WAGE RATES

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

- | | |
|--|------------------|
| (a) Foremen, other than foremen in the Screen Printing Section | Table 1, Scale 2 |
| (b) Journeymen: | |
| (i) Journeymen not elsewhere specified ... | Table 1, Scale 1 |
| (ii) Typesetting machine operators | Table 1, Scale 3 |
| (iii) Operator mechanics and printers' technicians (electronics) | Table 1, Scale 4 |
| (iv) Lithographers employed on offset machines capable of printing on a sheet larger than 889 mm by 571,5 mm, who have had not less than six months' experience on such machines | Table 1, Scale 2 |
| (v) Journeymen operating multi-colour or perfecting machines, who have had not less than six months' experience on such machines | Table 1, Scale 2 |

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

"Vaste Komitee" die Vaste Komitee aangestel ingevolge die konstitusie van die Raad;

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

"leerling-drukkershulp" 'n werknemer wat met die skriftelike toestemming van die Vaste Komitee vir 'n termyn opleiding in 'n afdeling van 'n bedryf ondergaan;

"leerling-drukkerstegnikus (elektronika)" 'n werknemer wat met die skriftelike toestemming van die Vaste Komitee en in ooreenstemming met die opleidings- en studiekursusse wat van tyd tot tyd deur die Raad voorgeskryf word, geleer word om die werk van 'n drukkerstegnikus (elektronika) te doen;

"setmasjiëbediener" 'n vakmansetter in diens vir die bediening van alle soorte setmasjië met inbegrip van Monotypetoetsborde, maar met uitsluiting van bedieners van Typograph-setmasjië wat in diens is in die gebiede in paragraaf (b) (ii) van Goewermementskennisgewing R. 2119 van 15 November 1968 bedoel of Monotype-bedienerwerktuigkundiges; en

"werkweek" die gebruikelike betaalweek van 'n inrigting.

3. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel, en bly van krag tot 31 Desember 1985 of vir dié tydperk wat hy bepaal.

4. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms is oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, van toepassing en moet nagekom word deur alle lede van die werkgewersorganisasies en deur alle lede van die vakvereniging wat die Nywerheid, soos omskryf, uitoefen of daarin in diens is.

(2) Met uitsondering van klousule 6 (4), is die Ooreenkoms slegs van toepassing op daardie werknemers vir wie loontariëwe voorgeskryf word: Met dien verstande egter dat al hierdie bepalings wat nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens vasgestel word, onbestaanbaar is nie, op vakleerlinge en minderjarige van toepassing is: Voorts met dien verstande dat slegs klousules 1 tot en met 5 en 49 tot en met 60 van toepassing is op werkgewers en werknemers wat in die Dupliseerafdeling werk.

5. GEBIEDSINDELING VAN DIE REPUBLIEK

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

Platteland.—Dié gebiede in die provinsies die Kaap die Goeie Hoop, Natal, die Oranje-Vrystaat en Transvaal wat buite die stedelike gebiede val wat hieronder genoem word.

Stedelik.—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Kimberley, Kuilsrivier, Oos-Londen, Port Elizabeth, Simonstad, Uitenhage, Wynberg, Camperdown, Durban, Inanda, Pietermaritzburg, Pinetown, Bloemfontein, Alberton, Bononi, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Tvl.), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom.

HOOFSTUK 2

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

6. LOONTARIEWE

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

- | | |
|---|------------------|
| (a) Voormanne, uitgesonderd voormanne in die Skermdrukafdeling | Tabel 1, Skaal 2 |
| (b) Vakmanne: | |
| (i) Vakmanne nie elders gespesifiseer nie | Tabel 1, Skaal 1 |
| (ii) Setmasjiëbedieners | Tabel 1, Skaal 3 |
| (iii) Bediener-werktuigkundiges en drukkerstegnici (elektronika) | Tabel 1, Skaal 4 |
| (iv) Litograwe, op diens by vlakdrukmasjië wat in staat is om velle groter as 889 mm by 571,5 mm te druk, met minstens ses maande ondervinding van sulke masjië | Tabel 1, Skaal 2 |
| (v) Vakmanne wat veelkleur- of perfekteermasjië bedien, met minstens ses maande ondervinding van sulke masjië | Tabel 1, Skaal 2 |

(vi) Journeymen employed on the operation or supervision of rotary machines utilised for the production of newspapers and magazines	Table 1, Scale 2
(c) Printers' attendants	Table 2
(d) (i) Trainee printers' attendants	Table 3
(ii) Process mounters	Table 4
(iii) Fruit wrapper machine operatives	Table 5
(iv) Platen pressmen and litho operatives	Table 6
(v) Learner platen pressmen and learner litho operatives according to their experience as assessed by the Standing Committee	Table 7
(vi) Monotype caster attendants in accordance with their experience as such	Table 8
(vii) Quarter binders in accordance with their experience as such	Table 9
(viii) Operators of manually operated cutting machines—highest rate	Table 9
(ix) Solid typesetters in accordance with their experience in the Industry	Tables 10 and 11
(x) General assistants, drivers of motor vehicles, designed for the conveyance of goods, and fork lift drivers, in accordance with their experience in the Industry	Table 10
(xi) Envelope punchers in accordance with their experience as such	Table 12
(xii) Trainee printers' technicians (electronics)	Table 13

(2) An employee employed on night work shall be paid at a rate not less than 15 per cent in excess of the rate paid by the employer concerned for day work, which rate shall not be less than that prescribed in this Agreement.

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

(4) Employees employed in the Industry in trades designated under the Manpower Training Act, 1981, for whom wages are prescribed in a wage regulating instrument applicable to some other industry, trade or occupation, and for whom wages are not prescribed in this Agreement, shall be paid not less than the wages prescribed for the class of employee concerned in such wage regulating instrument: Provided that whenever in any area such wages are prescribed in more than one wage regulating instrument, the higher of such wages shall be paid.

(5) In order to ascertain the wage payable to an employee of a class whose wage rates are dependent upon experience, the total experience of the employee in the Industry—irrespective of the establishment where such experience was gained—shall be reckoned: Provided, however, that where a general assistant, corrugated board and container assistant, fibre container assistant, paper sack machine assistant, packaging assistant or screen assistant returns to the Industry after a period of absence of seven years or more, the wage rate payable to that assistant in terms of his experience may be reduced by one notch for each year of absence in excess of five years: Provided further that any such assistant with two or more years of experience shall not have his wage reduced below that payable to an employee with one year of experience.

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

(7) Notwithstanding anything else herein contained, an employee who, at the date of coming into operation of this Agreement, is in receipt of a higher wage than that prescribed for his class shall be paid such higher wage while in the service of the same employer.

(8) Notwithstanding the provisions of subsection (1), all employees for whom minimum wage rates are prescribed in section 6 (1) (a), (b) and (c), section 25 (6) (p), (7) (a) (ii), (12) (ii) and (14) (h) (ii), Table 19 of section 36 and Table 22 of section 40 and all process mounters entitled to not less than the top rate of wages referred to in Table 4, who are in receipt of wages in excess of the minimum rates prescribed at 31 December 1982, 1983 and 1984, respectively, shall, as from 1 January 1983, 1984 and 1985, respectively, be paid not less than R20 per week extra. Similarly, all other employees for whom minimum wage rates are prescribed in this

(vi) Vakmanne in diens vir die bediening van of toesig oor rolperse gebruik vir die druk van nuusblaie en tydskrifte	Tabel 1, Skaal 2
(c) Drukkers hulpe	Tabel 2
(d) (i) Leerling-drukkers hulpe	Tabel 3
(ii) Chemiemonterders	Tabel 4
(iii) Bedieners van vrugtoedraaipapiermasjiene	Tabel 5
(iv) Degelpersdrukkers en litobediens	Tabel 6
(v) Leerling-degelpersdrukkers en leerling-litobediens volgens hul ondervinding soos bepaal deur die Vaste Komitee	Tabel 7
(vi) Monotype-gietmasjiensbedieners volgens hul ondervinding as sodanig	Tabel 8
(vii) Kwartobinders volgens hul ondervinding as sodanig	Tabel 9
(viii) Bedieners van handsnymasjiene—hoogste loon	Tabel 9
(ix) Platsetters volgens hul ondervinding in die Nywerheid	Tabelle 10 en 11
(x) Algemene assistente, motorvoertuig-drywers ontwerp vir die vervoer van goedere, en vorkhyserdrywers, volgens hul ondervinding in die Nywerheid	Tabel 10
(xi) Koevertponers volgens hul ondervinding as sodanig	Tabel 12
(xii) Leerling-drukkerstegnici (elektronika)	Tabel 13

(2) 'n Werknemer wat op nagwerk in diens is, moet betaal word teen 'n tarief wat minstens 15 persent hoër is as die tarief wat deur die betrokke werkgewer vir dagwerk betaal word, welke tarief nie minder mag wees nie as dié in hierdie Ooreenkoms voorgeskrif.

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

(4) Werknemers in diens in die Nywerheid in bedrywe aangewys kragtens die Wet op Mannekragopleiding, 1981, vir wie lone voorgeskrif word in 'n loonreëlingsmaatreël wat van toepassing is op 'n ander nywerheid, bedryf of beroep, en vir wie geen lone in hierdie Ooreenkoms voorgeskrif word nie, moet minstens die loon betaal word wat vir die betrokke klas werknemer in sodanige loonreëlingsmaatreël voorgeskrif word: Met dien verstande dat as die lone in 'n gebied in meer as een loonreëlingsmaatreël voorgeskrif word, die hoogste van die lone betaal moet word.

(5) Ten einde die loon vas te stel wat betaalbaar is aan 'n werknemer van 'n klas wie se loontarye van ondervinding afhang, moet die totale ondervinding van die werknemer in die Nywerheid bereken word—ongegag die inrigting waar die ondervinding opgedoen is: Met dien verstande egter dat ingeval 'n algemene assistent, 'n riefelbord- en riefelbordhouerassistent, veselhouerassistent, papiersakmasjiensassistent, houerassistent, of skerm-assistent ná 'n tydperk van afwesigheid van sewe jaar of langer na die Nywerheid terugkeer, die loontarief wat aan dié assistent ingevolge sy ondervinding betaalbaar is, met een kerf verminder kan word vir elke jaar afwesigheid wat langer as vyf jaar geduur het: Voorts met dien verstande dat die loon van sodanige assistent met twee of meer jare ondervinding nie verminder mag word tot benede dié wat aan 'n werknemer met een jaar ondervinding betaalbaar is nie.

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

(7) Ondanks andersluidende bepalinge hierin, moet 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang as dié wat vir sy klas voorgeskrif word, betaal word teen sodanige hoër loon terwyl hy by dieselfde werkgewer in diens is.

(8) Ondanks subklousule (1), moet alle werknemers vir wie minimum lone voorgeskrif word in klousule 6 (1) (a), (b) en (c), klousule 25 (6) (p), (7) (a) (ii), (12) (ii) en (14) (h) (ii), Tabel 19 van klousule 36 en Tabel 22 van klousule 40 en alle chemiemonterders wat geregtig is op minstens die toeloonskaal in Tabel 4 bedoel, wat hoër lone ontvang as die minimum lone op onderskeidelik 31 Desember 1982, 1983 en 1984 voorgeskrif vanaf onderskeidelik 1 Januarie 1983, 1984 en 1985, 'n verhoging van minstens R20 per week betaal word. Insgelyks moet alle werknemers

Agreement, and all apprentices, excluding factory aids, who are in receipt of wages in excess of the minimum rates prescribed at 31 December 1982, 1983 and 1984, respectively, shall be paid an increase of not less than R10 per week as from 1 January 1983, 1984 and 1985, respectively. Similarly, factory aids who are in receipt of wages in excess of the minimum rates prescribed at 31 December 1982, 1983 and 1984, respectively, shall be paid an increase of not less than R7,50 per week in the urban areas and R5 per week in the rural areas as from 1 January 1983, 1984 and 1985, respectively.

TABLE 1

Day work

Area	Journeymen not else- where specified Scale 1	Foremen; offset litho, multi-colour, perfecting and rotary machine minders Scale 2	T.M. operators Scale 3	Operator mechanics and printers' technicians (electronics) Scale 4
1983				
Rural.....	R 180,04	R 191,23	R 193,04	R 205,48
Urban.....	181,39	192,71	194,54	207,19
1984				
Rural.....	R 210,05	R 223,10	R 225,21	R 239,73
Urban.....	211,62	224,83	226,96	241,72
1985				
Rural.....	R 240,06	R 254,97	R 257,38	R 273,98
Urban.....	241,85	256,95	259,38	276,25

TABLE 2

Day work

Weekly wages payable to printers' attendants

Area	1983	1984	1985
Rural.....	R 147,13	R 171,65	R 196,17
Urban.....	149,24	174,11	198,98

TABLE 3

Day work

Weekly wages payable to trainee printers' attendants

Area	1983		1984		1985	
	First year	Second year	First year	Second year	First year	Second year
Rural.....	R 126,53	R 132,38	R 147,62	R 154,44	R 168,71	R 176,50
Urban.....	128,65	134,54	150,09	156,96	171,53	179,38

TABLE 4

Day work

Weekly wages payable to process mounters
1983

Area	First six months	Second six months	Third six months	Thereafter
Rural.....	R 108,04	R 126,04	R 144,05	R 162,05
Urban.....	108,88	127,01	145,16	163,30

vir wie minimum lone in hierdie Ooreenkomms voorgeskryf word en alle vakleerlinge, uitgesonderd fabriekshelpers, wat hoër lone ontvang as die minimum loonskale op onderskeidelik 31 Desember 1982, 1983 en 1984 voorgeskryf vanaf onderskeidelik 1 Januarie 1983, 1984 en 1985 'n verhoging van minstens R10 per week betaal word. Insgelyks moet alle fabriekshelpers wat hoër lone ontvang as die minimum loonskale op onderskeidelik 31 Desember 1982, 1983 en 1984 voorgeskryf vanaf onderskeidelik 1 Januarie 1983, 1984 en 1985 'n verhoging van minstens R7,50 per week in die stedelike gebiede en R5 per week in die plattelandse gebiede betaal word.

TABLE 1

Dagwerk

Gebied	Vakmanne nie elders genoem nie Skaal 1	Voormanne; bedieners van vlak- druklieto- veelkleur- perfekteer- en rolperse Skaal 2	S.M.- bedieners Skaal 3	Bediener- werktuig- kundiges en drukkers- tegnici (elektro- nika) Skaal 4
1983				
Platteland....	R 180,04	R 191,23	R 193,04	R 205,48
Stedelik.....	181,39	192,71	194,54	207,19
1984				
Platteland....	R 210,05	R 223,10	R 225,21	R 239,73
Stedelik.....	211,62	224,83	226,96	241,72
1985				
Platteland....	R 240,06	R 254,97	R 257,38	R 273,98
Stedelik.....	241,85	256,95	259,38	276,25

TABLE 2

Dagwerk

Weeklone betaalbaar aan drukkersshulpe

Gebied	1983	1984	1985
Platteland.....	R 147,13	R 171,65	R 196,17
Stedelik.....	149,24	174,11	198,88

TABLE 3

Dagwerk

Weeklone betaalbaar aan leerling-drukkersshulpe

Gebied	1983		1984		1985	
	Eerste jaar	Tweede jaar	Eerste jaar	Tweede jaar	Eerste jaar	Tweede jaar
Platteland.....	R 126,53	R 132,38	R 147,62	R 154,44	R 168,71	R 176,50
Stedelik.....	128,65	134,54	150,09	156,96	171,53	179,38

TABLE 4

Dagwerk

Weeklone betaalbaar aan chemiemonteerders
1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Daarna
Platteland....	R 108,04	R 126,04	R 144,05	R 162,05
Stedelik.....	108,88	127,01	145,16	163,30

1984				
Area	First six months	Second six months	Third six months	Thereafter
Rural	R 126,05	R 147,05	R 168,06	R 189,06
Urban	127,03	148,18	169,35	190,52

1985				
Area	First six months	Second six months	Third six months	Thereafter
Rural	R 144,06	R 168,06	R 192,07	R 216,07
Urban	145,18	169,35	193,54	217,74

TABLE 5

Day work*Weekly wages payable to fruit wrapper machine operatives*

Area	1983	1984	1985
Rural	R 110,69	R 129,14	R 147,59
Urban	124,57	145,33	166,09

TABLE 6

Day work*Weekly wages payable to platen pressmen and litho operatives*

When employed in terms of section 25 (9) (d) (ii) platen pressmen shall be paid at least 10 per cent more than the wages specified in this Table.

Area	1983	1984	1985
Rural	R 97,26	R 113,47	R 129,68
Urban	109,31	127,53	145,75

TABLE 7

Day work*Weekly wages payable to learner platen pressmen and learner litho operatives according to their experience*

When employed in terms of section 25 (9) (d) (ii) learner platen pressmen shall be paid at least 10 per cent more than the wages specified in this Table.

1983			
Area	First six months	Second six months	Third six months
Rural	R 60,31	R 67,58	R 82,02
Urban	66,58	74,98	87,43

1984			
Area	First six months	Second six months	Third six months
Rural	R 70,36	R 78,84	R 95,69
Urban	77,68	87,48	102,00

1985			
Area	First six months	Second six months	Third six months
Rural	R 80,41	R 90,10	R 109,36
Urban	88,78	99,98	116,57

1984				
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Daarna
Platteland.....	R 126,05	R 147,05	R 168,06	R 189,06
Stedelik.....	127,03	148,18	169,35	190,52

1985				
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Daarna
Platteland.....	R 144,06	R 168,06	R 192,07	R 216,07
Stedelik.....	145,18	169,35	193,54	217,74

TABLE 5

Dagwerk*Weeklone betaalbaar aan bedieners van vrugtetoedraaipapiemasjiene*

Gebied	1983	1984	1985
Platteland.....	R 110,69	R 129,14	R 147,59
Stedelik.....	124,57	145,33	166,09

TABLE 6

Dagwerk*Weeklone betaalbaar aan degelpersdrukkers en litobediensers*

Wanneer werksaam ingevolge klousule 25 (9) (d) (ii), moet degelpersdrukkers minstens 10 persent meer betaal word as die lone wat in hierdie Tabel gespesifiseer word.

Gebied	1983	1984	1985
Platteland.....	R 97,26	R 113,47	R 129,68
Stedelik.....	109,31	127,53	145,75

TABLE 7

Dagwerk*Weeklone betaalbaar aan leerling-degelpersdrukkers en leerling-litobediensers volgens hul ondervinding*

Wanneer werksaam ingevolge klousule 25 (9) (d) (ii), moet leerling-degelpersdrukkers minstens 10 persent meer betaal word as die lone wat in hierdie Tabel gespesifiseer word.

1983			
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland.....	R 60,31	R 67,58	R 82,02
Stedelik.....	66,58	74,98	87,43

1984			
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland.....	R 70,36	R 78,84	R 95,69
Stedelik.....	77,68	87,48	102,00

1985			
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland.....	R 80,41	R 90,10	R 109,36
Stedelik.....	88,78	99,98	116,57

TABLE 8

Day work

Weekly wages payable to Monotype caster attendants in accordance with their experience
1983

Area	First year	Second year	Thereafter
Rural.....	R 56,54	R 76,85	R 97,51
Urban.....	61,03	84,44	110,22

1984

Area	First year	Second year	Thereafter
Rural.....	R 65,96	R 89,66	R 113,76
Urban.....	71,20	98,51	128,59

1985

Area	First year	Second year	Thereafter
Rural.....	R 75,38	R 102,47	R 130,01
Urban.....	81,37	112,58	146,96

TABLE 9

Day work

Weekly wages payable to quarter binders according to their experience as such

The highest rate of wages specified in this Table shall be payable to operatives of manually operated cutting machines.

1983

Area	First year	Second year	Thereafter
Rural.....	R 84,16	R 91,31	R 92,98
Urban.....	88,30	97,13	104,51

1984

Area	First year	Second year	Thereafter
Rural.....	R 98,19	R 106,53	R 108,48
Urban.....	103,02	113,32	121,93

1985

Area	First year	Second year	Thereafter
Rural.....	R 112,22	R 121,75	R 123,98
Urban.....	117,74	129,51	139,35

TABLE 10

Day work

Weekly wages payable to general assistants, drivers of motor vehicles, fork-lift drivers and solid typesetters during their first two years of experience

1983

Area	First six months	Second six months	Third six months	Fourth six months	After two years*
Rural.....	R 54,29	R 62,08	R 69,07	R 77,47	R 78,73
Urban.....	58,51	68,66	76,03	82,30	83,64

TABEL 8

Dagwerk

Weeklone betaalbaar aan Monotype-gietmasjienbedieners volgens hul ondervinding
1983

Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 56,54	R 76,85	R 97,51
Stedelik.....	61,03	84,44	110,22

1984

Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 65,96	R 89,66	R 113,76
Stedelik.....	71,20	98,51	128,59

1985

Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 75,38	R 102,47	R 130,01
Stedelik.....	81,37	112,58	146,96

TABEL 9

Dagwerk

Weeklone betaalbaar aan kwartobinders volgens hul ondervinding as sodanig

Die hoogste lone wat in hierdie Tabel vir mans gespesifiseer word, is aan bedieners van handsnymasjiene betaalbaar

1983

Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 84,16	R 91,31	R 92,98
Stedelik.....	88,30	97,13	104,51

1984

Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 98,19	R 106,53	R 108,48
Stedelik.....	103,02	113,32	121,93

1985

Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 112,22	R 121,75	R 123,98
Stedelik.....	117,74	129,51	139,35

TABEL 10

Dagwerk

Weeklone betaalbaar aan algemene assistente, drywers van motorvoertuie, vorkhyserdrywers en platsetters gedurende hul eerste twee-jaaronervinding

1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar*
Platteland.....	R 54,29	R 62,08	R 69,07	R 77,47	R 78,73
Stedelik.....	58,51	68,66	76,03	82,30	83,64

1984					
Area	First six months	Second six months	Third six months	Fourth six months	After two years*
Rural.....	R 63,34	R 72,43	R 80,58	R 90,38	R 91,85
Urban.....	68,26	80,10	88,70	96,02	97,58

1985					
Area	First six months	Second six months	Third six months	Fourth six months	After two years*
Rural.....	R 72,39	R 82,78	R 92,09	R 103,29	R 104,97
Urban.....	78,01	91,54	101,37	109,74	111,52

* General assistants, drivers of motor vehicles and fork-lift drivers only. For continuation of scales for solid typesetters, see Table 11.

TABLE 11

Day work

Weekly wages payable to solid typesetters after two years of experience

1983			
Area	Third year	Fourth year	After four years
Rural.....	R 81,60	R 91,31	R 92,98
Urban.....	83,38	97,13	104,51

1984			
Area	Third year	Fourth year	After four years
Rural.....	R 95,20	R 106,53	R 108,48
Urban.....	97,28	113,32	121,93

1985			
Area	Third year	Fourth year	After four years
Rural.....	R 108,80	R 121,75	R 123,98
Urban.....	111,18	129,51	139,35

TABLE 12

Day work

Weekly wages payable to envelope punchers according to their experience as such

1983			
Area	First year	Second year	Thereafter
Rural.....	R 77,28	R 86,11	R 92,98
Urban.....	82,06	94,24	104,51

1984			
Area	First year	Second year	Thereafter
Rural.....	R 90,16	R 100,46	R 108,48
Urban.....	95,74	109,95	121,93

1985			
Area	First year	Second year	Thereafter
Rural.....	R 103,04	R 114,81	R 123,98
Urban.....	109,42	125,66	139,35

1984					
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar*
Platteland.....	R 63,34	R 72,43	R 80,58	R 90,38	R 91,85
Stedelik.....	68,26	80,10	88,70	96,02	97,58

1985					
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar*
Platteland.....	R 72,39	R 82,78	R 92,09	R 103,29	R 104,97
Stedelik.....	78,01	91,54	101,37	109,74	111,52

* Slegs algemene assistente, motorvoertuigdrywers en vorkhyserdrywers. Vir voortsetting van skale vir platsetters, sien Tabel 11.

TABEL 11

Dagwerk

Weeklone betaalbaar aan platsetters na twee jaar ondervinding

1983			
Gebied	Derde jaar	Vierde jaar	Na vier jaar
Platteland.....	R 81,60	R 91,31	R 92,98
Stedelik.....	83,38	97,13	104,51

1984			
Gebied	Derde jaar	Vierde jaar	Na vier jaar
Platteland.....	R 95,20	R 106,53	R 108,48
Stedelik.....	97,28	113,32	121,93

1985			
Gebied	Derde jaar	Vierde jaar	Na vier jaar
Platteland.....	R 108,80	R 121,75	R 123,98
Stedelik.....	111,18	129,51	139,35

TABEL 12

Dagwerk

Weeklone betaalbaar aan koevertponsers volgens hul ondervinding as sodanig

1983			
Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 77,28	R 86,11	R 92,98
Stedelik.....	82,06	94,24	104,51

1984			
Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 90,16	R 100,46	R 108,48
Stedelik.....	95,74	109,95	121,93

1985			
Gebied	Eerste jaar	Tweede jaar	Daarna
Platteland.....	R 103,04	R 114,81	R 123,98
Stedelik.....	109,42	125,66	139,35

TABLE 13

Day work

Weekly wages payable to trainee printers' technicians (electronics)

1983

Area	First year	Second year	Third year
	R	R	R
Rural and Urban.....	90,70	117,90	135,90

1984

Area	First year	Second year	Third year
	R	R	R
Rural and Urban.....	105,82	137,55	158,55

1985

Area	First year	Second year	Third year
	R	R	R
Rural and Urban.....	120,94	157,20	181,20

7. DISCIPLINARY AND GRIEVANCE PROCEDURE

(1) The Executive Committee shall have the power to issue guidelines to employers and Chapels on the procedure to be followed if disciplinary action against an employee is indicated or if an employee has a grievance relating to his work situation.

(2) If an employer and Chapel have negotiated a disciplinary or grievance procedure, the procedure shall be submitted to the Council for registration. The Standing Committee, in its discretion, may register such a procedure. A registered disciplinary procedure may, *inter alia*, provide for the suspension of an employee for a period not exceeding five working days.

8. DIFFERENTIAL RATES AND RATIO

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

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

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

(c) Similarly, subject to the provisions of section 18 (6) (a), the contributions payable to the funds of the Council in terms of section 18 in respect of an employee referred to in paragraph (a) or (b) above shall be at the higher rate prescribed for the whole day.

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

General assistants; fibre container assistants; paper-sack machine assistants; packaging assistants; corrugated board and container assistants and screen assistants:

Provided that general assistants in respect of whom exemptions have been issued authorising such employees to do work of journeymen, litho operators of platen pressmen, shall not be regarded as general assistants for the purposes of this subsection. In determining the ratio solid typesetters shall however be included.

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

(c) Not less than one in every three employees employed solely on making ready on and operating or supervising the operation of platen machines or cylinder machines capable of printing on a sheet not larger than 381 mm by 508 mm shall be paid at not less than the rate of wages prescribed for platen pressmen in the area concerned.

TABEL 13

Dagwerk

Weeklone betaalbaar aan leerling-drukkerstegnici (elektronika)

1983

Gebied	Eerste jaar	Tweede jaar	Derde jaar
	R	R	R
Platteland en stedelik	90,70	117,90	135,90

1984

Gebied	Eerste jaar	Tweede jaar	Derde jaar
	R	R	R
Platteland en stedelik	105,82	137,55	158,55

1985

Gebied	Eerste jaar	Tweede jaar	Derde jaar
	R	R	R
Platteland en stedelik	120,94	157,20	181,20

7. PROSEDURE IN VERBAND MET DISSCIPLINE EN GRIEWE

(1) Die Uitvoerende Komitee kan riglyne uitreik aan werkgewers en Kapelle oor die prosedure wat gevolg moet word wanneer die aanduiding is dat dissiplinêre stappe teen 'n werknemer gedoen moet word of wanneer 'n werknemer 'n grief het in verband met sy werksituasie.

(2) Indien 'n werkgewer en 'n Kapel onderhandel het oor 'n prosedure in verband met dissipline of griewe, moet die prosedure aan die Raad vir registrasie voorgelê word. Die Vaste Komitee kan na goeddunke sodanige prosedure registreer. In 'n geregistreerde prosedure in verband met dissipline kan onder andere voorsiening gemaak word vir die skorsing van 'n werknemer vir 'n tydperk van hoogstens vyf werkdade.

8. DIFFERENSIELE LONE EN GETALSVERHOUDING

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

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

Opmerking.—Die betaling van lone aan 'n werknemer teen 'n hoër tarief as dié waarop hy onder gewone omstandighede geregtig sou gewees het, stel 'n werkgewer nie vry om klousules 25, 32, 37, 41 en 45 van hierdie Ooreenkoms te veronagsaam nie.

(c) Behoudens klousule 18 (6) (a), moet die bydraes wat kragtens klousule 18 aan die fondse van die Raad betaalbaar is ten opsigte van 'n werknemer in paragraaf (a) of (b) hierbo bedoel, insgelyks teen die hoër tarief wees wat vir die hele dag voorgeskryf is.

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

Algemene assistente; veselhouerassistente; papiersakmasjienassistente; houerassistente riefelbordhouerassistente en skermassistente:

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

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

(c) Minstens een uit elke drie werknemers wat uitsluitlik in diens is by toestelwerk op en die bediening van of toesighouding oor die werk van degelpers of silindermasjiene wat 'n vel van hoogstens 381 mm by 508 mm kan bedruk, moet besoldig word teen minstens die loontarief wat vir degelpersdrukkers in die betrokke gebied voorgeskryf word.

9. APPRENTICES AND MINORS

(1) Upon termination of his contract of apprenticeship the employee concerned becomes a journeyman, but his employment by the employer with whom his apprenticeship has been served may not be terminated by either party (except for reasons justifying summary cancellation of the contract of employment) until he has worked for a minimum period of eight weeks for the employer concerned as a journeyman at the wages payable to journeymen. In case short-time is being worked in his department at the time of completion of his contract, the above period shall be extended to the equivalent of eight full weeks.

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

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

(4) An employer shall not employ any person under the age of 15 years in the Industry.

10. PIECE-WORK AND INCENTIVE SCHEMES

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

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

11. PAYMENT OF REMUNERATION

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

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

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

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

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

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

(a) Where an employee is absent from work on days other than paid holidays provided under sections 14 and 48 of this Agreement, a *pro rata* amount for the period of such absence;

(b) any amount due by an employee to the Housing or Medical Aid Funds of the Council: Provided that a request to deduct the amount in question (whether in a lump sum or by instalments) has been addressed to the employer by the Trade Union;

(c) with the written consent of the employee, deductions for holiday, sick or pension funds, insurance premiums, savings schemes, repayment of loans by his employer, contributions to the funds of a medical aid society registered by the Standing Committee in terms of section 18 (4) hereof, or any other deduction approved of in writing by the local branch secretary of the trade union;

(d) contributions payable by the employee to the funds of the Council;

(e) any amount paid by an employer compelled by legal process to make payment on behalf of an employee;

9. VAKLEERLINGE EN MINDERJARIGES

(1) By beëindiging van sy leertyd word die betrokke werknemer 'n vakman, maar sy diens by die werkgever by wie hy 'n leertyd uitgedien het, mag nie deur enigeen van die partye beëindig word nie (uitgesonderd om redes wat die summere opsegging van die dienskontrak regverdig) voordat hy 'n tydperk van minstens agt weke vir die betrokke werkgever as 'n vakman gewerk het teen die loon wat aan 'n vakman betaalbaar is. Ingeval korttyd in sy afdeling ten tyde van die voltooiing van sy kontrak gewerk word, moet bogenoemde tydperk tot die ekwivalent van agt volle weke verleng word.

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

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

(4) 'n Werkgever mag niemand onder die ouderdom van 15 jaar in die Nywerheid in diens neem nie.

10. STUKWERK EN AANSPORINGSKEMAS

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

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

11. BETALING VAN BESOLDIGING

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

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

(3) 'n Werkgever moet seker maak dat die bedrag wat aan elke werknemer verskuldig is, aan dié werknemer gegee word in 'n verseelde koert waarop geskryf staan—

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

Hierdie subklousule is nie van toepassing waar ander reëlings, deur die Vaste Komitee goedgekeur, deur 'n werkgever getref is nie.

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

(a) As 'n werknemer op ander dae as vakansiedae met besoldiging wat kragtens klousules 14 en 48 van hierdie Ooreenkoms bepaal word, van die werk afwesig is, 'n *pro rata*-bedrag vir die tydperk van dié afwesigheid;

(b) die bedrag wat deur 'n werknemer aan die Behuisings- of Mediese Hulpfonds van die Raad verskuldig is: Met dien verstande dat 'n versoek om die betrokke bedrag (in 'n ronde bedrag of in paaiemente) af te trek, deur die vakvereniging aan die werkgever gerig is;

(c) met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, siekte- of pensioenfondse, assuransiëpremies, spaarskemas, terugbetalings van lenings deur sy werkgever gedoen, bydraes tot die fondse van 'n mediese hulpvereniging geregistreer deur die Vaste Komitee kragtens klousule 18 (4) (b) hiervan, of 'n ander aftrekking wat deur die sekretaris van die plaaslike tak van die vakvereniging skriftelik goedgekeur is;

(d) bydraes betaalbaar deur 'n werknemer aan die fondse van die Raad;

(e) die bedrag wat 'n werkgever regtens verplig is om namens 'n werknemer te betaal en wel betaal;

(f) with the written consent of the employee, subscriptions to the trade union;

(g) any amount due by an employee to his employer in terms of section 14 (6) (a) or 17 (6) (a);

(h) deductions authorised by the Joint Board concerned or the Standing Committee in terms of section 14 (2) (a);

(i) where an employer, due to a clerical, accounting or administrative error or miscalculation, pays an employee remuneration in excess of the normal wages, overtime payments, leave pay or holiday bonus due to the employee or makes an incorrect deduction from the wages of an employee in terms of section 21 of this Agreement, the employer may recover such overpayment from the subsequent remuneration payable to the employee: Provided that the written approval of the local Joint Board is obtained beforehand. In applying for such approval the employer must submit details regarding the circumstances under which the error or miscalculation was made, the amount of the overpayment and the amount of the proposed deduction or deductions within six months after the error or miscalculation occurred. No recovery from the remuneration of an employee in respect of arrears of deductions shall be authorised in cases where an employer failed to make any deduction from the wages of that employee in terms of section 21.

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

12. HOURS OF WORK

(1) The ordinary hours of work of employees covered by the terms of Chapters 2, 3, 4, 5, 6, 7 and 8 of this Agreement shall be 40 hours per week and the wage rates specified therein shall be regarded as the minimum payment for such ordinary hours of work. Any time worked in excess of 40 hours per week shall be paid for in accordance with the provisions of section 13 of this Agreement.

(2) An employer shall arrange the weekly working hours of employees on day work in his establishment to commence not earlier than 06h30 on any day and to finish not later than 18h00 on five days, and not later than 12h00 on one day in any one week: Provided that in the case of afternoon newspaper establishments, when an afternoon off per week cannot be provided, equivalent time off or one whole day per fortnight, may be substituted for one afternoon off by arrangement with the Chapel: Provided further that the normal working hours, excluding meal intervals, in any one day shall not exceed eight and a half except in establishments where the normal week's work is completed in five days, in which case the normal day's work shall not exceed nine hours.

An employer shall arrange the working hours on all days on which the working time exceeds five hours so as to allow for a break of at least one hour between the hours of 11h30 and 14h30.

(3) Employees who perform work on a regular shift, any portion of which falls between the hours of 18h00 on one day and 06h30 on the next, shall be classed as night workers. Night workers engaged on newspapers may be required to work on Sunday evenings as part of their regular shift. In cases where the nature of the work performed in an establishment requires that certain employees should work in a shift which varies from the normal day or night shift, the Standing Committee may authorise a schedule of working hours for the employees concerned. The normal working hours excluding meal times, in respect of night workers, on any one shift shall not exceed eight and a half except in establishments where the normal week's work is completed in five days or nights, in which case the normal shift shall not exceed nine hours.

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

(5) An employer who proposes to employ an employee on night work, other than for the production of a newspaper, shall advise the Joint Board concerned of his intention to do so.

(6) No employee may work, nor may an employer ask an employee to work, for a continuous period of more than five hours without a break of at least one hour: Provided that, for this purpose, work interrupted by breaks of less than one hour shall be deemed to be continuous.

(7) Engineers and other employees on maintenance, whose duties require that they should work on Sundays, may be authorised by an exemption certificate issued by the local Joint Board to work on Sundays at normal rates of pay, for a number of hours to be stipulated in such exemption certificate; and any hours worked on Sunday in excess of the hours so stipulated shall be treated as falling within the terms of section 13 of this Agreement.

(f) met die skriftelike toestemming van die werknemer, ledesgeld van 'n vakvereniging;

(g) 'n bedrag deur 'n werknemer aan sy werkgever verskuldig ingevolge klousule 14 (6) (a) of 17 (6) (a);

(h) aftrekkings gemagtig deur die betrokke Gesamentlike Raad of die Vaste Komitee ingevolge klousule 14 (2) (a);

(i) as 'n werkgever 'n werknemer as gevolg van 'n klerklike, boekhou- of administratiewe fout of misrekening 'n hoër besoldiging betaal as die gewone loon, oortydbesoldiging, verlofbesoldiging of vakansiebonus wat aan 'n werknemer toekom of 'n verkeerde aftrekking van die loon van 'n werknemer maak ingevolge klousule 21 van hierdie Ooreenkoms, kan hy sodanige oorbetalings verhaal op die daaropvolgende besoldiging wat aan die werknemer verskuldig is: Met dien verstande dat die skriftelike toestemming van die plaaslike Gesamentlike Raad vooraf verkry word. In sy aansoek om sodanige toestemming moet die werkgever binne ses maande nadat die fout of misrekening voorgekom het besonderhede voorleë van die omstandighede waaronder die fout of misrekening geskied het, die bedrag van die oorbetalings en die bedrag van die voorgestelde aftrekking of aftrekkings. In gevalle waar 'n werkgever versuim het om ingevolge klousule 21 aftrekkings van die loon van 'n werknemer te maak, mag hy dit nie verhaal op die besoldiging van so 'n werknemer ten opsigte van agterstallige seël aftrekkings nie.

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

12. WERKURE

(1) Die gewone werkure van werknemers wat deur Hoofstukke 2, 3, 4, 5, 6, 7 en 8 van hierdie Ooreenkoms gedek word, is 40 uur per week en die loontariewe wat daarin gespesifiseer word, moet as die minimum besoldiging vir sulke gewone werkure geag word. Vir tyd wat meer as 40 uur per week gewerk word, moet betaal word ooreenkomstig klousule 13 van hierdie Ooreenkoms.

(2) 'n Werkgever moet die weeklikse werkure van werknemers op dagwerk in sy inrigting só reël dat daar op geen dag vóór 06h30 en ná 18h00 op vyf dae en ná 12h00 op één dag in 'n week gewerk word nie: Met dien verstande dat in die geval van middagkoerant-drukkerye waar 'n middag per week nie diensvry toegestaan kan word nie, 'n gelykstaande diensvry tyd of een hele dag elke 14 dae toegestaan kan word in die plek van een diensvry middag, nadat reëlins met die Kapel getref is: Voorts met dien verstande dat die gewone werkure, etenspouses uitgesonderd, op 'n enkele dag nie meer as agt en 'n half mag wees nie, uitgesonderd in inrigtings waar die gewone week se werk in vyf dae voltooi kan word, en in dié geval mag die gewone dag se werk nie meer as nege uur wees nie.

'n Werkgever moet die werkure op alle dae waarop die werktid meer as vyf uur is, só reël dat 'n pouse van minstens een uur tussen die ure 11h30 en 14h30 toegestaan kan word.

(3) Werknemers wat 'n gereelde skof werk waarvan 'n gedeelte tussen die ure 18h00 op één dag en 06h30 op die volgende dag val, moet as nagwerkers ingedeel word. Van nagwerkers wat op koerante werk, kan vereis word om Sondagaande as deel van hul gereelde skof te werk. In gevalle waar die aard van die werk wat in 'n inrigting verrig word, vereis dat sekere werknemers 'n skof moet werk wat van die gewone dag- of nagskof verskil, kan die Vaste Komitee 'n werkrooster vir die betrokke werknemer magtig. Die gewone werkure, etenspouses uitgesonderd, van nagwerkers op 'n enkele skof mag nie meer as agt en 'n half wees nie, behalwe in inrigtings waar die week se gewone werk in vyf dae of nagte voltooi word, en in dié geval mag die gewone skof nie meer as nege uur wees nie.

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

(5) 'n Werkgever wat voornemens is om 'n werknemer op nagwerk in diens te neem, uitgesonderd met die doel om 'n koerant te druk, moet die betrokke Gesamentlike Raad van sy voorneme in kennis stel.

(6) Geen werknemer mag vir 'n ononderbroke tydperk van meer as vyf uur sonder 'n pouse van minstens een uur werk nie en geen werkgever mag dit van hom vereis nie: Met dien verstande dat, vir die toepassing van hierdie subklousule, werk wat deur pouses van minder as een uur onderbreek word, geag word ononderbroke te wees.

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

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

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

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

13. OVERTIME AND SUNDAY WORK

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

(a) Time and one-third for the first six hours' overtime or part thereof in any one working week; time and one-half for the next four hours' overtime or part thereof in such week; and double time for any further overtime worked in such week: Provided that the provisions of this paragraph may be modified in terms of paragraph (e) of this subsection. Time worked on the house half-holiday, a special paid holiday and on Sunday shall not be included for the purposes of ascertaining the overtime rate applicable in terms of this paragraph.

(b) Subject to the provisions of paragraphs (c), (d) and (e), time worked by an employee on any day in excess of four hours beyond the normal hours of his shift shall be paid for at double time, but shall not be included in the total weekly hours for the purpose of calculating overtime payable in terms of paragraph (a).

(c) Time worked on the day of the house half-holiday in excess of the usual number of hours worked on that day shall be paid for at double time.

(d) Night workers engaged on newspapers shall be entitled to ordinary overtime rates only for overtime worked on Sundays: Provided however—

(i) that all time worked by such employees from the completion of their Friday shift—normal time and overtime—until the normal starting time of their Sunday shift shall be paid for at double time;

(ii) that subject to the provisions of paragraph (a) hereof, such employees shall not be entitled to double time for time worked before the normal starting time of any other shift; and

(iii) that such employees working a four-night or five-night week, who work on their day off other than that referred to in proviso (i), shall be paid at double time for all time worked on such day.

(e) In cases where work is performed by the regular staff of employees on Saturdays or Sundays in connection with the production of late Saturday evening and Sunday newspapers, the excess overtime rates payable to the employees concerned shall, notwithstanding anything to the contrary hereinbefore contained, be mutually agreed upon between the employer and the local branch of the trade union, with the right to appeal to the Joint Board concerned and/or to the Standing Committee. A copy of any such agreement shall be submitted to the Standing Committee for registration.

(f) In establishments where the weekly working hours prescribed in section 12 (1) of this Agreement are completed in five days (that is from Monday to Friday inclusive) time worked on Saturdays until 12h00 shall be paid for in terms of paragraphs (a) and (b) of this subsection, and after 12h00 at double time.

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

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

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

13. OORTYD EN WERK OP SONDAG

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

(a) Vir die eerste ses uur oortyd of gedeelte daarvan in 'n werkweek, een en 'n derde maal die gewone loon; vir die daaropvolgende vier uur oortyd of gedeelte daarvan in dié week, een en 'n halfmaal die gewone loon; en vir verdere oortyd in die week gewerk, dubbel die gewone loon: Met dien verstande dat hierdie paragraaf gewysig kan word ingevolge paragraaf (e) van hierdie subklousule. Tyd wat op die inrigting se vakansiehelfdag, 'n spesiale vakansiedag met besoldiging en op Sondag gewerk word, word nie ingesluit vir die doel om die oortyd wat ingevolge hierdie paragraaf betaalbaar is, te bereken nie.

(b) Behoudens paragrafe (c), (d) en (e) moet vir tyd wat 'n werknemer op 'n dag meer as vier uur bo die gewone ure van sy skof werk, teen dubbel die gewone loon betaal word, maar dit mag nie vir die doel om die oortyd te bereken wat ingevolge paragraaf (a) betaalbaar is, by die totale weeklikse ure ingesluit word nie.

(c) Vir die tyd gewerk op 'n inrigting se vakansiehelfdag bo die gewone getal ure wat op daardie dag gewerk word, moet daar teen dubbel die gewone loon betaal word.

(d) Nagwerkers in diens by koerante is slegs vir oortyd op Sondag gewerk, op die gewone oortyd tariewe geregtig: Met dien verstande dat—

(i) vir alle tyd deur sulke werknemers gewerk vanaf die voltooiing van hul Vrydagsskof—gewone tyd en oortyd—tot die gewone begintyd van hul Sondagskof, teen dubbel die gewone loon betaal moet word.

(ii) behoudens paragraaf (a) hiervan, hierdie werknemers nie geregtig is op dubbel die gewone loon vir tyd gewerk voor die gewone begintyd van 'n ander skof nie; en dat

(iii) sodanige werknemers wat vier nagte of vyf nagte in 'n week werk en wat werk op die dag wat hulle gewoonlik vry het, behalwe dié in voorbehoudsbepaling (i) bedoel, betaal moet word teen dubbel die gewone loon vir alle tyd op sodanige dag gewerk.

(e) In gevalle waar die vaste werknemerpersoneel op Saterdag of Sondag werk in verband met die druk van laat Saterdag- of Sondagkoerante, moet die ekstra oortyd tariewe wat aan die betrokke werknemers betaalbaar is, ondanks enigiets anders hierin vervat, by onderlinge ooreenkoms tussen die werkgewer en die plaaslike tak van die vakvereniging vasgestel word, met die reg van beroep op die betrokke Gesamentlike Raad en/of op die Vaste Komitee. 'n Eksemplaar van sodanige ooreenkoms moet vir registrasie by die Vaste Komitee ingedien word.

(f) In inrigtings waar die weeklikse werkure, voorgeskryf by klousule 12 (1) van hierdie Ooreenkoms, in vyf dae (nl. van Maandag tot en met Vrydag) voltooi word, moet vir tyd op Saterdag tot 12h00 gewerk, ooreenkomstig paragrafe (a) en (b) van hierdie subklousule betaal word, en ná 12h00 teen dubbel die gewone loon.

(g) For the purposes of this section, each week shall stand on its own: Provided that time lost by an employee through illness or at the request of the employer shall not be required to be made up before overtime is calculated. Time lost by an employee through any other cause shall first be made up before any overtime is calculated: Provided that this shall not apply in respect of time worked after 12h00 on a Saturday or in respect of time worked on a Sunday.

(h) For the purposes of this section, overtime rates shall be calculated in terms of section 6 (6) on the rate at which the employee is ordinarily paid.

(2) An employer shall not require or permit an employee to work overtime for a total period exceeding in any one week—

(a) 10 hours; or

(b) a number of hours (which may exceed 10) fixed by the local Joint Board by notice in writing to the employer specifying the employee, or class of employee, in respect of whom the notice is applicable and the period for which and the conditions under which it shall be valid.

(3) (a) Foremen whose duties require them to supervise other employees while they are employed on overtime may be exempted from the provisions of this section by a certificate issued by the Standing Committee, specifying a weekly wage considered to be sufficient to compensate the exempted person for any overtime he is likely to perform.

(b) An employer shall not require or permit an employee in respect of whom such an exemption has been granted to perform, and no such employee shall perform, work falling within the scope of any designated trade in the Industry after normal working hours, unless journeymen in the department concerned are also working at the time.

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

(4) Whenever an employee works on a Sunday, whether in excess of 40 hours in the particular week or not, his employer shall either pay the employee—

(a) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(b) if he so works for a period exceeding four hours, remuneration, at a rate of not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(c) remuneration at a rate of not less than one and a third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

14. HOLIDAYS

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

(2) (a) An employer shall allow and require each of his employees to take, and an employee shall take, in accordance with the provisions of this section, a minimum of three weeks' paid holiday leave during each year, and in addition seven special paid holidays, namely New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow and Christmas Day. The ordinary annual holiday leave shall accrue proportionately in respect of employment during the calendar year. The special holidays accrue in respect of the working week in which they fall: Provided that the employee is in the employ of the employer the day prior to and also subsequent to the special holiday. If an employee is absent from work without the permission of his employer or without the production of an acceptable medical certificate on the whole or part of the working day immediately prior to or subsequent to the special holiday, the employee shall, subject to the approval of the Joint Board concerned, forfeit his right to be paid for such holiday.

(b) A night worker on a newspaper shall be allowed and required to take, and such employee shall take, one week's paid holiday leave during each year in addition to the minimum leave referred to in paragraph (a) hereof.

(3) (a) Subject to the provisions of subsection (11) hereof, annual holiday leave shall be granted and taken so as to commence not later than the end of the calendar year for which such leave is due, and if the employee concerned entered the Industry during that year, it shall be proportionate to the period served during such year. The period during which such leave is to be taken shall, wherever possible, be arranged mutually between the employer and the employee concerned, but shall otherwise be granted and taken at the reasonable convenience of the employer, who, under such circumstances, shall make the necessary arrangements through the Chapel, or, where no Chapel is functioning, through the Joint Board concerned.

(g) Vir die toepassing van hierdie klousule moet elke week afsonderlik beskou word: Met dien verstande dat tyd wat 'n werknemer verloor weens siekte of op versoek van die werkgever, nie ingehaal hoef te word voordat oortyd bereken word nie. Tyd wat deur 'n werknemer om 'n ander rede verloor word, moet eers ingehaal word voordat oortyd bereken word: Met dien verstande dat dit nie van toepassing is op tyd wat na 12h00 op 'n Saterdag of tyd wat op 'n Sondag gewerk is nie.

(h) Vir die toepassing van hierdie klousule word oortyd-tariewe bereken ooreenkomstig klousule 6 (6) volgens die tarief waarteen die werknemer gewoonlik betaal word.

(2) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om in 'n week altesaam langer oortyd te werk nie as—

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 mag wees) deur die plaaslike Gesamentlike Raad, vasgestel by skriftelike kennisgewing aan die werkgever met vermelding van die werknemer of klas werknemer ten opsigte van wie die kennisgewing van toepassing is, en die tydperk waarvoor en die voorwaardes waarop dit geldig is.

(3) (a) Voormanne wie se werk dit is om toesig oor ander werknemers te hou terwyl hulle oortyd werk, kan van die bepaling van hierdie klousule vrygestel word deur 'n sertifikaat uitgereik deur die Vaste Komitee waarin 'n weekloon bepaal word wat as voldoende geag word om die vrygestelde persoon te vergoed vir oortyd wat hy gewoonlik sal werk.

(b) 'n Werkgever mag nie van 'n werknemer ten opsigte van wie so 'n vrystelling verleen is, vereis of hom toelaat om werk wat binne die bestek van 'n aangewese bedryf in die Nywerheid val, ná gewone werkure te verrig nie en geen werknemer mag dit doen nie, tensy daar ook vakmanne op daardie tyd in die betrokke afdeling werk.

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

(4) As 'n werknemer op 'n Sondag werk, hetsy meer as 40 uur in die besondere week of nie, moet sy werkgever die werknemer—

(a) as hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(b) as hy vir 'n tydperk van langer as vier uur aldus werk, ten opsigte van die totale tydperk wat hy op dié Sondag werk, besoldiging teen minstens dubbel sy gewone loon betaal, of besoldiging van minstens dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(c) ten opsigte van die totale tydperk wat op die Sondag gewerk is, besoldiging teen minstens een en 'n derde maal sy gewone loon betaal en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone loontarief asof hy op dié verlofdag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

14. VAKANSIEDAE EN VAKANSIEVERLOF

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

(2) (a) 'n Werkgever moet, ooreenkomstig hierdie klousule, aan elkeen van sy werknemers minstens drie weke verlof met besoldiging in elke jaar toestaan, en daarbenewens sewe spesiale vakansiedae met betaling, naamlik Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Gelofte-dag en Kersdag, en vereis dat elke werknemer dit neem, en die werknemer moet dit neem. Die gewone jaarlikse verlof loop proporsioneel ten opsigte van die kalenderjaar op. Die spesiale vakansiedae loop op ten opsigte van die werkweek waarin hulle val: Met dien verstande dat die werknemer in die diens van die werkgever is op die dag voor en ook ná die spesiale vakansiedag. As 'n werknemer op die volle of 'n gedeelte van die werkdag onmiddellik voor of na die spesiale vakansiedag van sy werk afwesig is sonder die toestemming van sy werkgever of sonder om 'n aanvaarbare mediese sertifikaat voor te lê, verbeur hy, behoudens die goedkeuring van die betrokke Gesamentlike Raad, sy reg om vir sodanige vakansiedag betaal te word.

(b) 'n Nagwerker op 'n koerant moet toegelaat en verplig word om een week se verlof met besoldiging elke jaar te neem bo en behalwe die minimum verlof in paragraaf (a) hiervan bedoel, en die werknemer moet dié verlof neem.

(3) (a) Behoudens subklousule (11) hiervan, moet jaarlikse verlof toegestaan en geneem word sodat dit nie later nie as die einde van die kalenderjaar waarvoor dié verlof verskuldig is, begin, en as die betrokke werknemer in dié jaar by die Nywerheid aangesluit het, moet dit in verhouding wees tot die tyd wat hy dié jaar in diens was. Waar dit ook al moontlik is, moet die tyd waarin die verlof geneem moet word, onderling deur werkgever en die werknemer gereël word, maar andersins moet dit toegestaan en geneem word wanneer dit die werkgever pas, wat onder hierdie omstandighede die nodige reëlings deur tussenkoms van die Kapel moet tref, of waar daar geen Kapel bestaan nie, deur tussenkoms van die betrokke Gesamentlike Raad. As die tydperk wanneer verlof geneem moet

Where the period during which leave is to be taken has been fixed in accordance with the provisions of this subsection, no alteration in such arrangements shall be made except by mutual consent of the employer and the employee concerned. The period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, in on paid sick leave or, except at the written request of the employee, when he is required to undergo service under the Defence Act.

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

(c) Notwithstanding the provisions of paragraph (b) hereof, subject to the consent of the employer and the employee concerned and the approval of the Joint Board concerned having been obtained, annual leave not exceeding one week in any calendar year may be accumulated: Provided, however, that not more than six weeks' leave may be so accumulated. Accumulated leave shall be taken in an unbroken period: Provided, however, that the Joint Board concerned may authorise the taking of such leave in some other manner.

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

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

- (i) is absent on paid leave; or
- (ii) is absent from work on the instructions or at the request of his employer; or
- (iii) is absent from work as a result of an injury; or
- (iv) is absent from work owing to illness; or
- (v) undergoes service under the Defence Act;

shall be deemed to be employment for the purposes of subsections (2), (7) and (9) hereof: Provided that—

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

(ii) the provisions of paragraph (a) (iv) shall not apply in respect of any period during which the employee concerned has received benefits from the Health Maintenance Fund of the Council nor in respect of that part of any total period of absence during any calendar year of employment which is in excess of four months. When calculating any total period of absence no period of absence of less than one full day shall be included;

(iii) the period of military service deemed to be employment for the purposes of paragraph (a) (v) shall not exceed a total period of four months during any calendar year.

(b) An employer who proposes to make any deduction from the period of annual leave normally granted or in respect of a special holiday shall submit full details of the matter to the Standing Committee through the Joint Board for the area concerned.

(5) In the municipal area of Cape Town arrangements may be made between the Chapel and the employer for employees to take one week's holiday and the balance in ordinary or statutory holidays, and be paid therefor, in lieu of the annual holiday leave provided in subsection (2) of this section. In country newspaper offices special cases of hardship in respect of taking annual leave may be dealt with by the Standing Committee, which may grant permission for a portion of the annual holiday leave to be taken on statutory holidays other than the seven referred to in subsection (2) of this section, or on such other convenient days as may be arranged.

(6) Where an employer permits an employee to take the annual leave referred to in subsection (2) hereof at a time prior to the full leave period having accrued and the employment of such employee with the employer concerned is terminated before 31 December of that year, the question of any excess leave pay and holiday bonus shall be dealt with as follows:

(a) Any such employee who voluntarily leaves his employment or is dismissed for reasons justifying summary dismissal shall refund to his employer forthwith on termination of his employment the sum equivalent to any excess leave pay and holiday bonus he may have been given.

word, vasgestel is kragtens hierdie subklousule, mag geen verandering in sodanige reëlins gemaak word nie behalwe met onderlinge toestemming van die betrokke werkgewer en werknemer. Dié verlof mag nie saamval nie met 'n tydperk waartydens die werknemer 'n diensopseggingstermyn uitdien, met siekteverlof met besoldiging is of, behalwe op die skriftelike versoek van die werknemer, wanneer hy verplig word om diens kragtens die Verdedigingswet te ondergaan.

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

(c) Ondanks paragraaf (b) hiervan, kan jaarlikse verlof met 'n maksimum van 'n week in 'n kalenderjaar ooploop wanneer die toestemming van die betrokke werkgewer en werknemer en die goedkeuring van die betrokke Gesamentlike Raad verkry is: Met dien verstande egter dat hoogstens ses weke verlof só mag ooploop. Opgeloope verlof moet in 'n ononderbroke tydperk geneem word: Met dien verstande egter dat die betrokke Gesamentlike Raad die neem van sodanige verlof op 'n ander wyse kan magtig.

(d) In alle gevalle waar die neem van 'n gedeelte van jaarlikse verlof uitgestel word of as sodanige verlof ooploop het ooreenkomstig paragraaf (b) en (c) hiervan, moet die betrokke werkgewer aan die plaaslike tak van die vakvereniging, wanneer die betrokke werknemer die eerste gedeelte van sy verlof neem, die bedrag stuur wat aan sodanige werknemer verskuldig is vir verlofbetaling en verlofbonus, asook die bydraes verskuldig kragtens klousule 18 ten opsigte van die tydperk van uitgestelde of opgeloope verlof. Die bedrag aan die werknemer verskuldig, moet aan hom deur die vakvereniging betaal word wanneer die uitgestelde of opgeloope verlof geneem word. Indien 'n werknemer wat 'n gedeelte van sy verlof ooreenkomstig paragraaf (b) en (c) hiervan uitgestel of laat ooploop het, van werk verander, moet die vakvereniging die werknemer se nuwe werkgewer van die toedrag van sake in hierdie verband verwittig.

(4) (a) 'n Tydperk waarin 'n werknemer—

- (i) met verlof met betaling afwesig is; of
- (ii) op las of op versoek van sy werkgewer van sy werk afwesig is; of
- (iii) van die werk afwesig is as gevolg van 'n besering; of
- (iv) van die werk afwesig is weens siekte; of
- (v) diens kragtens die Verdedigingswet ondergaan;

moet vir die toepassing van subklousules (2), (7) en (9) hiervan as diens geag word: Met dien verstande dat—

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

(ii) paragraaf (a) (iv) nie van toepassing is nie ten opsigte van 'n tydperk waarin die betrokke werknemer bystand ontvang het van die Gesondheidsfonds van die Raad, en ook nie ten opsigte van daardie gedeelte van 'n totale afwesigheid van langer as vier maande in 'n kalenderjaar diens nie. By die berekening van totale tydperke van afwesigheid moet geen tydperk van afwesigheid van minder as één volle dag ingesluit word nie;

(iii) die tydperk van militêre diens wat vir die toepassing van paragraaf (a) (v) as diens geag word, nie 'n totale tydperk van langer as vier maande gedurende 'n kalenderjaar mag wees nie.

(b) 'n Werkgewer wat aftrekkings wil doen van die jaarlikse verloftydperk wat gewoonlik toegestaan word of ten opsigte van 'n spesiale vakansiedag, moet volledige besonderhede daarvan aan die Vaste Komitee deur die Gesamentlike Raad vir die betrokke gebied voorleë.

(5) In die munisipale gebied van Kaapstad kan reëlins tussen die Kapel en die werkgewer getref word dat werknemers een week verlof en die res as gewone of statutêre vakansiedae neem, en daarvoor betaal word, in plaas van die jaarlikse vakansieverlof, voorgeskryf by subklousule (2) van hierdie klousule, te neem. In plattelandse koerantkantore kan spesiale gevalle van ongerief of ontbering, wat betref die neem van jaarlikse verlof, behandel word deur die Vaste Komitee wat toestemming kan verleen dat 'n gedeelte van die jaarlikse vakansieverlof geneem word op ander statutêre vakansiedae as die sewe wat in subklousule (2) van hierdie klousule bedoel word, of op ander gerieflike dae indien dit gereël kan word.

(6) Ingeval 'n werkgewer 'n werknemer toelaat om die jaarlikse verlof in subklousule (2) hiervan bedoel, te neem voordat die volle verloftydperk ooploop het en diens van sodanige werknemer by die betrokke werkgewer voor 31 Desember van daardie jaar beëindig word, moet daar soos volg opgetree word ten opsigte van oorbetalings van verlof en verlofbonus:

(a) So 'n werknemer wat vrywillig sy diens verlaat, of ontslaan word om redes wat summier ontslag regverdig, moet aan sy werkgewer onmiddellik by sy diensbeëindiging 'n bedrag terugbetaal wat gelyk is aan oorbetalings van verlof en verlofbonus wat miskien aan hom betaal is.

(b) An employee whose employment is terminated through no fault of his own shall not be liable to make any refund or perform any gratuitous service in repayment of any excess leave pay and holiday bonus he may have received: Provided however, that on his obtaining new employment the previous employer shall be entitled to claim and receive from the next employer of the employee concerned the sum equivalent to that part of the holiday leave and holiday bonus paid to the employee and stemp contributions in respect of the leave period for which the new employer becomes liable. This amount shall be paid to the previous employer not later than 31 December of the year during which the leave accrued, or on the termination of the employment of the employee with the employer concerned if such termination takes place before the end of such year.

(c) When in terms of paragraph (b) of this subsection, an employer is called upon by the previous employer of one of his employees to refund leave pay in respect of a period of leave which was granted and taken before such leave accrued, the amount of the refund payable by such employer shall be at the rate of wages paid by the previous employer to such employee when the leave in question was granted and taken.

(d) Should an employer not have recovered by the end of the calendar year concerned an amount due to him in terms of this subsection in respect of holiday bonus paid in advance to an employee, who is, or was, a member of the trade union, this amount shall at the request of that employer be paid to him by the trade union. Where the employee is then employed by another employer in the industry, the proportionate amount for the period of that employee's employment with that other employer shall on request be paid forthwith by that other employer to the trade union. Notwithstanding anything to the contrary herein contained, the trade union shall be entitled to recover from the employee concerned any amount, paid out by it in terms of this subsection, which it has not already recovered.

(7) (a) Should an employee leave the service of an employer before having been granted the holiday leave accruing to him for the calendar year, the employer concerned shall forthwith on the termination of the employment of that employee pay to the local branch of the trade union the amount due in respect of the proportionate holiday leave accrued in terms of subsections (2) and (3). Such amount shall be calculated at the rate of 3/49ths of the wage being paid to the employee when his employment was terminated for each week of employment: Provided, however, that in respect of employees of the class referred to in subsection (2) (b) hereof, the amount due shall be calculated at the rate of 1/12th of the wage being paid to the employee for each week of employment when his employment was terminated. The amount due in respect of the proportionate holiday bonus accrued in terms of subsection (12) shall be paid to the local branch of the trade union at the same time. Broken weeks shall be paid for in proportion. The amount received shall be paid to the employee by the trade union when he takes his leave. The employer concerned shall also at the time the employee leaves his service forthwith stamp the contribution card, issued in respect of such employee, for the proportionate period of holiday leave accrued.

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

(8) Not later than 15 January of each year, an employer shall submit to the Joint Board concerned a return of his employees who did not take their annual leave during the preceding year.

(9) (a) As stated in subsection (2) hereof, employees shall receive a paid holiday on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow and Christmas Day: Provided that Day of Goodwill may be substituted for New Year's Day by the employer giving notice to the Chapel one week in advance, in which case the provisions of this subsection relating to New Year's Day shall apply in respect of the substituted day.

(b) (i) An employee required to work on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day or Day of the Vow shall be paid a normal day's pay and, in addition, double time for the time actually worked: Provided that if an employee is required to work for less than four hours he shall be paid a normal day's pay and, in addition, double time for four hours.

(ii) The provisions of paragraph (b) (i) hereof shall apply *mutatis mutandis* where an employee is required to work on Christmas Day but he shall in addition be given another day's holiday with pay.

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

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

(b) 'n Werknemer wie se diens buite sy toedoen beëindig word, hoef nie ten opsigte van 'n oorbetalings van verlof en verlofbonus wat hy miskien ontvang het, 'n bedrag terug te betaal of gratis te werk nie: Met dien verstande egter dat wanneer hy 'n nuwe betrekking kry, die vorige werkgewer die reg moet hê om van van die volgende werkgewer van die betrokke werknemer 'n bedrag wat gelyk is aan dié gedeelte van verlofbetalings en verlofbonus wat aan die werknemer betaal is, asook seëlbydraes ten opsigte van die verloftydperk waarvoor die nuwe werkgewer verantwoordelik word, te eis en te ontvang. Hierdie bedrag moet aan die vorige werkgewer betaal word voor of op 31 Desember van die jaar waarin die verlof opgeloo het, of by diensbeëindiging van die werknemer by die betrokke werkgewer indien sodanige beëindiging voor die einde van die jaar plaasvind.

(c) Wanneer van 'n werkgewer ingevolge paragraaf (b) van hierdie subklousule deur die vorige werkgewer van een van sy werknemers vereis word om verlofbetalings terug te betaal ten opsigte van 'n verloftydperk wat toegestaan en geneem is voordat dié verlof opgeloo het, moet die bedrag van die terugbetaling wat aan die vorige werkgewer terugbetaalbaar is, teen die loontarief wees wat deur die vorige werkgewer aan dié werknemer betaal is toe die betrokke verlof toegestaan en geneem is.

(d) Indien 'n werkgewer nie teen die einde van die betrokke kalenderjaar 'n bedrag verhaal het wat aan hom verskuldig is ingevolge hierdie subklousule ten opsigte van verlofbonus wat vooruit betaal is aan 'n werknemer wat 'n lid van die vakvereniging is of was nie, moet dié bedrag op versoek van daardie werkgewer deur die vakvereniging aan hom betaal word. Indien 'n werknemer dan by 'n ander werkgewer in die Nywerheid in diens geneem word, moet die eweredige bedrag vir die tydperk van daardie werknemer sy diens by daardie ander werkgewer op versoek onmiddellik deur daardie ander werkgewer aan die vakvereniging betaal word. Ondanks andersluidende bepalings hierin, het die vakvereniging die reg om op die betrokke werknemer die bedrag te verhaal wat hy kragtens hierdie subklousule uitbetaal het en wat hy nog nie verhaal het nie.

(7) (a) 'n Werknemer die diens van 'n werkgewer verlaat voordat die verlof toegestaan is wat aan hom vir die kalenderjaar toekom, moet die betrokke werkgewer onmiddellik by beëindiging van die diens van daardie werknemer aan die plaaslike tak van die vakvereniging die bedrag betaal wat verskuldig is ten opsigte van die eweredige vakansie verlof wat ingevolge subklousules (2) en (3) opgeloo het. Dié bedrag moet bereken word teen 'n tarief van 3/49stes van die loon wat aan die werknemer betaal is vir elke week gewerk toe sy diens beëindig is: Met dien verstande egter dat ten opsigte van werknemers van die klas in subklousule (2) (b) hiervan bedoel, die verskuldigde bedrag bereken moet word teen 'n tarief van 1/12de van die loon wat aan die werknemer vir elke week diens betaal is toe sy diens beëindig is. Die bedrag verskuldig ten opsigte van die eweredige vakansie verlofbonus wat kragtens subklousule (12) opgeloo het, moet terselfder tyd aan die plaaslike tak van die vakvereniging betaal word. Vir gedeeltes van weke moet na verhouding betaal word. Die bedrag wat ontvang word, moet aan die werknemer deur die vakvereniging betaal word wanneer hy met verlof gaan. Die betrokke werkgewer moet ook op die tydstop wanneer die werknemer sy diens verlaat, die bydraekaart, uitgereik ten opsigte van sodanige werknemer, vir die eweredige tydperk van opgeloopte verlof onmiddellik van seëls voorsien.

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

(8) Voor of op 15 Januarie van elke jaar moet 'n werkgewer aan die betrokke Gesamentlike Raad 'n opgawe instuur van sy werknemers wat nie hul jaarlikse verlof gedurende die vorige jaar geneem het nie.

(9) (a) Soos in subklousule (2) hiervan gemeld, moet aan werknemers op Nuwejaarsdag, Goëie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag 'n vakansiedag met betaling toegestaan word: Met dien verstande dat 'n werkgewer, deur daarvan 'n week vooruit aan die Kapel kennis te gee, Welwillendheidsdag in die plek van Nuwejaarsdag kan stel, en in dié geval is hierdie subklousule betreffende Nuwejaarsdag van toepassing ten opsigte van die dag wat in die plek daarvan gestel word.

(b) (i) 'n Werknemer van wie daar vereis word om op Nuwejaarsdag, Goëie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag of Geloftedag te werk, moet 'n gewone dag se loon betaal word en daarbenewens, dubbel die loon vir die tyd werklik gewerk: Met dien verstande dat as daar van 'n werknemer vereis word om minder as vier uur te werk, hy 'n gewone dag se besoldiging betaal moet word en daarbenewens dubbel die loon vir vier uur.

(ii) Wanneer daar van 'n werknemer vereis word om op Kersdag te werk, is paragraaf (b) (i) hiervan *mutatis mutandis* van toepassing, maar moet daar daarbenewens nog 'n dag verlof met betaling aan hom toegestaan word.

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

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

(10) Work on statutory holidays, other than the special holidays referred to in subsection (2) shall be paid for at ordinary rates. An employer who intends to close his establishment, or any part thereof, on a statutory holiday shall give the Chapel, or the employees affected where there is no Chapel, not less than 12 working hours' notice in writing of such fact. Should an employer, after having given such notice, require an employee to work on such day, he shall pay such employee at least one and a half day's pay in respect thereof: Provided, however, that this provision shall not apply if the employer gives the employee concerned not less than one clear working day's notice of his change of intention.

(11) An employee who has been unemployed, or absent from work because of illness, for a continuous period of not less than four weeks during a calendar year shall not be compelled to take the annual leave due to him in respect of such year. Should such an employee elect not to take his annual leave, the employer concerned shall pay the amount due in respect of the proportionate holiday leave accrued in terms of subsection (2) and the proportionate holiday bonus accrued in terms of subsection (12) to the local branch of the trade union not later than the end of the calendar year concerned. The proportionate leave pay shall be calculated at the rate of 3/49ths of the wage being paid to the employee at the end of such year for each week worked, and the amount received shall be passed on by the trade union to the employee as a payment in lieu of the holiday leave accrued: Provided, however, that the provisions of this subsection shall not apply in the municipal area of Cape Town in cases where the employee in question is employed by a firm where special arrangements have been made in terms of subsection (5) between the Chapel and the employer concerned.

(12) Subject to the provisions of subsection (14) hereof, an employer shall pay to every journeyman, printers' attendant, paper sack machine attendant or person employed in terms of section 25 (7) (a) (ii), (12) (ii) or (14) (h) (ii) and perforator operator in his employ, as well as to every other employee employed by him, who has had 18 months' or more experience in the Industry, a holiday bonus at the time when the leave pay due to that employee is paid to him. The holiday bonus shall accrue at the rate of R6,50 per week in respect of journeymen, printers' attendants, paper sack machine attendants, persons employed in terms of section 25 (7) (a) (ii), (12) (ii) or (14) (h) (ii) and perforator operators and at the rate of R3,50 per week, in respect of the other employees referred to, for each week of employment with the particular employer. For the purposes of this subsection, "employment" shall have the meaning given to it in subsection (4) hereof, except that the holiday bonus shall not accrue for any period during which an employee is absent on leave. In the case of an apprentice, who becomes a journeyman during a particular year, the bonus for that year shall accrue at the rate of R3,50 per week up to the date on which he becomes, or became, a journeyman and at the rate of R6,50 per week thereafter. In the case of an employee who completes 18 months' experience in the Industry during a particular year, the bonus for that year shall accrue only from the date on which he completes, or completed, his 18 months' experience. An employee who was a factory aid and who was entitled to a holiday bonus in terms of section 48 (12) of this Agreement shall remain entitled to a bonus at the rate of R2 per week, as prescribed by the said section 48 (12) until such time as he qualifies for a bonus in terms of this subsection.

(13) If an employee, who has left the Industry and whose whereabouts are unknown, fails to claim the holiday pay and holiday bonus paid to the local branch of the trade union in terms of subsection (3) (d), (7) (a) or (11) hereof within a period of six months from the date on which he left the Industry, such amounts shall become forfeit and accrue to the general funds of the Council. The Standing Committee of the Council shall, however, consider all claims for payment lodged after the said period of six months and may, without legal liability, authorise at any time the payment of any such claim from the moneys which have accrued to the Council in terms of this subsection.

(14) The provisions of this section shall not apply in respect of factory aids.

15. DAILY TIME SHEETS

(1) An employer shall require his employees, other than apprentices and factory aids, to submit daily, and such employees shall so submit to their employer, time sheets, as per the following specimen:

DAILY TIME SHEET

Name of employee.....				Date.....		19.....
Job No.	Name and description of job	Kind of work	Time started	Time taken	Remarks	

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

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

(11) 'n Werknemer wat vir 'n ononderbroke tydperk van minstens vier weke gedurende 'n kalenderjaar werkloos was of afwesig van sy werk was weens siekte, mag nie verplig word om die jaarlikse verlof te neem wat aan hom ten opsigte van daardie jaar verskuldig is nie. Ingeval so 'n werknemer verkies om nie sy jaarlikse verlof te neem nie, moet die betrokke werkgewer die bedrag verskuldig ten opsigte van die eweredige vakansieverlof wat kragtens subklousule (2) en die eweredige verlofbonus wat kragtens subklousule (12) opgeloopt het, nie later nie as die einde van die betrokke kalenderjaar aan die plaaslike tak van die vakvereniging betaal. Die eweredige verlofbetaling moet bereken word teen 'n tarief van 3/49stes van die loon wat aan die werknemer aan die einde van sodanige jaar vir elke week gewerk betaal word, en die bedrag wat ontvang word, moet deur die vakvereniging aan die werknemer aangestuur word as 'n betaling in plaas van die vakansieverlof wat opgeloopt het: Met dien verstande egter dat hierdie subklousule nie in die munisipale gebied van Kaapstad van toepassing is nie in gevalle waar die betrokke werknemer in diens is by 'n firma waar spesiale reëlings kragtens subklousule (5) tussen die Kapel en die betrokke werkgewer getref is.

(12) Behoudens subklousule (14) hiervan, moet 'n werkgewer aan elke vakman, drukkershulp, papiersakmasjienbediener of persoon wat ooreenkomstig klousule 25 (7) (a) (ii), (12) (ii) of (14) (h) (ii) in diens is en preformemasjienbediener in sy diens en aan elke ander werknemer wat by hom in diens is en wat 18 maande of langer ondervinding in die Nywerheid het, 'n verlofbonus betaal wanneer die verlofbetaling wat aan daardie werknemer verskuldig is, aan hom betaal word. Die vakansiebonus moet ooploop teen 'n koers van R6,50 per week ten opsigte van vakmanne, drukkershulpe, papiersakmasjienbedieners, persone wat ooreenkomstig klousule 25 (7) (a) (ii), (12) (ii) of (14) (h) (ii) in diens is en preformemasjienbedieners, en teen 'n koers van R3,50 per week ten opsigte van die ander bedoelde werknemers, vir elke week diens by die besondere werkgewer. Vir die toepassing van hierdie subklousule het "diens" die betekenis wat in subklousule (4) hiervan daaraan geheg word, behalwe dat die vakansiebonus nie ooploop vir 'n tydperk waarin 'n werknemer met verlof afwesig is nie. In die geval van 'n vakleerling wat gedurende 'n bepaalde jaar 'n vakman word, moet die bonus vir dié jaar teen 'n koers van R3,50 per week ooploop tot op die datum waarop hy 'n vakman word of geword het, en teen 'n koers van R6,50 per week daarna. In die geval van 'n werknemer wat gedurende 'n bepaalde jaar 18 maande ondervinding in die Nywerheid voltooi, loop die bonus vir dié jaar op slegs vanaf die datum waarop hy sy 18 maande ondervinding voltooi of voltooi het. 'n Werknemer wat 'n fabriekshelper was en wat ingevolge klousule 48 (12) van hierdie Ooreenkoms op 'n vakansieverlofbonus geregtig was, bly geregtig op 'n bonus van R2 per week, soos voorgeskryf by genoemde klousule 48 (12), totdat hy kwalifiseer vir 'n bonus ingevolge hierdie subklousule.

(13) Indien 'n werknemer wat die Nywerheid verlaat het en wie se verblyfplek nie bekend is nie, nie binne ses maande vanaf die datum waarop hy die Nywerheid verlaat het die vakansiebesoldiging en vakansiebonus wat ingevolge subklousule (3) (d), (7) (a) of (11) hiervan aan die plaaslike tak van die vakvereniging betaal is, eis nie, verbeur hy die bedrae en val dit aan die algemene fondse van die Raad toe. Die Vaste Komitee van die Raad moet egter oorweging skenk aan alle eise om betaling wat na voormelde tydperk van ses maande ingedien word en kan, sonder afdwingbare aanspreeklikheid, te eniger tyd magtiging verleen vir die betaling van sodanige eis uit die geld wat ingevolge hierdie subklousule aan die Raad toegeval het.

(14) Hierdie klousule is nie ten opsigte van fabriekshelpers van toepassing nie.

15. DAAGLIKSE TYDREGISTERS

(1) 'n Werkgewer moet van sy werknemers, uitgesonderd vakleerlinge en fabriekshelpers, vereis—en sodanige werknemers moet aan die opdrag voldoen—om daaglikse tydstate by hom in te dien soos in onderstaande voorbeeld aangetoon:

Signature of employee.....

16. RECRUITMENT OF EMPLOYEES AND CERTIFICATES OF EMPLOYMENT

(1) No employer shall engage an employee of a class covered by the terms of this Agreement unless and until such person has furnished such employer with a certificate signed by a registered medical practitioner to the effect that such person is not suffering from any infectious or contagious disease: Provided, however, that the provisions of this subsection shall not apply in respect of an employee who is already a member of the Trade Union, or an employee who had previously furnished a medical certificate and who had left the Industry but again took up employment in the Industry within a period of 12 months, nor when a casual factory aid is engaged for a period not exceeding six consecutive working days.

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

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

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

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

17. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(3) The notice referred to in subsection (1) shall not run concurrently with nor shall notice be given during the employee's absence on leave or whilst he is undergoing military service or because of illness: Provided that the period of absence because of illness does not exceed four months.

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

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

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

(5) The notice referred to in subsection (1) shall be given—

(a) in the case of a weekly employee, not later than the close of the employee's normal shift on the last day of the working week of the establishment;

(b) in the case of a monthly employee, not later than the close of the employee's normal shift on the first of the month.

(6) (a) Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of paragraph (b) hereof, an employee who terminates his contract of employment without giving notice in terms of subsection (1) hereof, or who fails to work without an acceptable reason during the period of notice shall be regarded as a deserter and shall pay or forfeit to his employer—

(i) in the case of a weekly employee, an amount equal to the weekly remuneration which the employee was receiving immediately prior to the termination of the contract of employment;

(ii) in the case of a monthly employee, an amount equal to the monthly remuneration which the employee was receiving immediately prior to the termination of the contract of employment.

16. WERWING VAN WERKNEMERS EN DIENSSERTIFIKATE

(1) Geen werkgever mag 'n werknemer van 'n klas gedek deur hierdie Ooreenkoms in diens neem nie tensy en voordat so 'n persoon dié werkgever voorsien het van 'n sertifikaat onderteken deur 'n geregistreerde mediese praktisyn, met die strekking dat hy nie aan 'n besmetlike of aansteeklike siekte ly nie: Met dien verstande egter dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n werknemer wat alreeds lid van die vakvereniging is of 'n werknemer wat vantevore 'n mediese sertifikaat verskaf het en die Nywerheid verlaat het maar binne 'n tydperk van 12 maande weer diens in die Nywerheid aanvaar het, en ook nie wanneer 'n los fabriekshelper vir 'n tydperk van hoogstens ses agtereenvolgende werkdade in diens geneem word nie.

(2) 'n Dienskontrak vir 'n vasgestelde tydperk mag hoogstens twee jaar wees: Met dien verstande egter dat die Vaste Komitee, wanneer goeie redes aan hom verstrek word, die tydperk van twee jaar tot drie jaar kan verleng indien sy goedkeuring verlang en verkry word voordat die kontrak aangegaan en onderteken word.

(3) 'n Dienskontrak vir 'n vasgestelde tydperk moet skriftelik wees in die vorm deur die Uitvoerende Komitee goedgekeur.

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

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

17. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

(a) as hy 'n weeklikse werknemer is, die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van die diensopsegging ontvang het;

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

(5) Die diensopsegging in subklousule (1) bedoel, moet gegee word—

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

(b) in die geval van 'n maandelikse werknemer, nie later nie as die einde van die werknemer se gewone skof op die eerste van die maand.

(6) (a) Ondanks andersluidende bepalings in hierdie Ooreenkoms, maar behoudens paragraaf (b) hiervan, moet 'n werknemer wat sy dienskontrak beëindig sonder om ingevolge subklousule (1) hiervan kennis te gee of wat gedurende die kennisgewingstermyn sonder 'n aanvaarbare rede versuim om te werk, as 'n droster beskou word en betaal of verbeur hy aan sy werkgever—

(i) in die geval van 'n weeklikse werknemer, 'n bedrag gelyk aan die weeklikse besoldiging wat die werknemer onmiddellik voor die beëindiging van die dienskontrak ontvang het;

(ii) in die geval van 'n maandelikse werknemer 'n bedrag gelyk aan die maandelikse besoldiging wat die werknemer onmiddellik voor die beëindiging van die dienskontrak ontvang het.

(b) Where an employee absents himself without consent or acceptable reason, the employer shall, in the absence of special circumstances in a particular case, serve notice on the employee by registered post to report for duty or submit a medical certificate. Should the employee fail to do so after a reasonable period, allowing for delivery through the post, he shall be regarded as a deserter.

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

18. CONTRIBUTIONS

(1) Every employer shall contribute to the general funds of the Council—

(a) R0,33 per week for every skilled employee; and

(b) R0,27 per week for—

(i) every other employee for whom wages are prescribed in this Agreement; and

(ii) every apprentice;

employed by him.

(2) Every employer shall contribute to the Joint Unemployment Fund of the Council—

(a) 90c per week for every skilled employee; and

(b) 50c per week for every—

(i) semi-skilled employee;

(ii) semi-skilled employee;

(iii) factory aid who is a member of the trade union with additional benefits;

employed by him, who is a member of the trade union.

(3) Every employer shall contribute to the Pension Fund of the Council—

(a) an amount equal to 14 per cent of Table 1, Scale 1 (urban rate) of section 6 of this Agreement per week for every skilled employee;

(b) an amount equal to 14 per cent of Table 6 (urban rate) of section 6 of this Agreement per week for every semi-skilled employee who has had 18 months' or more experience in the Industry and for whom minimum wages are prescribed at a rate exceeding the highest urban rate prescribed in Table 10 of section 6 of this Agreement;

(c) an amount equal to 14 per cent of the highest urban rate prescribed in Table 10 of section 6 of this Agreement per week for every—

(i) semi-skilled employee who has had 18 months' or more experience in the Industry and for whom minimum wages are prescribed at a rate equal to or lower than the highest urban rate prescribed in Table 10 of section 6 of this Agreement; and

(ii) Apprentice;

(d) an amount equal to 6 per cent of the urban rate for the second six months' experience prescribed in Table 10 of section 6 of this Agreement per week for every—

(i) semi-skilled employee who has had less than 18 months' experience in the Industry; and

(ii) the period 1 January 1983 to 30 June 1984, for every fork-lift driver;

(e) R2,46 per week for every factory aid;

employed by him, who is a member of the trade union.

(4) (a) Every employer shall contribute to the Medical Aid Fund of the Council R5,40 per week for every skilled employee, semi-skilled employee, apprentice and factory aid (with additional benefits) employed by him who is a member of the trade union.

(b) The contribution referred to in this subsection shall not be payable in respect of employees of the classes referred to who are members of the medical aid societies or similar organisations, which the Standing Committee in its discretion has registered for this purpose; and the deductions for the Medical Aid Fund referred to section 21 may not be made from the wages of such employees.

(5) Every employer shall contribute to the Training Schemes Fund of the Council the sum of R1,60 per week for every skilled employee employed by him

(6) Every employer shall contribute to the Labourers' Benefit Fund of the Council—

(a) R1,02 per week for every factory aid who is not a member of the trade union; and

(b) R0,15 per week for every factory aid who is a member of the trade union without additional benefits;

employed by him.

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

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

(b) As 'n werknemer sonder verlof of 'n aanvaarbare rede afwesig is, moet die werkgever, as daar nie spesiale omstandighede in die besondere geval is nie, die werknemer per geregistreerde pos in kennis stel dat hy hom vir diens moet aanmeld of 'n mediese sertifikaat moet voorlê. Indien die werknemer versuim om binne 'n redelike tydperk daaraan gehoor te gee, met inagneming van aflewering deur die pos, moet hy as 'n droster beskou word.

(7) Hierdie klousule is slegs op gereelde werknemers van toepassing.

18. BYDRAES

(1) Elke werkgever moet soos volg tot die algemene fondse van die Raad bydra ten opsigte van werknemers in sy diens:

(a) R0,33 per week vir elke geskoolde werknemer; en

(b) R0,27 per week vir—

(i) elke ander werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word; en

(ii) elke vakleerling.

(2) Elke werkgever moet soos volg tot die Gesamentlike Werkloosheidsfonds van die Raad bydra ten opsigte van werknemers in sy diens wat lede van die vakvereniging is:

(a) 90c per week vir elke geskoolde werknemer; en

(b) 50c per week vir elke—

(i) halfgeskoolde werknemer;

(ii) vakleerling; en

(iii) fabriekshelper wat lid is van die vakvereniging met addisionele voordele.

(3) Elke werkgever moet soos volg tot die pensioenfonds van die Raad bydra ten opsigte van werknemers in sy diens wat lede van die vakvereniging is:

(a) 'n Bedrag gelyk aan 14 persent van Tabel 1, Skaal 1 (stedelike tarief), van klousule 6 van hierdie Ooreenkoms per week vir elke geskoolde werknemer;

(b) 'n bedrag gelyk aan 14 persent van Tabel 6 (stedelike tarief) van klousule 6 van hierdie Ooreenkoms per week vir elke halfgeskoolde werknemer met 18 maande of meer ondervinding in die Nywerheid en vir wie minimum lone voorgeskryf word teen 'n tarief wat hoër is as die hoogste stedelike tarief wat in Tabel 10 van klousule 6 van hierdie Ooreenkoms voorgeskryf word;

(c) 'n bedrag gelyk aan 14 persent van die hoogste stedelike tarief wat in Tabel 10 van klousule 6 van hierdie Ooreenkoms voorgeskryf word per week vir elke—

(i) halfgeskoolde werknemer met 18 maande of meer ondervinding in die Nywerheid en vir wie minimum lone voorgeskryf word teen 'n tarief gelyk aan of laer as die hoogste stedelike tarief wat in Tabel 10 van klousule 6 van hierdie Ooreenkoms voorgeskryf word; en

(ii) vakleerling;

(d) 'n bedrag gelyk aan 6 persent van die stedelike tarief vir die tweede ses maande ondervinding voorgeskryf in Tabel 10 van klousule 6 van hierdie Ooreenkoms per week vir elke—

(i) halfgeskoolde werknemer met minder as 18 maande ondervinding in die Nywerheid; en

(ii) gedurende die tydperk 1 Januarie 1983 tot 30 Junie 1984, vir elke verkhyserdrywer;

(e) R2,46 per week vir elke fabriekshelper.

(4) (a) Elke werkgever moet R5,40 per week tot die Mediese Hulpfonds van die Raad bydra vir elke geskoolde werknemer, halfgeskoolde werknemer, vakleerling en fabriekshelper (met addisionele voordele) in sy diens wat lid van die vakvereniging is.

(b) Die bydrae in hierdie subklousule bedoel, is nie betaalbaar nie ten opsigte van werknemers van genoemde klasse wat lede van die mediese hulpverenigings of dergelike organisasies is wat die Vaste Komitee na goedgekeurde vir dié doel geregistreer het; en die bydrae vir die Mediese Hulpfonds in klousule 21 bedoel, mag nie van die lone van sodanige werknemers afgetrek word nie.

(5) Elke werkgever moet R1,60 per week tot die Opleidingskema-fonds van die Raad bydra ten opsigte van elke geskoolde werknemer in sy diens.

(6) Elke werkgever moet soos volg tot die Arbeidershulpfonds van die Raad bydra ten opsigte van werknemers in sy diens:

(a) R1,02 per week vir elke fabriekshelper wat nie lid van die vakvereniging is nie;

(b) R0,15c per week vir elke fabriekshelper wat lid van die vakvereniging is sonder addisionele voordele.

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

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

(8) (a) The Council shall have the right at any time to call upon any employer to lodge with the Council a guarantee acceptable to the Council and equal to 13 weeks' contributions payable in terms of this section in respect to every employee for whom wages are prescribed in this Agreement.

Every employer upon whom notice by registered post has been served in terms of this subsection shall lodge the guarantee with the Council within 21 days from the date of such notice.

(b) Notwithstanding the provisions of paragraph (a) hereof, the guarantee shall not be less than R300, irrespective of the number of employees in the employment of the employer.

(c) Notwithstanding anything to the contrary herein contained, the amount of the guarantee, if paid in cash, shall be vested in the Council and in the event of the insolvency or liquidation of the employer, the liquidator or trustee of the employer, as the case may be, shall have no right of any nature whatsoever thereto.

(d) The council shall, without prejudice to any other rights which it may have against the employer, apply the guarantee as the Council in its discretion may decide to the discharge of the employer's obligations in terms of contributions payable to the funds of the Council when it is satisfied that the employer has failed to fulfil such obligations.

(e) The Council shall have the right at any time to call upon any employer to submit a return, in a form and manner prescribed by the Council, showing the total number of employees employed in the various categories referred to in this section.

(f) Where the guarantee held by the Council, after deducting any disbursements by the Council in accordance with paragraph (d) above, is insufficient to cover the payment of contributions referred to in paragraph (a) above, the employer shall upon demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment. Subject to the provisions of paragraph (b) hereof, the Council shall likewise permit the employer to reduce the amount of such guarantee where a reduction in the number of employees warrants such a refund.

19. CONTRIBUTION STAMPS

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

	1983	1984	1985
	R	R	R
(a) Skilled employees.....	33,62	37,86	42,09
(b) Semi-skilled employees with 18 months' or more experience in the Industry—			
(i) for whom minimum wages are prescribed at a rate exceeding the highest urban rate prescribed in Table 10 of section 6.....	21,47	24,02	26,57
(ii) for whom minimum wages are prescribed at a rate equal to or lower than the highest urban rate prescribed in Table 10 of section 6.....	17,88	19,83	21,78
(c) Apprentices.....	17,88	19,83	21,78
(d) Semi-skilled employees with less than 18 months' experience in the Industry and, during the period 1/1/83 tot 30/6/84, also fork-lift drivers.....	10,29	10,98	11,66
(e) Factory aids—			
(i) who are members of the trade union—			
(aa) with additional benefits.....	8,63	8,63	8,63
(bb) without additional benefits.....	2,88	2,88	2,88
(ii) who are not members of the trade union.....	1,29	1,29	1,29

(2) The values of the various stamps required in respect of employees who are members of medical aid societies registered with the Standing Committee in terms of section 18 (4), are as follows:

	1983	1984	1985
	R	R	R
(a) Skilled employees.....	28,22	32,46	36,69
(b) Semi-skilled employees with 18 months' or more experience in the Industry—			
(i) for whom minimum wages are prescribed at a rate exceeding the highest urban rate prescribed in Table 10 of section 6.....	16,07	18,62	21,17
(ii) for whom minimum wages are prescribed at a rate equal to or lower than the highest urban rate prescribed in Table 10 of section 6.....	12,48	14,43	16,38

(8) (a) Die Raad het die reg om 'n werkgever te eniger tyd te beveel om 'n waarborg by die Raad in te dien wat vir die Raad aanvaarbaar is en gelykstaande is met 13 weke se bydraes wat ingevolge hierdie klousule betaalbaar is ten opsigte van elke werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word.

Elke werkgever aan wie sodanige kennisgewing per geregisteerde pos ingevolge hierdie subklousule gestuur is, moet sodanige waarborg binne 21 dae vanaf die datum van die kennisgewing by die Raad indien.

(b) Ondanks paragraaf (a) hiervan, moet die waarborg vir minstens R300 wees, ongeag die getal wekners wat in diens is by die werkgever.

(c) Ondanks andersluidende bepalings hierin vervat, beskik die Raad oor die bedrag van die waarborg, indien dit kontant betaal word, en in geval van insolvensie of likwidasië van die werkgever het die likwidateur of trustee van die werkgever, na gelang van die geval, geen reg hoegenaamd daartoe nie.

(d) Die Raad moet die waarborg sonder benadeling van ander regte wat hy teen die werkgever mag hê, aanwend om die werkgever na goeëdunke te ontfang van sy verpligtinge ten opsigte van bydraes wat betaalbaar is aan die fondse van die Raad, indien die Raad oortuig is dat die werkgever versuim het om sy verpligtinge na te kom.

(e) Die Raad het die reg om 'n werkgever te eniger tyd te beveel om 'n opgawe in te dien, in 'n vorm en op 'n wyse soos deur die Raad voorgeskryf, waarin aangetoon word hoeveel werknemers by hom werksaam is in die kategorieë waarvan in hierdie klousule melding gemaak word.

(f) As die bedrag van die waarborg waaroor die Raad beskik, na aftrekking van uitbetalings deur die Raad ooreenkomstig paragraaf (d) hierbo, onvoldoende is om die betaling van bydraes in paragraaf (a) hierbo bedoel, te dek, moet die werkgever, op versoek van die Raad, die bedrag van sodanige waarborg vermeerder sodat dit voldoende is om betaling van sodanige bydraes te dek. Behoudens paragraaf (b) hiervan, moet die Raad insgelyks toelaat dat die werkgever die bedrag van sodanige waarborg verminder waar die vermindering van die getal werknemers in sy diens sodanige terugbetaling regverdig.

19. BYDRAESEËLS

(1) Ten einde betaling te vergemaklik van die bydraes in klousule 18 hiervan bedoel, moet elke werkgever bydraeseëls van die Raad koop om hom in staat te stel om aan klousule 20 te voldoen. 'n Werkgever kan te eniger tyd van die Raad 'n terugbetaling kry van die waarde van ongebruikte seëls: Met dien verstande dat enige bedrag ten opsigte van ongebruikte seëls wat nie binne ses maande van die vervaldatum van hierdie Ooreenkoms geëis word nie, die verskillende fondse toekom. Die waardes van die verskillende seëls wat ten opsigte van alle bydraes nodig is, is soos volg:

	1983	1984	1985
	R	R	R
(a) Geskoolde werknemers.....	33,62	37,86	42,09
(b) Halfgeskoolde werknemers met 18 maande ondervinding of meer in die Nywerheid—			
(i) vir wie minimum lone voorgeskryf word teen 'n skaal hoër as die hoogste stedelike loon voorgeskryf in Tabel 10 van klousule 6.....	21,47	24,02	26,57
(ii) vir wie minimum lone voorgeskryf word teen 'n skaal gelyk aan of laer as die hoogste stedelike loon voorgeskryf in Tabel 10 van klousule 6.....	17,88	19,83	21,78
(c) Vakleerlinge.....	17,88	19,83	21,78
(d) Halfgeskoolde werknemers met minder as 18 maande ondervinding in die Nywerheid en gedurende die tydperk 1/1/83 tot 30/6/84 ook vorkhyserdrywers.....	10,29	10,98	11,66
(e) Fabriekshelpers—			
(i) wat lede is van die vakvereniging—			
(aa) met addisionele voordele.....	8,63	8,63	8,63
(bb) sonder addisionele voordele.....	2,88	2,88	2,88
(ii) wat nie lede van die vakvereniging is nie.....	1,29	1,29	1,29

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

	1983	1984	1985
	R	R	R
(a) Geskoolde werknemers.....	28,22	32,46	36,69
(b) Halfgeskoolde werknemers met 18 maande ondervinding of meer in die Nywerheid—			
(i) vir wie minimum lone voorgeskryf word teen 'n skaal hoër as die hoogste stedelike loon voorgeskryf in Tabel 10 van klousule 6.....	16,07	18,62	21,17
(ii) vir wie minimum lone voorgeskryf word teen 'n skaal gelyk aan of laer as die hoogste stedelike loon voorgeskryf in Tabel 10 van klousule 6.....	12,48	14,43	16,38

(c) Apprentices	12,48	14,43	16,38
(d) Semi-skilled employees with less than 18 months' experience in the Industry and, during the period 1/1/83 tot 30/6/84, also fork-lift drivers	4,89	5,58	6,26
(e) Factory aids who are members of the trade union with additional benefits	3,23	3,23	3,23

20. CONTRIBUTION CARDS

(1) In respect of each employee for whom wages are prescribed in this Agreement, an employer shall keep in good order a contribution card, which shall be obtained by him from the official prescribed in subsection (2), within one month from the date upon which this Agreement comes into operation, from the date upon which the employee concerned was engaged or the beginning of each calendar year, whichever may be the later. Within seven days of the end of each week he shall affix in the place indicated on the card a contribution stamp of the required value and shall cancel such stamp by marking thereon the name of his firm.

(2) The contribution cards referred to in subsection (1) hereof shall—

(a) in respect of all factory aids who are not members of the trade union be obtained from the Secretary, Management Committee, Labourers' Benefit Fund, P.O. Box 7765, Johannesburg, 2000 (Ninth Floor, Gloucester House, 66 Rissik Street, Johannesburg); and

(b) in respect of all employees who are members of the trade union, be obtained from the official of the trade union having jurisdiction over the area in which the employer concerned carries on business.

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

21. DEDUCTIONS

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

1983

	R	R	R	R	R	R
Value of stamp	33,62	21,47	17,88	10,29	8,63	2,88
General Fund	0,11	0,10	0,10	0,10	0,10	0,10
Joint Unemployment Fund..	0,40	0,20	0,20	0,20	0,20	—
Pension Fund	11,93	7,19	5,50	1,94	0,79	0,79
Medical Aid Fund	2,70	2,70	2,70	2,70	2,70	—
Labourers' Benefit Fund— Medical and Sick Pay Fund and Benevolent Fund	—	—	—	—	—	0,02
	15,14	10,19	8,50	4,94	3,79	0,91

	R	R	R	R	R	R
Value of stamp	1,29	28,22	16,07	12,48	4,89	3,23
General Fund	0,10	0,11	0,10	0,10	0,10	0,10
Joint Unemployment Fund..	—	0,40	0,20	0,20	0,20	0,20
Pension Fund	—	11,93	7,19	5,50	1,94	0,79
Labourers' Benefit Fund— Pension Fund	0,28	—	—	—	—	—
Medical and Sick Pay Fund and Benevolent Fund	0,02	—	—	—	—	—
	0,40	12,44	7,49	5,80	2,24	1,09

1984

	R	R	R	R	R	R
Value of stamp	37,86	24,02	19,83	10,98	8,63	2,88
General Fund	0,11	0,10	0,10	0,10	0,10	0,10
Joint Unemployment Fund..	0,40	0,20	0,20	0,20	0,20	—
Pension Fund	13,93	8,39	6,42	2,26	0,79	0,79
Medical Aid Fund	2,70	2,70	2,70	2,70	2,70	—
Labourers' Benefit Fund— Medical and Sick Pay Fund and Benevolent Fund	—	—	—	—	—	0,02
	17,14	11,39	9,42	5,26	3,79	0,91

(c) Vakleerlinge	12,48	14,43	16,38
(d) Halfgeskoolde werknemers met minder as 18 maande ondervinding in die Nywerheid en gedurende die tydperk 1/1/83 tot 30/6/84 ook verkhyersdrywers	4,89	5,58	6,26
(e) Fabriekshelpers wat lede is van die vakvereniging met addisionele voordele	3,23	3,23	3,23

20. BYDRAEKAARTE

(1) 'n Werkgewer moet ten opsigte van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, 'n bydraekaart in goeie orde byhou wat hy moet verkry van die beamppte soos voorgeskryf in subklousule (2) binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, vanaf die datum waarop die betrokke werknemer in diens geneem is of vanaf die begin van elke kalenderjaar, naamlik die jongste datum. Binne sewe dae na die einde van elke week moet hy in die plek wat daarvoor aangedui is 'n bydraeseël van die vereiste waarde op die kaart plak en elke seël roeier deur die naam van sy firma daarop aan te bring.

(2) Die bydraekaarte in subklousule (1) bedoel, moet—

(a) in die geval van alle fabriekshelpers wat nie lede van die vakvereniging is nie, verkry word vanaf die Sekretaris, Bestuurskomitee, Arbeidershulpfonds, Posbus 7765, Johannesburg, 2000 (Negende Verdieping, Gloucester House, Rissikstraat 66, Johannesburg); en

(b) in die geval van alle werknemers wat lede is van die vakvereniging verkry word van die beamppte van die vakvereniging wat regsbevoegdheid het oor die gebied waarin hy besigheid doen.

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

21. AFTREKKINGS

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

1983

	R	R	R	R	R	R
Waarde van seël	33,62	21,47	17,88	10,29	8,63	2,88
Algemene Fonds	0,11	0,10	0,10	0,10	0,10	0,10
Gesamentlike Werkloosheidsfonds	0,40	0,20	0,20	0,20	0,20	—
Pensioenfonds	11,93	7,19	5,50	1,94	0,79	0,79
Mediese Hulpfonds	2,70	2,70	2,70	2,70	2,70	—
Arbeidershulpfonds— Mediese en Siektebesoldigingsfonds en Bystandsfonds	—	—	—	—	—	0,02
	15,14	10,19	8,50	4,94	3,79	0,91

	R	R	R	R	R	R
Waarde van seël	1,29	28,22	16,07	12,48	4,89	3,23
Algemene Fonds	0,10	0,11	0,10	0,10	0,10	0,10
Gesamentlike Werkloosheidsfonds	—	0,40	0,20	0,20	0,20	0,20
Pensioenfonds	—	11,93	7,19	5,50	1,94	0,79
Arbeidershulpfonds— Pensioenfonds	0,28	—	—	—	—	—
Mediese en Siektebesoldigingsfonds en Bystandsfonds	0,02	—	—	—	—	—
	0,40	12,44	7,49	5,80	2,24	1,09

1984

	R	R	R	R	R	R
Waarde van Seëls	37,86	24,02	19,83	10,98	8,63	2,88
Algemene Fonds	0,11	0,10	0,10	0,10	0,10	0,10
Gesamentlike Werkloosheidsfonds	0,40	0,20	0,20	0,20	0,20	—
Pensioenfonds	13,93	8,39	6,42	2,26	0,79	0,79
Mediese Hulpfonds	2,70	2,70	2,70	2,70	2,70	—
Arbeidershulpfonds— Mediese en Siektebesoldigingsfonds en Bystandsfonds	—	—	—	—	—	0,02
	17,14	11,39	9,42	5,26	3,79	0,91

	R	R	R	R	R	R
Value of stamp	1,29	32,46	18,62	14,43	5,58	3,23
General Fund	0,10	0,11	0,10	0,10	0,10	0,10
Joint Unemployment Fund..	0,40	0,20	0,20	0,20	0,20	—
Pension Fund	—	13,93	8,39	6,42	2,26	0,79
Labourers' Benefit Fund—						
Pension Fund	0,28	—	—	—	—	—
Medical and Sick Pay						
Fund and Benevolent						
Fund	0,02	—	—	—	—	—
	0,40	14,44	8,69	6,72	2,56	1,09

1985

	R	R	R	R	R	R
Value of stamp	42,09	26,57	21,78	11,66	8,63	2,88
General Fund	0,11	0,10	0,10	0,10	0,10	0,10
Joint Unemployment Fund..	0,40	0,20	0,20	0,20	0,20	—
Pension Fund	15,91	9,59	7,34	2,58	0,79	0,79
Medical Aid Fund	2,70	2,70	2,70	2,70	2,70	—
Labourers' Benefit Fund—						
Medical and Sick Pay						
Fund and Benevolent						
Fund	—	—	—	—	—	0,02
	19,12	12,59	10,34	5,58	3,79	0,91

	R	R	R	R	R	R
Value of stamp	1,29	36,69	21,17	16,38	6,26	3,23
General Fund	0,10	0,11	0,10	0,10	0,10	0,10
Joint Unemployment Fund..	—	0,40	0,20	0,20	0,20	0,20
Pension Fund	—	15,91	9,59	7,34	2,58	0,79
Labourers' Benefit Fund—						
Pension Fund	0,28	—	—	—	—	—
Medical and Sick Pay						
Fund and Benevolent						
Fund	0,02	—	—	—	—	—
	0,40	16,42	9,89	7,64	2,88	1,09

(2) A member of the Medical Aid Fund with no dependants by or in respect of whom contributions were paid to the Fund may claim a refund of 67½ cents from the Fund in respect of each week for which such a contribution was paid: Provided that his claim shall be lodged not before 30 June of the year following the year in which the contributions were paid.

22. DISPOSAL OF CONTRIBUTION CARDS

(1) At the end of each calendar year an employer shall forward the contribution card of each employee for that year to the official prescribed in section 20 (2), so as to reach that official not later than 31 January of the following year.

(2) On termination of employment of an employee, the employer concerned shall immediately forward the contribution card of such employee to the official prescribed in section 20 (2).

23. TRADE UNION MEMBERSHIP

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

(2) No employer, who is a member of either of or both the employers' organisations, shall continue to employ an employee for whom wages are prescribed in Chapters 1 to 8 of this Agreement, who is not a member of the trade union or holds a provisional membership card or a working card of the trade union as at the date of coming into operation of this Agreement or who does not become a member of the trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement: Provided, however, that the provisions of this subsection shall not apply in respect of a person who was employed in the Industry on or before 15 March 1981 and who was not a member of the trade union at that date.

	R	R	R	R	R	R
Waarde van seël	1,29	32,46	18,62	14,43	5,58	3,23
Algemene Fonds	0,10	0,11	0,10	0,10	0,10	0,10
Gesamentlike Werkloos-						
heidsfonds	0,40	0,20	0,20	0,20	0,20	—
Pensioenfonds	—	13,93	8,39	6,42	2,26	0,79
Arbeidershulpfonds—						
Pensioenfonds	0,28	—	—	—	—	—
Mediese en Siektebesol-						
digingsfonds en By-						
standsfonts	0,02	—	—	—	—	—
	0,40	14,44	8,69	6,72	2,56	1,09

1985

	R	R	R	R	R	R
Waarde van seël	42,09	26,57	21,78	11,66	8,63	2,88
Algemene Fonds	0,11	0,10	0,10	0,10	0,10	0,10
Gesamentlike Werkloos-						
heidsfonds	0,40	0,20	0,20	0,20	0,20	—
Pensioenfonds	15,91	9,59	7,34	2,58	0,79	0,79
Mediese Hulpfonds	2,70	2,70	2,70	2,70	2,70	—
Arbeidershulpfonds—						
Mediese en Siektebesol-						
digingsfonds en By-						
standsfonts	—	—	—	—	—	0,02
	19,12	12,59	10,34	5,58	3,79	0,91

	R	R	R	R	R	R
Waarde van seël	1,29	36,69	21,17	16,38	6,26	3,23
Algemene Fonds	0,10	0,11	0,10	0,10	0,10	0,10
Gesamentlike Werkloos-						
heidsfonds	—	0,40	0,20	0,20	0,20	0,20
Pensioenfonds	—	15,91	9,59	7,34	2,58	0,79
Arbeidershulpfonds—						
Pensioenfonds	0,28	—	—	—	—	—
Mediese en Siektebesol-						
digingsfonds en By-						
standsfonts	0,02	—	—	—	—	—
	0,40	16,42	9,89	7,64	2,88	1,09

(2) 'n Lid van die Mediese Hulpfonds met geen afhanklikes deur wie of ten behoeve van wie bydraes aan die Fonds betaal is nie, kan 'n terugbetaling van 67½c van die Fonds eis ten opsigte van elke week waarvoor sodanige bydrae betaal is: Met dien verstande dat sy eis nie ingedien moet word voor 30 Junie van die jaar na die een waarin die bydraes betaal is nie.

22. BESKIKKING OOR BYDRAEKAARTE

(1) Aan die einde van elke kalenderjaar moet die bydraekaart van elke werknemer vir daardie jaar deur die werkgewer aan die beampte soos in klousule 20 (2) voorgeskryf gestuur word sodat dit die beampte voor of op 31 Januarie van die daaropvolgende jaar bereik.

(2) By die diensbeëindiging van 'n werknemer moet die betrokke werkgewer die bydraekaart van die werknemer onmiddellik stuur aan die beampte soos in klousule 20 (2), voorgeskryf.

23. VAKVERENIGINGSLIDMAATSKAP

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

(2) Geen werkgewer wat lid is van een van of beide die werkgewersorganisasies, mag 'n werknemer vir wie lene in Hoofstukke 1 tot 8 van hierdie Ooreenkoms voorgeskryf word, wat nie 'n lid van die vakvereniging is of 'n voorlopige lidmaatskapkaart of 'n werkaart van die vakvereniging het nie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die Ooreenkoms geskied, in diens hou nie: Met dien verstande egter dat die bepalings van hierdie subklousule nie van toepassing is ten opsigte van 'n persoon wat voor of op 15 Maart 1981 in die Nywerheid werksaam was en wat op daardie datum nie lid van die vakvereniging was nie.

(3) No member of the trade union may continue his employment with an employer who is not a member of one of the employer's organisations as at the date of coming into operation of this agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this agreement, become a member of one of the employer's organisations.

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

(5) The provisions of subsections (2) and (3) hereof shall not apply to—

(a) members of the trade union who are employed outside the Industry; or

(b) an employer who is a member of one of the employers' organisations, in relation to the continued employment of such employees, who, on 31 December 1941, were exempted from membership of the trade union by the Council; or

(c) an employee, who is a member of the trade union, in relation to his continued employment by an employer who, at 31 December 1941, was not a member of one of the employers' organisations; or

(d) persons employed in the Screen Printing Section of the Industry on 31 December 1963, who are not eligible for membership of the trade union.

24. TRAINING OF JOURNEYMEN COMPOSITORS AS TYPESETTING MACHINE OPERATORS

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

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

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

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

25. WORKING RULES

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

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

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

(2) (a) No employer shall provide on his premises to other than apprentices or journeymen members of the trade union technical education or instruction in a trade designated under the Manpower Training Act, 1981, and no employees other than those specified may so receive technical education or instruction, but this shall not debar any person on the administrative staff of an establishment from receiving instruction in costing and the technicalities of efficient management.

(3) Geen lid van die vakvereniging mag in diens bly by 'n werkgever wat nie 'n lid is van een van die werkgeversorganisasies op die datum waarop hierdie ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar die indiensneming na die datum van inwerk-treding van hierdie ooreenkoms geskied, 'n lid van een van die werkgeversorganisasies word nie.

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

(5) Subklousules (2) en (3) hiervan is nie van toepassing nie op—

(a) lede van die vakvereniging wat buite die Nywerheid in diens is; of

(b) 'n werkgever wat lid van een van die werkgeversorganisasies is, in verband met die voortgesette diens van dié werknemers wat op 31 Desember 1941 van lidmaatskap van die vakvereniging deur die Raad vrygestel is; of

(c) 'n werknemer wat lid van die vakvereniging is, ten opsigte van sy voortgesette diens by 'n werkgever wat op 31 Desember 1941 nie lid van een van die werkgeversorganisasies was nie; of

(d) persone in diens in die Skermdrukafdeling van die Nywerheid op 31 Desember 1963 wat nie vir lidmaatskap van die vakvereniging in aanmerking kan kom nie.

24. OPLEIDING VAN VAKMANSETTERS AS SETMASJIEBEDIENERS

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

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

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

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

25. WERKREGLEMENT

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

(1) (a) 'n Werkgever mag nie van 'n werknemer vereis om vir verknoei of beskadigde werk te betaal nie, en 'n werknemer mag nie vir verknoei of beskadigde werk betaal nie, en 'n werknemer mag nie aanspreeklik gehou word om te betaal vir materiaal of toestelle wat in die gewone loop van sake beskadig word nie. Ingeval 'n werkgever van mening is dat knoewerk of skade die gevolg van nalatigheid aan die kant van die werknemer is, kan hy die saak aan sowel die plaaslike werkgevers-organisasie as die taksekretaris van die vakvereniging rapporteer met die doel om ondersoek in te stel. Hierna moet die saak aan die betrokke Gesamentlike Raad gerapporteer word en dié Raad kan by die Vaste Komitee aanbeveel watter stappe gedoen behoort te word.

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

(2) (a) Geen werkgever mag op sy perseel aan iemand anders as vakleerlinge of vakmanlede van die vakvereniging tegniese onderwys of opleiding in bedryf, aangewys ingevolge die Wet op Mannekragopleiding, 1981, gee nie en geen ander werknemers as die benoemdes mag tegniese onderwys of opleiding aldus ontvang nie, maar dit belet geen lid van die administratiewe personeel van 'n inrigting om vir kosteberekening en die tegniek van doeltreffende bestuur opgelei te word nie.

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

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

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

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

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

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

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

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

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

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

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

(5) (a) Subject to the provisions of subsections (6) and (14) hereof, an employer shall not require or permit any person, other than a journeyman compositor or compositor apprentice, to do work which falls within the definition of "composing" in this subsection. No employee, other than a journeyman compositor or compositor apprentice, shall perform any such work. A journeyman or apprentice in the trades of composing (including machine minding) or machine minding (including composing), when employed in those areas where these are designated trades, shall, for the purposes of this paragraph, be deemed to be a journeyman or apprentice compositor. Similarly a journeyman or apprentice carton maker shall in connection with carton manufacture be deemed to be a journeyman or apprentice compositor.

"Composing" means work which embraces in whole or in part—

(i) the operation of typesetting or photosetting machines, including the production of punched or magnetic tape;

(ii) the setting or arranging of type (including the product of typesetting or typesetting machines), blocks, plates or other materials into a position for printing or embossing or making of rubber stamps;

(iii) the preparation of cutting or creasing formes for the manufacture of cartons or other articles;

(iv) the distribution of all materials mentioned in (i), (ii) or (iii) after use;

(v) the preparation of final typewritten, photoset or similarly produced copy and placing it (including text, illustrations or pictures) into position for reproduction by any photo mechanical printing process; or

(vi) the stripping or arranging of positives or negatives into position for printing down onto plates, blocks or cylinders for reproduction by any printing process.

(b) General assistants may be employed upon wrapping up of type for storage purposes; looking out standing matter; and/or breaking up matter for remelting; and, if so employed, shall be paid at not less than the following rates:

Where employee has had less than one year's experience on such work: Rate for the area concerned mentioned in Table 10 of this Agreement for fourth six months' experience.

Where employee has had one year's experience or more on such work: Highest rate for the area concerned mentioned in Table 10 of this Agreement.

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

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

(3) (a) Werkgewers moet verbronsing soveel moontlik beperk en geen werkgever mag 'n vakman of vakleerling toelaat om gereeld besig te wees met die op- of afneem van papier by 'n masjien nie, verbronsing met die hand te doen, velle na 'n verbronsingsmasjien, droogmasjien of dergelike toestel te dra of 'n verbronsingsmasjien te voer nie. Van geen vakman of vakleerling mag vereis word om 'n stuk werk op te ruim of rollers te herstel of papier op te hang of af te neem wat gedroog moet word, terwyl sy masjien loop nie. Geen werknemer mag werk in stryd met hierdie subklousule verrig nie.

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

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

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

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

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

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

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

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

(4) Werkgewers moet skoon handdoeke aan werknemers verskaf.

(5) (a) Behoudens subklousules (6) en (14) hiervan, mag 'n werkgever van niemand anders as 'n vakmansetter of vakleerlingsetter vereis of hom toelaat om werk te verrig wat onder die omskrywing van "set" in hierdie subklousule val nie. Geen ander werknemer as 'n vakmansetter of vakleerlingsetter mag sulke werk doen nie. 'n Vakman of vakleerling in die bedrywe setwerk (met inbegrip van masjienbediening) of masjienbediening (met inbegrip van setwerk), wanneer in diens in dié gebiede waar hierdie bedrywe aangewese bedrywe is, word vir die toepassing van hierdie paragraaf geag 'n vakman- of vakleerlingsetter te wees. Insgelyks moet 'n vakman- of vakleerling-kartonhouermaker in verband met kartonhouervervaardiging geag word 'n vakman- of vakleerlingsetter te wees.

"Set" beteken werk wat uitsluitlik of gedeeltelik die volgende omvat:

(i) Die bediening van lettersetmasjiene of fotosetmasjiene, met inbegrip van die produksie van geponste of magnetiese band;

(ii) die set of in posisie rangskik van setstel (met inbegrip van die produk van letterset- of lettersetmasjiene), blokke, plate of ander materiaal vir druk- of embosseerwerk of die maak van rubberstempels;

(iii) die voorbereiding van sny- of plooiervorms vir die vervaardiging van kartonne of ander artikels;

(iv) die distribusie van alle materiaal in (i), (ii), (iii) genoem, na gebruik;

(v) die voorbereiding van finaal getikte, fotoset- of soortgelyk geproduseerde kopie en in posisie rangskik daarvan (met inbegrip van teks, illustrasies of prente) vir reproduksie deur middel van 'n fotomeganiese drukproses; of

(vi) die stroping of in posisie rangskik van positiewe of negatiewe vir afdruk op plate, blokke of silinders vir reproduksie deur middel van 'n drukproses.

(b) Algemene assistente mag in diens wees vir die toedraai van setstel om gebere te word; die uitsoek van staande setstel; en/of die opbreek van setstel om weer gesmelt te word; en, indien aldus in diens, moet hulle teen minstens onderstaande tariewe betaal word:

As die werknemer minder as een jaar ondervinding van dié werk het: Tarief vir betrokke gebied genoem in Tabel 10 van hierdie Ooreenkoms vir vierde ses maande ondervinding.

As die werknemer een jaar of langer ondervinding van dié werk gehad het: Hoogste skaal vir die betrokke gebied genoem in Tabel 10 van hierdie Ooreenkoms.

(6) (a) Vakmansetters moet, wanneer hulle tydelik met setmasjiene werk, betaal word vir alle tyd met dié masjiene gewerk, teen minstens die uurtarief van toepassing op setmasjienebedieners, bereken kragtens klousule 6 (6) van hierdie Ooreenkoms: Met dien verstande egter dat as 'n setter langer as 20 uur in een werkweek met 'n setmasjiene werk, hy vir daardie hele week betaal moet word teen die tarief van toepassing op setmasjienebedieners. Setmasjienebedieners wat tydelik handsetwerk doen, moet betaal word teen die tarief van toepassing op setmasjienebedieners.

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

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

(d) Subject to the provisions of paragraph (e) hereof, no typesetting machine operator shall be required by an employer to do mechanic's or labourer's work: Provided, however, that this subsection shall not be so construed as to prohibit an operator from affording mechanical assistance in an emergency: Provided further that the provisions of this subsection shall not apply in respect of operators of Typograph composing machines employed in the areas referred to in paragraph (b) (ii) of Government Notice R. 2119 of 15 November 1968.

(e) In establishments where seven or more typesetting machines are in use a full-time printers' mechanic shall be employed. In establishments where no mechanic is employed, at least one typesetting machine operator on day or night shift, as the case may be, shall be appointed and paid as an operator-mechanic. The provisions of this subsection shall not apply in respect of Typograph composing machines in establishments in the areas referred to in paragraph (b) (ii) of Government Notice R. 2119 of 15 November 1968.

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

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

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

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

(j) Where there are two, three or four Monotype casting machines installed, a journeyman Monotype caster minder mechanic shall be employed. For each additional four machines (or part thereof) above four an additional journeyman Monotype caster minder mechanic or apprentice to that trade shall be employed. Subject of the provisions of paragraph (h), no employee, including Monotype caster minder mechanics or apprentices to that trade, shall be allowed to be in attendance on more than two casting machines.

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

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

(m) An employer shall not permit any employee, other than a journeyman or apprentice compositor (typesetting machine operator), perforator operator or a learner perforator operator to operate a Teletypesetter perforator keyboard. No other employee shall do such work.

(n) Typesetting machine operators, who wish to gain experience on the Teletypesetter perforator keyboard, shall be afforded the opportunity of doing so in their own time: Provided that the matter set shall not be used.

(o) The period of training of learner perforator operators shall be 12 months and during that period no employer shall pay and no such employee shall accept wage at less than the following weekly rates:

- First three months: 60 per cent of Scale 1, Table 1.
- Second three months: 70 per cent of Scale 1, Table 1.
- Third three months: 80 per cent of Scale 1, Table 1.
- Fourth three months: 90 per cent of Scale, Table 1.

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

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

(d) Behoudens paragraaf (e) hiervan, mag geen setmasjiensbediener deur 'n werkgewer verplig word om die werk van 'n werktuigkundige of arbeider te verrig nie: Met dien verstande egter dat hierdie subklousule nie so uitgelê moet word dat dit 'n bediener verbied om werktuigkundige hulp in geval van nood te verleen nie: Voorts met dien verstande dat hierdie subklousule nie op bedieners van Typograph-setmasjiene in diens in die gebiede in paragraaf (b) (ii) van Goewermentskennisgewing R. 2119 van November 1968 bedoel, van toepassing is nie.

(e) In inrigtings waar sewe of meer setmasjiene gebruik word, moet 'n voltydse drukkerswerktuigkundige in diens wees. In inrigtings waar geen werktuigkundige in diens is nie, moet minstens een setmasjiensbediener op dag- of nagskof, na gelang van die geval, aangestel en as 'n bediener-werktuigkundige besoldig word. Hierdie subklousule is nie ten opsigte van Typograph-setmasjiene in inrigtings in die gebiede in paragraaf (b) (ii) van Goewermentskennisgewing R. 2119 van 15 November 1968 bedoel, van toepassing nie.

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

(g) Behalwe om die pligte uit te voer wat in die omskrywing van daardie klas werknemer bedoel word mag 'n Monotype-gietmasjiensbediener nie deur sy werkgewer verplig of toegelaat word om werktuigkundige verstelings of herstelwerk op lettergietmasjinerie uit te voer nie.

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

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

(j) Waar daar twee, drie of vier Monotype-gietmasjiene geïnstalleer is, moet 'n vakman-bedienerwerktuigkundige van Monotype-gietmasjiene in diens wees. Vir elke bykomende vier masjiene (of gedeelte daarvan) bo vier, moet 'n bykomende vakmanbedienerwerktuigkundige van Monotype-gietmasjiene of vakleerling in daardie bedryf in diens wees. Behoudens paragraaf (h), mag geen werknemer, met inbegrip van bedienerwerktuigkundiges van Monotype-gietmasjiene of vakleerlinge in daardie bedryf, toegelaat word om meer as twee gietmasjiene te bedien nie.

(k) In enkelinstallasies van hoogstens een setselgietmasjiene kan die toetsbordbediener as werktuigkundige optree. In inrigtings waar daar net een supergietmasjiene is en geen toetsbord geïnstalleer is nie, kan 'n Monotype-gietmasjiensbediener die masjiene bedien onder die toesig van 'n vakman-bedienerwerktuigkundige van Monotype-gietmasjiene, drukkers-werktuigkundige of 'n vakman wat aan setwerk verbonde is. In sulke gevalle moet die werkgewer die plaaslike Gesamentlike Raad onmiddellik in kennis stel van die naam van die vakman wat vir dié toesighoudende pligte gekies is. Ondanks hierdie subklousule is dit nie vir 'n werkgewer nodig om die vakman wat vir die bedoelde toesighoudende pligte aangewys is, gedurende die afwesigheid van dié vakman van sy werk vir hoogstens vier weke, te vervang nie.

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

(m) 'n Werkgewer mag nie 'n ander werknemer as 'n vakman of vakleerlingsetter (setmasjiensbediener), perforeermasjiensbediener, 'n leerling-perforeermasjiensbediener toelaat om 'n telesetterperforeermasjiensetoetsbord te bedien nie. Geen ander werknemer mag die werk verrig nie.

(n) Setmasjiensbedieners, wat graag ondervinding met die telesetter-perforeermasjiensetoetsbord wil opdoen, moet die geleentheid gegee word om dit in hul eie tyd te doen: Met dien verstande dat die setsel nie gebruik mag word nie.

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

- Eerste drie maande: 60 persent van Skaal 1, Tabel 1.
- Tweede drie maande: 70 persent van Skaal 1, Tabel 1.
- Derde drie maande: 80 persent van Skaal 1, Tabel 1.
- Vierde drie maande: 90 persent van Skaal 1, Tabel 1.

(p) On completion his period of training, a learner perforator operator shall undergo a trade test set by his employer and on attaining a standard of at least 12 000 ens of corrected matter per hour shall be regarded as a perforator operator. Subject to the provisions of paragraph (q) hereof, a perforator operator shall be paid at not less than the rate of wages prescribed in Scale 1 of Table 1 of this Agreement. Should a learner perforator operator fail the trade test set by his employer, he shall continue for a further 12 months at not less than 90 per cent of Scale 1, Table 1, and after completion of the further 12 months' training he shall be paid at not less than Scale 1, Table 1.

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

(i) Installation of one perforator and/or one caster: Either a journeyman typesetting machine operator or a perforator operator, paid at not less than Scale 3 of Table 1, may be employed on the keyboard. If a journeyman typesetting machine operator is employed on the keyboard, he may also supervise and operate the caster. A perforator operator may not supervise or operate the caster but any other journeyman typesetting machine operator or printers' mechanic may do so.

(ii) Installation of two perforators and one caster: Either a journeyman typesetting machine operator or a perforator operator, paid at not less than Scale 3 of Table 1, must be employed on one keyboard, while a perforator operator, paid at not less than Scale 1 of Table 1, or a learner perforator operator, paid at not less than as set out in paragraph (o), may be employed on the other keyboard. If a journeyman typesetting machine operator is employed on the one keyboard, he, or any other journeyman typesetting machine operator or printers' mechanic, may supervise and operate the caster. A perforator operator may not do so.

(iii) Installation of three perforators and two casters: Either a journeyman typesetting machine operator or a perforator operator, paid at not less than Scale 3 of Table 1, must be employed on one keyboard, while perforator operators, paid at not less than Scale 1 of Table 1, or learner perforator operators, paid at not less than as set out in paragraph (o), may be employed on the other perforators. A journeyman typesetting machine operator, other than one who might be employed on a keyboard, or a printers' mechanic must supervise and operate the two casters.

(iv) The above ratios apply *pro rata* to larger installations: Provided that one journeyman may supervise up to and including three casters.

(v) A perforator may be operated by an apprentice compositor at his normal rate of pay but he shall not be regarded as a journeyman or as a perforator operator, paid at not less than Scale 3 of Table 1, for the ratio provision in respect of perforating.

(vi) a journeyman printers' mechanic employed on supervising or operating a caster or casters in terms of this paragraph shall not perform any other work while the caster or casters are in operation.

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

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

(t) Notwithstanding the provisions of paragraphs (r) and (s) hereof, a general assistant paid at not less than the rate prescribed for the area concerned in Table 6 of this Agreement may be employed on the production, by the principle of contact printing, of lettering on film, paper or similar material, by the use of negatives or positives by means of the Filmo-type, Headliner, Prototype or any other machine which may be specified by the Standing Committee from time to time.

(u) Notwithstanding the provisions of paragraph (r) hereof, an employee paid at not less than the rate prescribed for the area concerned in Table 5 of this Agreement may be employed on producing copy or plates by means of any type of typewriter, including electric typewriters providing for limited control of variable justification and selection of lettering and style, which copy is intended to be used for reproduction. Such an employee may not be employed on the production of punched tapes for use on photosetting or typesetting equipment.

(v) Notwithstanding the provisions of paragraph (r) hereof, a Monotype caster attendant, or a general assistant, paid at not less than the rate prescribed for the area concerned in Table 8 of this Agreement, may operate all equipment used to expose on film or similar material from punched or electronic origination material, develop and process the film, or similar material, so exposed and make copies therefrom by means of a contact copying machine for the purposes of proofreading or otherwise. An employee employed on this work shall work under the supervision of a journeyman compositor or Monotype caster minder mechanic.

(p) By voltooiing van sy leertyd moet 'n leerling-perforeermasjienbediener 'n bedryfstoets aflê wat deur sy werkgever afgeneem word en indien hy 'n standaard van minstens 12 000 ens verbeterde setel per uur behaal, moet hy as 'n perforeermasjienbediener geag word. Behoudens paragraaf (q) hiervan, moet 'n perforeermasjienbediener minstens die loontarief betaal word wat in Skaal 1 van Tabel 1 van hierdie Ooreenkoms voorgeskryf word. Indien 'n leerling-perforeermasjienbediener drup in die bedryfstoets wat deur sy werkgever afgeneem word, moet hy vir nog 12 maande as leerling-perforeermasjienbediener werk teen betaling van minstens 90 persent van die loontarief in Skaal 1 van Tabel 1 voorgeskryf, en na voltooiing van die verdere 12 maande opleiding moet hy betaal word teen minstens die loontarief in Skaal 1 van Tabel 1 voorgeskryf.

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

(i) Installasies met een perforeermasjien en/of een gietmasjien: Of 'n vakman-setmasjienbediener of 'n perforeermasjienbediener, betaal teen minstens Skaal 3 van Tabel 1, mag by die toetsbord in diens wees. As 'n vakman-setmasjienbediener die toetsbord bedien, mag hy ook toesig oor die gietmasjien hou en dit bedien. 'n Perforeermasjienbediener mag nie toesig oor die gietmasjien hou of dit bedien nie maar 'n ander vakman-setmasjienbediener of drukkerswerktuigkundige mag dit doen.

(ii) Installasies met twee perforeermasjiene en een gietmasjien: Of 'n vakman-setmasjienbediener of 'n perforeermasjienbediener, betaal teen minstens Skaal 3 van Tabel 1, moet by een toetsbord in diens wees, terwyl 'n perforeermasjienbediener, betaal teen minstens Skaal 1 van Tabel 1, of 'n leerlingperforeermasjienbediener, betaal teen minstens die loon in paragraaf (o) genoem, die ander toetsbord mag bedien. As 'n vakman-setmasjienbediener by die een toetsbord in diens is, mag hy of 'n ander vakman-setmasjienbediener of drukkerswerktuigkundige toesig oor die gietmasjien hou en dit bedien. 'n Perforeermasjienbediener mag dit nie doen nie.

(iii) Installasies met drie perforeermasjiene en twee gietmasjiene: Of 'n vakman-setmasjienbediener of 'n perforeermasjienbediener, betaal teen minstens Skaal 3 van Tabel 1, moet een toetsbord bedien, terwyl perforeermasjienbediener, betaal teen minstens Skaal 1 van Tabel 1, of leerlingperforeermasjienbediener, betaal teen minstens die loon in paragraaf (o) genoem, die ander perforeermasjiene mag bedien. 'n Vakman-setmasjienbediener, uitgesonderd een wat 'n toetsbord mag bedien, of 'n drukkerswerktuigkundige moet toesig oor die twee gietmasjiene hou en hulle bedien.

(iv) Bogenoemde getalsverhouding is *pro rata* van toepassing op groter installasies: Met dien verstande dat een vakman oor hoogstens drie gietmasjiene toesig mag hou.

(v) 'n Perforeermasjien mag deur 'n vakleerlingsetter teen sy gewone loontarief bedien word, maar hy moet nie as 'n vakman of as 'n perforeermasjienbediener geag word wat teen minstens Skaal 3 van Tabel 1 vir die verhoudingsbepaling ten opsigte van perforeerwerk betaal word nie.

(vi) 'n Vakman-drukkerswerktuigkundige in diens op toetsigwerk of vir die bediening van 'n gietmasjien of -masjiene kragtens hierdie paragraaf mag geen ander werk verrig terwyl die gietmasjiens of -masjiene werk nie.

(r) Behoudens paragrafe (t), (u), (v) en (w) hiervan, mag 'n werkgever nie 'n ander werknemer as 'n vakman of vakleerlingsetter toelaat om foto-uitrusting te bedien nie. Geen ander werknemer mag sulke werk verrig nie.

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

(t) Ondanks paragrafe (r) en (s) hiervan, mag 'n algemene assistent wat betaal word teen minstens die tarief wat vir die betrokke gebied in Tabel 6 van hierdie Ooreenkoms voorgeskryf word, in diens wees by die produksie, deur die beginsel van kontakafdrukwerk, van letterwerk op film, papier of soortgelyke materiaal, deur die gebruik van negatiewe of positiewe deur middel van die Filmo-type, Headliner, Prototype of 'n ander masjien wat van tyd tot tyd deur die Vaste Komitee gespesifiseer mag word.

(u) Ondanks paragraaf (r) hiervan, mag 'n werknemer wat betaal word teen minstens die tarief wat vir die betrokke gebied in Tabel 5 van hierdie Ooreenkoms voorgeskryf word, in diens wees by die produksie van kopie of plate deur middel van enige soort tikmasjien, met inbegrip van elektriese tikmasjiene wat voorsiening maak vir beperkte beheer oor wisselbare justering en keuse van letters en styl, indien sodanige kopie bedoel is om vir reproduksie gebruik te word. So 'n werknemer mag nie in diens wees by die produksie van geponste bande vir gebruik op fotoset- of lettersetuitrusting nie.

(v) Ondanks paragraaf (r) hiervan, mag 'n Monotypegietmasjienbediener, of 'n algemene assistent, wat betaal word teen minstens die tarief wat vir die betrokke gebied in Tabel 8 van hierdie Ooreenkoms voorgeskryf word, alle uitrusting bedien wat gebruik word om op film te belig, of op dergelyke materiaal wat sy oorsprong het by geponste of elektroniese materiaal, die film of dergelyke materiaal, wat aldus belig is, ontwikkel en verwerk, en kopieë daarvan maak deur middel van 'n kontakkopieermasjien vir die doel van proewe lees of andersins. 'n Werknemer in diens by hierdie werk moet onder toesig wees van 'n vakmansetter of Monotypegietbedienerwerktuigkundige.

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

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

(y) Notwithstanding anything to the contrary contained in this Agreement, a printers' attendant or trainee printers' attendant may do the following work:

(i) The spacing and securing in page form of solid hot metal machine set matter, including the addition of folio numbers, running heads, chapter headings and cross rules, but excluding all tabular matter, illustrations and display material. He may also be allowed to do correcting by dropping in correcting slugs. This excludes Monotype corrections;

(ii) operating from pre-marked-up copy of a hot metal machine for which matrices are assembled by hand but excluding the making up of the material so set. This does not include the operation of keyboard operated machines or photosetting machines;

(iii) the distribution of type, including sorting of galleys, and cutting of leads and rules in bulk;

(iv) in an establishment solely manufacturing rubber stamps, the spacing and securing in formes of solid hot metal machine set matter, excluding tabular matter, illustrations, display material and the make-up or correcting of Monotype set matter: Provided that a journeyman is employed full-time on the manufacture of rubber stamps: Provided further that the ratio of journeymen to printers' attendants does not exceed one to three.

(z) (i) Video Display Terminals (VDT's), Optical Character Recognition (OCR) and similar electronic origination equipment may be installed in the administrative, advertising or editorial sections of a newspaper establishment.

(A) An employer may permit any employee in the administrative section to operate such equipment for the purpose of inputting or recalling data relating to the administrative and accounting functions of his establishment.

(B) An employer may permit any paid editorial contributor, provided it is his own original copy, or practising journalist to operate such equipment in the editorial section of his establishment for the purpose of inputting or recalling copy and may permit such a person to select formats which determine type faces, type sizes, column width and point sizes and to fit the following copy:

(aa) Original work inputted directly into the system by the person concerned;

(ab) copy captured via remote data link or from branch offices remote from the main editorial office;

(ac) copy conveyed telephonically and inputted directly into the system. Copy received by telephone may also be inputted directly into the system by the typists employed in the editorial department;

(ad) copy being translated directly into the system;

(ae) formatted headings:

Provided that an employer shall not establish a typing pool for inputting purposes.

(C) Practising journalists and paid editorial contributors may also recall, edit and correct copy which has not yet been released to a photo-typesetter: Provided that an employer shall not require or permit an employee, other than a journeyman compositor, to—

(aa) read and correct copy which has passed through a photo-typesetter or read and correct proofs on a Video Display Terminal (VDT) when used for proofreading purposes;

(ab) create and load formats required for performing these functions in the memory of the system, change the formats or create additional formats;

(ac) operate Video Display Terminals (VDT's) Optical Character Recognition (OCR) and similar electronic origination equipment, other than those referred to in this paragraph;

(ad) operate such equipment for the purpose of inputting or recalling copy not referred to in this paragraph;

(ae) operate such equipment for the purpose of inputting from hard copy, other than rough notes, whether typewritten, hand written, outside contributed or internally produced;

(af) operate Video Display Terminals (VDT's) which must be installed for the purpose of recalling files for inputting copy into a photo-typesetter.

(D) An employer may permit any employee in the advertising department of his establishment to operate such equipment for the purpose of inputting or recalling classified advertisements received telephonically and may permit such an employee to select formats which determine type faces, type sizes, column width and point sizes and to fit the following classified advertisement copy:

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

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

(y) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n drukkershulp of 'n leerling-drukkershulp die volgende werk verrig:

(i) Die spasiëring en opmaak in bladvorm van soliede warmmetaal-masjienset, insluitende die byvoeging van folionommers, herhaaltitels, hoofstukopskrifte en dwarslyne, maar uitgesonderd alle tabelset, illustrasies en sierspreiwerk. Hy kan ook toegelaat word om korrigeerwerk te doen deur die plasing van korrigeerwerk. Dit sluit nie Monotypekorrigeerwerk in nie;

(ii) werk volgens vooraf-uitgemerkte kopie van 'n warmmetaalmasjienset waarvoor matryse met die hand bymekaargemaak word, maar uitgesonderd die opmaak van werk wat aldus geset is. Dit sluit nie die bediening van toetsbord- of fotosetmasjiene in nie;

(iii) die distribusie van set, insluitende die uitsoek van houtspasies en die sny van loodspasies en lynstawe by die grootmaat;

(iv) in 'n inrigting wat net rubberstempels vervaardig, die spasiëring en opmaak in vorms van soliede warmmetaal-masjienset, uitgesonderd tabelset, illustrasies en sierspreiwerk en die opmaak en korrigeerwerk van Monotype-set: Met dien verstande dat 'n vakman voltyd in diens is in verband met die vervaardiging van rubberstempels: Voorts met dien verstande dat die verhouding van vakmanne tot drukkershulpe hoogstens een tot drie is.

(z) (i) Videovertoontermiaal-, optiese karakterlesing- en dergelike elektroniese origineeruitrusting kan in die administratiewe, advertensie- of redaksie-afdelings van 'n nuusblad inrigting geïnstalleer word.

(A) 'n Werkgewer kan 'n werknemer in die administratiewe afdeling toelaat om sodanige uitrusting te bedien ten einde gegewens betreffende die administratiewe en boekhoufunksies van sy inrigting in te voer of te herwin.

(B) 'n Werkgewer kan 'n besoldigde redaksionele medewerker, mits dit sy eie oorspronklike kopie is, of praktiserende joernalis toelaat om sodanige uitrusting in die redaksie-afdeling van sy inrigting te bedien ten einde kopie in te voer of te herwin en kan so iemand toelaat om die formaat te kies wat die letterbeelde, lettergroottes, kolombreedte en puntgroottes bepaal en om die volgende kopie in te pas:

(aa) Oorspronklike werk wat deur die betrokke persoon regstreeks in die stelsel ingevoer word;

(ab) kopie bekom via afgeleë dataskakel of van takkantore wat ver van die hoofredaksiekantoor geleë is;

(ac) kopie wat telefonies oorgedra en regstreeks in die stelsel ingevoer word. Kopie wat per telefoon ontvang word, kan ook deur die tiksters wat in die redaksie-afdeling werksaam is regstreeks in die stelsel ingevoer word;

(ad) kopie wat regstreeks in die stelsel in vertaal word;

(ae) geformate opskrifte:

Met dien verstande dat 'n werkgewer nie 'n tikpoel vir invoerdoeleindes mag skep nie.

(C) Praktiserende joernaliste en besoldigde redaksionele medewerkers kan ook kopie wat nog nie aan 'n fotosetter vrygestel is nie herwin, redigeer en korrigeer: Met dien verstande dat 'n werkgewer nie van 'n werknemer, uitgesonderd 'n vakmansetter, mag vereis of hom mag toelaat om—

(aa) kopie te lees en te korrigeer wat deur 'n fotosetmasjienset verwerk is of proewe op 'n videovertoontermiaal-masjienset te lees en te korrigeer as dit vir proefleesdoeleindes gebruik word nie;

(ab) formate te skep en te laai wat nodig is om hierdie funksies in die stelsel se geheue te verrig, die formate te wysig of ekstra formate te skep nie;

(ac) videovertoontermiaal-, optiese karakterlesing- en dergelike elektroniese origineeruitrusting te bedien nie, behalwe dié in hierdie paragraaf bedoel;

(ad) sodanige uitrusting wat nie in hierdie paragraaf bedoel word nie, te bedien ten einde kopie in te voer of te herwin nie;

(ae) sodanige uitrusting te bedien ten einde van harde kopie af, behalwe sketsaantekeninge, in te voer, hetsy dit getik, met die hand geskryf, van buite af bygedra of intern geproduseer is nie;

(af) videovertoontermiaal-masjienset te bedien wat geïnstalleer moet word ten einde lêers te herwin om kopie in 'n fotosetmasjienset in te voer nie.

(D) 'n Werkgewer kan 'n werknemer in die advertensie-afdeling van sy inrigting toelaat om sodanige uitrusting te bedien ten einde geklassifiseerde advertensies wat telefonies ontvang word, in te voer of te herwin en kan so 'n werknemer toelaat om formate te kies wat die letterbeelde, lettergroottes, kolombreedtes en puntgroottes bepaal en om die volgende geklassifiseerde advertensiekopie in te pas:

(aa) Solid classified advertisements: Provided that such advertisements do not exceed one type size with two "sets" type faces;

(ab) classified semi-display advertisements: Provided that the advertisement is not more than two columns in width; contains type of a size not larger than 18 point; contains not more than two type sizes and not more than two "set" type faces; does not contain any illustration, border or logo, is not an auction or a display appointment advertisement and appears only on the classified advertisement pages of the newspaper concerned;

(ac) classified or semi-display classified advertisements captured via remote data link or from branch offices remote from the main advertisement department;

(ad) classified or semi-display classified advertisements being translated directly into the system;

An employer shall not establish typing pools for inputting purposes, other than for those employees performing work referred to in paragraph (D).

Optical Character Recognition (OCR) machines may be operated by employees referred to in this paragraph for the purpose of inputting outside contributed hard copy in a form acceptable to such equipment.

Notwithstanding the provisions of paragraph (D), an employer shall not require or permit an employee, other than a journeyman compositor, to—

(i) input or prepare display advertisements, other than those referred to in paragraph (D) (ab);

(ii) create and load formats required for performing these functions in the memory of the system change the formats or create additional formats;

(iii) operate such equipment for the purpose of inputting from hard copy, whether typewritten, hand written, outside contributed or internally produced;

(iv) operate Video Display Terminals (VDT's) which must be installed for the purpose of recalling files for inputting advertisement copy into a photo-typesetter;

(v) read and correct display advertisements at a display advertisement copy desk, which must be installed, check formats or perform any similar function before display advertisements are hyphenated and justified: Provided that solid classified advertisements and classified semi-display advertisements referred to in paragraph (D) (aa) and (ab) need not be referred to this copy desk.

(ii) The typing of copy for processing via Optical Character Recognition equipment (OCR) is to be performed in the following manner:

(A) First typing of such copy, on a typewriter, in any establishment may be done by any typist of that establishment: Provided that, if a typing pool is established consisting of a number of typists for the purpose of typing for Optical Character Recognition (OCR) equipment, the employees shall be paid at not less than the rate prescribed for the area concerned for printers' attendants, and the provisions of this Agreement shall *mutatis mutandis* apply in respect of their conditions of employment.

(B) Where the typing is not done in terms of paragraph (A), any typing of copy suitable for submission to the Optical Character Recognition equipment (OCR) shall only be done by a journeyman compositor.

(C) Any retyping of copy which has been submitted for OCR reading and is unacceptable, shall be done by a journeyman compositor.

(iii) Video Display Terminals (VDT's), Optical Character Recognition (OCR) and similar electronic origination equipment may be installed in the administrative, advertising or editorial sections of establishments, other than newspaper establishments.

(A) An employer may permit any employee in the administrative section to operate such equipment for the purpose of inputting or recalling data relating to the administrative and accounting functions of his establishment.

(B) For the purpose of magazine production, an employer may permit any paid practising journalist, editorial contributor or author, provided it is his own original copy, to operate such equipment in the editorial section. Similarly, for the purpose of book production and commercial printing, an employer may permit such an employee to operate such equipment. Employees referred to in this paragraph may operate such equipment for the purpose of inputting, recalling, editing and correcting copy and may select pre-programmed formats by name which determine type faces, type sizes, column width and point sizes and may fit the following copy:

(aa) Original work inputted directly into the system by the person concerned;

(ab) copy captured via remote data link and from branch offices remote from the main editorial office;

(ac) copy conveyed telephonically and inputted directly into the system. Copy received by telephone may also be inputted directly into the system by the typists employed in a full-time capacity in the editorial department;

(aa) Geklassifiseerde soliede advertensies: Met dien verstande dat sodanige advertensies hoogstens een lettergrootte met twee set-letterbeelde bevat;

(ab) geklassifiseerde halfvertoon advertensies: Met dien verstande dat die advertensie hoogstens twee kolomme wyd is; lettergroottes van hoogstens 18 punt bevat; hoogstens twee lettergroottes en hoogstens twee set-letterbeelde bevat; geen illustrasie, rand of logo bevat nie; nie 'n veilings- of 'n vertoonbetrekkingadvertensie is nie en slegs op die geklassifiseerde advertensiebladsye van die betrokke nuusblad verskyn;

(ac) geklassifiseerde of halfvertoon-geklassifiseerde advertensies wat bekom word via 'n verwyderde dataskakel of van takkantore af wat ver van die hoofadvertensieafdeling geleë is;

(ad) geklassifiseerde of halfvertoon-geklassifiseerde advertensies wat regstreeks in die stelsel in vertaal word.

'n Werkgewer mag nie tikpoele vir invoerdoeleindes skep nie behalwe vir dié werknemers wat die werk verrig wat in paragraaf (D) bedoel word.

Optiese karakterlesingmasjiene kan bedien word deur werknemers in hierdie paragraaf bedoel ten einde harde kopie wat van buite af bygedra word, in te voer in 'n vorm wat vir sodanige uitrusting aanvaarbaar is.

Ondanks paragraaf (D) mag 'n werkgewer nie van 'n werknemer, uitgesonderd 'n vakmansetter, vereis of hom toelaat om—

(i) vertoonadvertensies in te voer of voor te berei nie behalwe dié in paragraaf (D) (ab) bedoel;

(ii) formate te skep of te laai wat nodig is om hierdie funksies in die stelsel se geheue te verrig, die formate te wysig of om ekstra formate te skep nie;

(iii) dié uitrusting te bedien ten einde vanaf harde kopie in te voer nie, hetsy dit getik, met die hand geskryf, van buite af bygedra of intern geproduseer is;

(iv) videovertoonterminaalmasjiene te bedien wat geïnstalleer moet word ten einde lêers te herwin om advertensiekopie in 'n fotosetmasjiene in te voer nie;

(v) vertoonadvertensies te lees en te korreger by 'n vertoonadvertensiekopie, wat geïnstalleer moet word, formate na te gaan, of om sodanige werk te verrig voordat sodanige vertoonadvertensies gekoppel en gejusteer word nie: Met dien verstande dat geklassifiseerde soliede advertensies en geklassifiseerde halfvertoonadvertensies in paragraaf (D) (aa) en (ab) bedoel nie na hierdie kopieë verwys hoef te word nie.

(ii) Die tik van kopie vir verwerking deur optiese karakterlesinguitrusting moet op die volgende wyse geskied:

(A) Wanneer sodanige kopie die eerste maal in 'n inrigting getik word, kan enige tikster van daardie inrigting dit doen: Met dien verstande dat as daar 'n tikpoele geskep word wat uit 'n aantal tiksters bestaan met die doel om kopie vir optiese karakterlesinguitrusting te tik, die werknemers minstens die loon betaal moet word wat vir drukkershulpe in die betrokke gebied voorgeskryf word, en hierdie Ooreenkoms is *mutatis mutandis* ook van toepassing ten opsigte van hul diensvoorwaardes.

(B) Waar die tikwerk nie volgens paragraaf (A) geskied nie, moet alle tikwerk van kopie wat geskik is om in die optiese karakterlesinguitrusting ingevoer te word slegs deur 'n vakmansetter gedoen word.

(C) Enige oortikwerk van kopie wat in die optiese karakterlesinguitrusting ingevoer en daardeur verwerp word, moet deur 'n vakmansetter gedoen word.

(iii) Videovertoonterminaal-, optiese karakterlesing- en dergelike elektroniese origineeruitrusting kan in die administratiewe, advertensie- of redaksie-afdelings van alle bedryfsinrigtings, uitgesonderd nuusbladinrigtings, geïnstalleer word.

(A) 'n Werkgewer kan 'n werknemer in die administratiewe afdeling toelaat om sodanige uitrusting te bedien ten einde gegewens betreffende die administratiewe en boekhoufunksies van sy inrigting in te voer of te herwin.

(B) 'n Werkgewer kan ten opsigte van die produksie van tydskrifte, 'n besoldigde praktiserende joernalis, redaksionele medewerker of outeur toelaat om sodanige uitrusting in die redaksie-afdeling te bedien, mits dit sy eie oorspronklike kopie is. Insgelyks kan 'n werkgewer, ten opsigte van die produksie van boeke en handelsdrukkery, so 'n werknemer toelaat om sodanige uitrusting te bedien. Werknemers in hierdie paragraaf bedoel, kan sodanige uitrusting bedien ten einde kopie in te voer, te herwin, te redigeer en te korreger en kan vooraf geprogrammeerde formate by name kies wat die letterbeelde, lettergroottes, kolombreedte en puntgroottes bepaal en kan die volgende kopie inpas:

(aa) Oorspronklike werk wat deur die betrokke persoon regstreeks in die stelsel ingevoer word;

(ab) kopie bekom via afgeleë dataskakel en van takkantore of wat ver van die hoofredaksiekantoor geleë is;

(ac) kopie wat telefonies oorgedra en regstreeks in die stelsel ingevoer word. Kopie wat per telefoon ontvang word, kan ook deur die tiksters wat in 'n voltydse hoedanigheid in die redaksieafdeling werksaam is regstreeks in die stelsel ingevoer word;

(ad) copy being translated directly into the system; Provided that this can also be done by a translator in the employ of the establishment concerned;

(ae) formatted headings:

Provided that—

(i) an employer shall not establish a typing pool for inputting purposes;

(ii) the provisions of this paragraph shall apply only in respect of copy not yet released to a photo-typesetter; and

(iii) where Optical Character Recognition (OCR) equipment is being used, employees referred to in this paragraph may only correct such copy by using deletion codes or symbols which are provided or by using a pen while copy is still in the typewriter.

(C) An employer shall not require or permit an employee, other than a journeyman compositor, to—

(aa) read and correct copy which has passed through a photo-typesetter;

(ab) read and correct all copy before such copy is taken to Optical Character Recognition (OCR) equipment for scanning purposes;

(ac) create and load formats required for performing these functions in the memory of the system, change the formats or create additional formats;

(ad) operated Video Display Terminals (VDT's), Optical Character Recognition (OCR) and similar electronic origination equipment for the purpose of manipulating text and spacing copy for the purpose of page make-up (pagination), formatting on screen or for the purpose of handling composition programmes;

(ae) operate Video Display Terminals (VDT's), optical Character Recognition (OCR) and similar electronic origination equipment, other than those referred to in this subsection [(6) (z) (iii)];

(af) operate such equipment for the purpose of inputting or recalling copy not referred to in this subsection [(6) (z) (iii)];

(ag) operate Video display Terminals (VDT's) which must be installed for the purpose of recalling files for inputting copy into a photo-typesetter;

(ah) do manuscript preparation, choose layouts and designs, choose type sizes and type faces;

(ai) operate such equipment for the purpose of inputting from hard copy, other than rough notes, whether typewritten, handwritten, outside contributed or internally produced:

Provided that—

(i) a proofreader may read and correct proofs referred to in paragraph (C) (aa) and (ab) above and read and correct proofs on a Video Display Terminal (VDT) used for proofreading purposes;

(ii) in addition to a journeyman compositor, a perforator operator or learner perforator operator may retype copy which has been found unacceptable for Optical Character Recognition (OCR) reading;

(iii) a professional typographer or an employee employed in the art department of the establishment concerned may perform the functions set out in paragraph (C) (ah) above other than on a Video Display Terminal (VDT);

(iv) where an employer obtains the prior written approval of the Joint Board concerned he may permit a perforator operator or learner perforator operator to input copy (including tabular work), pre-marked by a journeyman compositor for the purpose of setting a solid page and tabular work with not more than two set type sizes, two "set" type faces, not exceeding 24 point on a set column width.

(D) (i) An employer may permit any employee in the advertising department of his establishment to operate such equipment for the purpose of inputting or recalling classified advertisements received telephonically and may permit such an employee to select pre-programmed formats by name which determine type faces, type sizes, column width, point sizes and to fit the following classified advertisement copy:

(aa) Solid classified advertisements: Provided that such advertisements do not exceed one type size with two "set" type faces;

(ab) classified semi-display advertisements: Provided that the advertisement is not more than two columns in width; contains type of a size not larger than 18 point; contains not more than two type sizes and not more than two "set" type faces; does not contain any illustration, border or logo; is not an auction or a display appointment advertisement and appears only on the classified advertisement pages of the product concerned;

(ac) classified or semi-display classified advertisements captured via remote data link or from branch offices remote from the main advertising department;

(ad) classified or semi-display classified advertisements being translated directly into the system: Provided that this can also be done by a translator in the employ of the establishment concerned.

An employer shall not establish typing pools for inputting purposes other than for those employees performing work referred to in this paragraph (D).

(ad) kopie wat regstreeks in die stelsel in vertaal word: Met dien verstande dat dit ook deur 'n vertaler in die diens van die betrokke inrigting gedoen kan word:

(ae) geformate opskrifte:

Met dien verstande dat—

(i) 'n werkgewer nie 'n tikpoel vir invoerdoeleindes mag skep nie;

(ii) die bepalings van hierdie paragraaf slegs van toepassing is ten opsigte van kopie nog nie aan 'n fotosetmasjien vrygestel nie; en

(iii) waar optiese karakterlesinguitrusting gebruik word, werknemers in hierdie paragraaf bedoel, slegs sodanige kopie mag korreger deur gebruik te maak van beskikbare weglatacodes of -simbole wat verskaf word, of deur dit met 'n pen te korreger terwyl dit nog in die tikmasjien is.

(C) 'n Werkgewer mag nie van 'n werknemer behalwe van 'n vakmansetter vereis of hom toelaat om—

(aa) kopie te lees en te korreger wat deur 'n fotosetmasjien verwerk is nie;

(ab) alle kopie te lees en te korreger voordat dit na optiese karakterlesinguitrusting geneem word vir aftasting nie;

(ac) formate te skep en te laai wat nodig is om hierdie funksies in die stelsel se geheue te verrig, die formate te wysig of ekstra formate te skep nie;

(ad) videovertoontermiaal-, optiese karakterlesing- en dergelike elektroniese origineeruitrusting te bedien nie behalwe dié in hierdie subklousule [(6) (z) (iii)] bedoel;

(ae) videovertoontermiaal-, optiese karakterlesing- en dergelike elektroniese origineeruitrusting te bedien nie behalwe dié in hierdie subklousule [(6) (z) (iii)] bedoel;

(af) sodanige uitrusting te bedien ten einde ander kopie as dié in hierdie subklousule [(6) (z) (iii)] bedoel in te voer of te herwin nie;

(ag) videovertoontermiaalmasjiene te bedien wat geïnstalleer moet word ten einde lêers te herwin op kopie in 'n fotosetmasjien in te voer nie;

(ah) manuskripte voor te berei of uitleg, ontwerp, lettergroottes en letterbeelde te kies nie;

(ai) sodanige uitrusting te bedien ten einde vanaf harde kopie, behalwe ruwe notas, in te voer nie, hetsy dit getik, met die hand geskryf, van buite af bygedra of intern geproduseer is:

Met dien verstande dat—

(i) 'n proefleser proewe in paragraaf (C) (aa) en (ab) hierbo bedoel, kan lees en korreger, en ook proewe op 'n videovertoontermiaal wat vir proefleesdoeleindes gebruik word, kan lees en korreger;

(ii) benewens 'n vakmansetter, 'n perforeermasjienbediener of leerling-perforeermasjienbediener kopie wat onaanvaarbaar is vir optiese karakterlesing kan oortik;

(iii) 'n professionele tipograaf of 'n werknemer wat in die kunsafdeling van die betrokke inrigting werksaam is die funksies in paragraaf (C) (ah) hierbo uiteengesit, behalwe dié op 'n videovertoontermiaal, kan verrig;

(iv) waar 'n werkgewer vooraf die skriftelike goedkeuring van die betrokke Gesamentlike Raad verkry het, hy 'n perforeermasjienbediener of leerling-perforeermasjienbediener kan toelaat om kopie (insluitende tabelleerwerk) wat vooraf deur 'n vakmansetter gemerk is, in te voer ten einde 'n soliede bladsy en tabelleerwerk te set met hoogstens twee set-lettergroottes en twee set-letterbeelde en wat hoogstens 24 punte setwyd per kolom is.

(D) (1) 'n Werkgewer kan 'n werknemer in die advertensieafdeling van sy inrigting toelaat om sodanige uitrusting te bedien ten einde geklassifiseerde advertensies wat telefonies ontvang word, in te voer of te herwin en kan so 'n werknemer toelaat om vooraf geprogrammeerde formate by naam te kies wat die letterbeelde, lettergroottes, kolombreedtes en puntgroottes bepaal en om die volgende geklassifiseerde advertensiekopie in te pas:

(aa) Geklassifiseerde soliede advertensies: Met dien verstande dat sodanige advertensies hoogstens een lettergrootte met twee set-letterbeelde bevat;

(ab) geklassifiseerde halfvertoonadvertensies: Met dien verstande dat die advertensie hoogstens twee kolomme wyd is; lettergroottes van hoogstens 18 punt bevat; hoogstens twee lettergroottes en hoogstens twee set-letterbeelde bevat; geen illustrasie, rand of logo bevat nie; nie 'n veiling- of 'n vertoonbetrekkingsadvertensie is nie en slegs op die geklassifiseerde advertensiebladsye van die betrokke produk verskyn;

(ac) geklassifiseerde of halfvertoon-geklassifiseerde advertensies wat bekom word via 'n verwyderde dataskakel of van takkantore af wat ver van die hoofadvertensie-afdeling geleë is;

(ad) geklassifiseerde of halfvertoon-geklassifiseerde advertensies wat regstreeks in die stelsel in vertaal word: Met dien verstande dat dit ook gedoen kan word deur 'n vertaler in diens van die betrokke inrigting.

'n Werkgewer mag nie tikpoel vir invoerdoeleindes skep nie behalwe vir dié werknemers wat die werk verrig wat in hierdie paragraaf (D) bedoel word.

Optical Character Recognition (OCR) machines may be operated by employees referred to in this paragraph for the purpose of inputting outside contributed hard copy in a form acceptable to such equipment, subject to the limitations set out in paragraph (D).

Notwithstanding the provisions of this paragraph (D), an employer shall not require or permit an employee, other than a journeyman compositor, to—

(i) input or prepare display advertisements, other than those referred to in paragraph (D) (ab);

(ii) create and load formats required for performing these functions in the memory of the system, change the formats or create additional formats;

(iii) operate such equipment for the purpose of manipulating text and spacing copy for the purpose of advertisement make-up (pagination), formatting on screen or for the purpose of handling composition programmes;

(iv) operate such equipment for the purpose of inputting from hard copy, whether typewritten, handwritten, outside contributed or internally produced;

(v) operate Video Display Terminals (VDT's) which must be installed for the purpose of recalling files for inputting advertisement copy into a photo-typesetter;

(vi) read and correct display advertisements at a display advertisement copy desk, which must be installed, check formats or perform any similar function before display advertisements are hyphenated and justified: Provided that solid classified advertisements and classified semi-display advertisements referred to in paragraph (D) need not be referred to this copy desk.

(iv) In relation to the operation of machines of a class referred to in subparagraphs (i) and (iii), whether in the establishment where the machine is installed or elsewhere, the provisions of section 25 (6) (u) and 14 (h) of this Agreement shall be deemed to be suspended.

(v) An employer shall not terminate the employment of any employee who is a Grade I member of the trade union who has had five years' or more continuous service with that employer because of the introduction of equipment of the class referred to in subparagraphs (i) and (iii), but the provisions of subparagraph (vi) hereof shall apply in respect of employees of this class.

(vi) A journeyman of the class referred to in subparagraph (v) who is under the age of 45 may be given and shall be required to accept, if offered, retraining in any designated trade in the Industry without loss of earnings or, by mutual consent, in any other trade or occupation available.

A journeyman of the class referred to in subparagraph (v) who is 45 years of age or more may be given and shall be required to accept, if offered, retraining in a trade which falls within the same section, as set out in section 25 (23) (b) of this Agreement, as the trade in which he qualified, without loss of earnings or, by mutual consent, in any other trade or occupation available.

(7) (a) In addition to journeyman proofreaders and compositors, an employee, other than a journeyman, may occupy the position of proofreader, provided he has been registered by the Standing Committee for this purpose and is paid at not less than the following weekly rates for the area concerned:

(i) First three months' experience: 60 per cent of Scale 1, Table 1.

Second three months' experience: 70 per cent of Scale 1, Table 1.

Third three months' experience: 80 per cent of Scale 1, Table 1.

Fourth three months' experience: 90 per cent of Scale 1, Table 1.

(ii) Thereafter, Scale 1, Table 1.

The interchangeability provisions contained in subsection (23) of this section are not applicable in respect of employees of this class. No other employee shall do, or be required or permitted to do, such work. In establishments where no permanent proofreader is employed, an employer shall not permit proofs to be read by any employee other than a journeyman compositor or the person in charge of the establishment or department, and no other employee may so read proofs.

(b) An employer shall ensure that only employees paid at not less than the rates prescribed in Table 10, are employed on regular copy holding.

(8) An employer shall not permit any person, other than a journeyman, stereotyper or an apprentice, to the trade of stereotyping to prepare flongs, make matrices, cast or trim plates, or operate planing or routing machines, and no employee not so qualified may do such work. An employer shall not permit any person, other than a journeyman stereotyper, compositor or machine minder, to do mounting of plates and stereos and no employee not so qualified may do such work: Provided, however, that a process mounter may be employed upon the routing, bevelling, trimming and/or mounting of single flat stereos. A general assistant paid at not less than the rates specified in Table 10 may be employed on the making up of plating baths: Provided that when employed on this work such general assistant shall work under the supervision of a journeyman.

Optiese karakterlesingsmasjiene kan bedien word deur werknemers in hierdie paragraaf bedoel ten einde harde kopie wat van buite af bygedra word, in te voer in 'n vorm wat vir sodanige uitrusting aanvaarbaar is, behoudens die beperkings in paragraaf (D) uiteengesit.

Ondanks hierdie paragraaf (D), mag 'n werkgewer nie van 'n werknemer, uitgesonderd 'n vakmansetter, vereis of hom toelaat om—

(i) vertoonadvertensies in te voer of voor te berei nie, behalwe dié in paragraaf (D) (ab) bedoel;

(ii) formate te skep en te laai wat nodig is om hierdie funksies in die stelsel se geheue te verrig, die formate te wysig of om ekstra formate te skep nie;

(iii) dié uitrusting te bedien ten einde teks te manipuleer en kopie te spaseer in verband met die opmaak van advertensies (paginerig), die maak van formate op die skerm of in verband met die hantering van saamgestelde programme nie;

(iv) dié uitrusting te bedien ten einde vanaf harde kopie in te voer nie, hetsy dit getik, met die hand geskryf, van buite af bygedra of intern geproduseer is;

(v) videovertoonterminaalmasjiene te bedien wat geïnstalleer moet word ten einde lêers te herwin om advertensiekopie in 'n fotosetmasjien in te voer nie;

(vi) vertoonadvertensies te lees en te korreger by 'n vertoonadvertensiekopie, wat geïnstalleer moet word, formate na te gaan, of om enige sodanige werk te verrig voordat sodanige vertoonadvertensies gekoppel en gejusteerd word nie: Met dien verstande dat geklassifiseerde soliede advertensies en geklassifiseerde halfvertoonadvertensies in paragraaf (D) bedoel nie na hierdie kopieë verwys hoef te word nie.

(iv) Die bepalinge van klousule 25 (6) (u) en 14 (h) van hierdie Ooreenkoms word, ten opsigte van die bediening van masjiene van die klas in subparagraaf (i) en (iii) bedoel, hetsy in die inrigting waar die masjien geïnstalleer is of elders, geag opgeskort te wees.

(v) 'n Werknemer mag nie weens die installering van uitrusting van die klas in subparagraaf (i) en (iii) bedoel, die diens van 'n werknemer wat 'n Graad I-lid van die vakvereniging is en wat vyf jaar of langer ononderbroke diens by dié werkgewer gehad het, beëindig nie, maar subparagraaf (vi) hiervan is van toepassing op werknemers van hierdie klas.

(vi) 'n Vakman van die klas in subparagraaf (v) bedoel, wat hoogstens 45 jaar oud is, kan heropleiding in 'n aangewese ambag in die Nywerheid gegee word, en moet dit ondergaan indien dit aangebied word, sonder verlies van verdienste of, met wedersydse toestemming, in 'n ander beskikbare ambag of beroep.

'n Vakman van die klas in subparagraaf (v) bedoel wat 45 jaar of ouer is, kan heropleiding gegee word in 'n ambag wat binne dieselfde seksie val as die ambag waarin hy gekwalifiseer het, soos uiteengesit in klousule 25 (23) (b) van hierdie Ooreenkoms, en moet dit ondergaan indien dit aangebied word, sonder verlies van verdienste of, met wedersydse toestemming, in 'n ander beskikbare ambag of beroep.

(7) (a) Benewens vakman-proeflesers en lettersetters kan 'n ander werknemer as 'n vakman die pos van proefleser beklee, mits hy vir hierdie doel deur die Vaste Komitee geregistreer is en minstens die volgende weeklikse tariewe vir die betrokke gebied betaal word:

(i) Eerste drie maande ondervinding: 60 persent van Skaal I, Tabel 1.

Tweede drie maande ondervinding: 70 persent van Skaal I, Tabel 1.

Derde drie maande ondervinding: 80 persent van Skaal I, Tabel 1.

Vierde drie maande ondervinding: 90 persent van Skaal I, Tabel 1.

(ii) Daarna, Skaal I, Tabel 1.

Die uitruilbaarheidsbepalinge in subklousule (23) van hierdie klousule is nie op werknemers van hierdie klas van toepassing nie. Geen ander werknemer mag sulke werk verrig of mag verplig of toegelaat word om sulke werk te verrig nie. In inrigtings waar geen permanente proefleser in diens is nie, mag 'n werkgewer nie toelaat dat proewe deur 'n ander werknemer as 'n vakmanlettersetter of die persoon in beheer van die inrigting of afdeling gelees word nie en geen ander werknemer mag aldus proewe lees nie.

(b) 'n Werkgewer moet sorg dat slegs werknemers wat betaal word teen minstens die tariewe in Tabel 10 voorgeskryf, as gereelde kopiehouers in diens is.

(8) 'n Werkgewer mag niemand anders as 'n vakmanstereotipeur of 'n vakleierling in die bedryf stereotipie toelaat om flons voor te berei en matryse te maak, plate te giet of af te werk, of om skaaf- of uitholmasjiene te bedien nie, en geen werknemer wat nie aldus gekwalifiseer is, mag dié werk verrig nie. 'n Werkgewer mag geen ander persoon as 'n vakmanstereotipeur, -setter of -masjienbediener toelaat om plate en stereo's te monter nie en geen werknemer wat nie aldus gekwalifiseer is, mag dié werk verrig nie: Met dien verstande egter dat 'n chemiemonteerder in diens kan wees vir die uithol, afskuinsing, afwerk en/of die montering van plat enkelstereo's. 'n Algemene assistent, betaal teen minstens die tariewe gespesifiseer in Tabel 10, mag in diens wees vir die voorbereiding van platebakke: Met dien verstande dat wanneer hulle dié werk verrig, sulke algemene assistente onder toesig van 'n vakman moet werk.

(9) (a) For the purposes of this subsection—

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

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

“letterpress printing machine” does not include such a machine while it is being utilised for the production of fruit wrappers, whether plain or printed;

“machine minder” means a journeyman letterpress machine minder, or where the work being done is in connection with carton manufacture, a journeyman carton maker or when such employee is employed in the areas referred to in paragraph (b) (ii) of Government Notice R. 2119 of 15 November 1968, a journeyman in the trade of composing (including machine minding) or machine minding (including composing);

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

(b) Subject to the proviso contained in paragraph (d) (iii) (B) hereof, an employer shall not permit any person, other than a machine minder or an apprentice, to make ready, regulate the supply of ink, change gauges, alter the impression or make any other adjustment to the mechanism of any letterpress printing machine: Provided, however, that the operations mentioned may be performed by a platen pressman or a learner platen pressman when the machine concerned is a platen machine or a cylinder machine capable of printing on a sheet not larger than 381 mm by 508 mm. No other employee shall perform such work.

(c) Subject to the proviso contained in paragraph (d) (iii) (B) hereof, an employer shall not permit any cylinder machine capable of printing on a sheet larger than 381 mm by 508 mm to be operated except under the supervision of a machine minder or an apprentice and shall similarly not permit any platen machine or cylinder machine capable of printing on a sheet not larger than 381 mm by 508 mm to be operated except under the supervision of a machine minder, apprentice, platen pressman or learner platen pressman.

(d) (i) An employer shall not permit a machine minder, apprentice, platen pressman or learner platen pressman to supervise or operate more than four platen machines or three cylinder machines capable of printing on a sheet not larger than 381 mm by 508 mm.

(ii) Where a platen pressman or a learner platen pressman supervises or operates a machine which is capable of printing on a sheet larger than 254 mm by 381 mm, he shall be paid at a rate of not less than 10 per cent more than the rate of wages prescribed in Table 6 or Table 7 of this Agreement. No employee shall be required to supervise or operate more than three such machines at any one time.

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

(A) three cylinder machines capable of printing on a sheet not larger than 381 mm by 508 mm; or

(B) two cylinder machines capable of printing on a sheet larger than 381 mm by 508 mm but not larger than 635 mm by 1 016 mm; or

(C) one cylinder machine capable of printing on a sheet larger than 635 mm by 1 016 mm.

(iv) Printers' attendants or trainee printers' attendants may each supervise or operate one of any cylinder machine capable of printing on a sheet not larger than 508 mm by 635 mm: Provided that one such machine, or larger machine, is operated by a journeyman letterpress machine minder.

(v) No employee shall so supervise or operate a machine or machines in excess of the number referred to in this subsection.

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

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

(ii) make minor alterations in the forme, which necessitates the changing—but not the setting—of a single solid line, words or letters, such as changing of the words “Original”, “Duplicate” and “Triplicate” or the letters “A”, “B” or “C” in the case of numbering, but he may not alter in any way the original make-up of the text matter; and

(iii) move leads for adjustment for registration purposes only, but not in the text matter:

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

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

“vakleerling” ’n vakleerling in die bedryf hoogdrukmasjiënbediening, setwerk (met inbegrip van masjiënbediening) of masjiënbediening (met inbegrip van setwerk) of as die werk gedoen word in verband met kartonhouervervaardiging, ’n vakleerling in die bedryf kartonhouervervaardiging;

“silindermasjiën” ’n hoogdrukmasjiën waarin die papier of ander materiaal wat bedruk moet word, deur ’n draaiende silinder gevoer word teen ’n plat drukvlak waarvan die afdruk geneem word;

“hoogdrukpers” nie ook so ’n masjiën nie terwyl dit gebruik word vir die produksie van vrugtetoeëdraaipapper, hetsy onbedruk of bedruk;

“masjiënbediener” ’n vakman-hoogdrukmasjiënbediener of, waar die werk gedoen word in verband met kartonhouervervaardiging, ’n vakman-kartonhouermaker of, as sodanige werknemer in diens is in die gebiede bedoel in paragraaf (b) (ii) van Goewernementskennisgewing R. 2119, gedateer 15 November 1968, ’n vakman in die bedryf setwerk (met inbegrip van masjiënbediening) of masjiënbediening (met inbegrip van setwerk);

“degelpers” ’n hoogdrukmasjiën waarin die papier of ander materiaal wat bedruk moet word, plat gevoer word teen ’n plat drukvlak waarvan die afdruk geneem word.

(b) Behoudens paragraaf (d) (iii) (B) hiervan mag ’n werkgewer niemand anders as ’n masjiënbediener of ’n vakleerling toelaat om toe te stel, die inktvoer te reguleer, peilers om te ruil, die drukking te verander of ’n ander verstelling van die meganisme van ’n hoogdrukpers te doen nie: Met dien verstande egter dat genoemde werksaamhede deur ’n degelpersdrukker of leerling-degelpersdrukker gedoen mag word as die betrokke masjiën ’n degelpers is of ’n silindermasjiën wat in staat is om ’n vel van hoogstens 381 mm by 508 mm te bedruk. Geen ander werknemer mag dié werk verrig nie.

(c) Behoudens paragraaf (d) (iii) (B) hiervan, mag ’n werkgewer nie toelaat dat ’n silindermasjiën wat in staat is om ’n vel groter as 381 mm by 508 mm te bedruk, bedien word nie, uitgesonderd onder toesig van ’n masjiënbediener of ’n vakleerling; so ook mag hy nie toelaat dat ’n degelpers of silindermasjiën wat in staat is om ’n vel van hoogstens 381 mm by 508 mm te bedruk, bedien word nie, uitgesonderd onder toesig van ’n masjiënbediener, vakleerling, degelpersdrukker of leerling-degelpersdrukker.

(d) (i) ’n Werkgewer mag nie ’n masjiënbediener, vakleerling, degelpersdrukker of leerling-degelpersdrukker toelaat om toesig te hou oor meer as vier degelpers of drie silindermasjiëne wat in staat is om ’n vel van hoogstens 381 mm by 508 mm te bedruk, of om die masjiëne te bedien nie.

(ii) Waar ’n degelpersdrukker of ’n leerling-degelpersdrukker toesig hou oor of ’n masjiën bedien wat in staat is om ’n vel groter as 254 mm by 381 mm te bedruk, moet hy betaal word teen ’n tarief wat minstens 10 persent meer is as die loontarief voorgeskryf in Tabel 6 of Tabel 7 van hierdie Ooreenkoms. Van geen werknemer mag vereis word om terselfdertyd toesig te hou oor meer as drie sulke masjiëne of hulle te bedien nie.

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

(A) Drie silindermasjiëne wat in staat is om ’n vel van hoogstens 381 mm by 508 mm te bedruk; of

(B) twee silindermasjiëne wat in staat is om ’n vel groter as 381 mm by 508 mm maar hoogstens 635 mm by 1 016 mm te bedruk; of

(C) een silindermasjiën wat in staat is om ’n vel groter as 635 mm by 1 016 mm te bedruk.

(iv) Drukkers hulpe of leerling-drukkers hulpe kan elk toesig hou oor een silindermasjiën wat in staat is om ’n vel van hoogstens 508 mm by 635 mm te druk: Met dien verstande dat een sodanige masjiën of groter masjiën bedien word deur ’n vakman-hoogdrukmasjiënbediener.

(v) Geen werknemer mag aldus toesig hou oor meer masjiëne as die getal in hierdie subklousule bedoel, of hulle bedien nie.

(e) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan ’n masjiënbediener—

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

(ii) klein veranderings in die vorm aanbring wat die verandering—maar nie die set nie—van ’n enkele soliede lyn, woorde of letters meebring, soos die verandering van die woorde “Oorspronklik”, “Duplikaat” en “Triplikaat” of die letters “A”, “B” of “C” in die geval van nommerwerk, maar hy mag op generlei wyse die oorspronklike opmaakwerk van die tekswerk verander nie; en

(iii) loodjies slegs vir justering vir registreerdoeleindes verskuif, maar nie in die tekswerk nie:

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

(f) Similarly and subject to all the conditions contained in paragraph (e) hereof, a printers' attendant, trainee printers' attendant platen pressman or learner platen pressman may, in respect of formes to be used on a machine he is permitted to operate, do all the work a machine minder is permitted to do in terms of that paragraph. A platen pressman or learner platen pressman may also replace broken or worn cutting and/or creasing rules: Provided that rules may only be cut or bent by a journeyman carton maker.

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

Where employee has had less than one year's experience on such work: Rate for the area concerned referred to in Table 10 of this Agreement for fourth six months' experience;

where employee has had one year's experience or more on such work: Highest rate for the area concerned referred to in Table 10 of this Agreement.

(h) (i) General assistants may operate Halley perforating and numbering machines when used to perforate and/or to number only.

(ii) When, in addition to perforating and/or numbering, Halley perforating and numbering machines are used to print, the conditions set out in this subsection concerning the operation of letterpress printing machines shall apply: Provided, however, that the Standing Committee shall on request grant exemption to enable employees, other than machine minders, apprentices or platen pressmen, to operate such machines at a wage of not less than Scale 1 of Table 1 where the machine is capable of printing on a sheet larger than 381 mm by 508 mm or Table 6 where the machine is capable of printing on a sheet not larger than 381 mm by 508 mm. The provisions of paragraph (d) (iii) of this subsection are applicable when Halley perforating and numbering machines are operated in terms of this subparagraph (ii).

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

(i) Turned-in work, including cases, membership cards and season tickets;

(ii) edge colouring, gilding, or marbling (trough and transfer);

(iii) finishing, blocking (gold, foil or blind), including laying-on: Provided that in the case of repetitive gold blocking in quantities of not less than 500 of the same job, while the setting up of the machine must be done by a journeyman bookbinder, the feeding of the machine may be done by an employee paid at not less than the minimum rate prescribed in Table 9;

(iv) cutting, making end-papers, indexing and map mounting: Provided, however, that rotary cutting or slitting machines, when used in connection with bookbinding, may be supervised and operated by general assistants paid at the highest rate of wages for the area concerned referred to in Table 10 of this Agreement. The adjustment and setting of such machines shall be done by a journeyman;

(v) turned-in binding of loose leaf covers;

(vi) the operation and supervision of case-making, rounding and backing, pad-cutting and casing in machines;

(vii) the supervision and adjustment of Sheridan and similar collating machines: Provided, however, that the supervision and adjustment of such machines may also be done by a printers' mechanic or an apprentice to that trade;

(viii) the making of electrodes for use on high-frequency plastic welding machines for all forms of binding or manufacture of all types of book covers and items of stationery, placing electrodes into, or making any other adjustment to such machines: Provided, however, that such work may also be done by a printers' mechanic.

(b) The following provisions shall apply in connection with stationery binding of items to be placed in stock for resale, work for educational institutions, or orders for a quantity of not less than 100:

Quarter binders may be permitted to do all work (with the exception of cutting, blocking, leather labelling and marbling) in connection with flush and/or turned-in quarter and half-bound work up to and including 10 quires demy folio: Provided that the order is for not less than one dozen books (identical in every detail) for stock: Provided further that—

(A) one journeyman bookbinder is employed on some operation connected with the particular job for each three or part of three quarter binders employed on the job. In computing the ratio of journeymen, rulers, cutters and apprentices shall not be included; and

(B) there shall be no displacement of journeymen as a result of the operation of this paragraph.

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

(i) general assistants may be employed on all necessary blind embossing on blocking presses and may also affix gold blocked leather or plastic tabs for loose-leaf work;

(f) Insgelyks en behoudens al die voorwaardes vervat in paragraaf (e) hiervan, kan 'n drukkershulp, leerling-drukpershulp, degelpersdrukker of 'n leerling-degelpersdrukker ten opsigte van vorms wat gebruik gaan word op 'n masjien wat hy toegelaat word om te bedien, al die werk wat 'n masjienbediener kragtens daardie paragraaf toegelaat word om te doen. 'n Degelpersdrukker of leerling-degelpersdrukker kan ook gebreekte of verslete sny- en/of keepstawe vervang: Met dien verstande dat stawe slegs deur 'n vakman-kartonhouervervaardiger gesny of gebuig mag word.

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

As werknemer minder as een jaar ondervinding van sulke werk het: Tarief vir die betrokke gebied in Tabel 10 van hierdie Ooreenkoms bedoel vir vierde ses maande ondervinding;

as werknemer een jaar of meer ondervinding van sulke werk het: Hoogste tarief vir die betrokke gebied in Tabel 10 van hierdie Ooreenkoms bedoel.

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

(ii) Wanneer Halley-perforeer- en -nommermasjiene gebruik word om mee te druk, bo en behalwe om te perforeer en/of te nommer, is die voorwaardes in hierdie subklousule betreffende die bediening van hoog-drukmasjiene van toepassing: Met dien verstande egter dat die Vaste Komitee op versoek vrystelling moet verleen om werknemers, uitgesonderd masjienbedieners, vakleerlinge of degelpersdrukkers, toe te laat om sulke masjiene te bedien teen 'n loon van minstens dié van Skaal 1 van Tabel 1 waar die masjiene in staat is om op 'n groter vel as 381 mm by 508 mm te druk, of Tabel 6 waar die masjiene op 'n vel van hoogstens 381 mm by 508 mm te druk. Paragraaf (d) (iii) van hierdie subklousule is van toepassing wanneer Halley-perforeer- en -nommermasjiene kragtens hierdie subparagraaf (ii) bedien word.

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

(i) Ingevoerde werk, met inbegrip van bande, lidmaatskapkaartjies en seisoenkaartjies;

(ii) randkleurwerk, vergulding, of marmerwerk (trog- en oordrukwerk);

(iii) afwerking, blokwerk (goud, foelie of blind), met inbegrip van inlegwerk: Met dien verstande egter dat, in die geval van herhalende goudblokwerk in hoeveelhede van minstens 500 vir dieselfde taak, waar die opstel van die masjiene deur 'n vakman-boekbinder gedoen moet word, die masjiene gevoer kan word deur 'n werknemer wat teen minstens die minimum tarief in Tabel 9 voorgeskryf, betaal word;

(iv) sny, skutblaai maak, indeksing, landkaarte monteer: Met dien verstande egter dat as rolsny- of splitsmasjiene gebruik word in verband met boekbindwerk, toesig oor hulle gehou en met hulle gewerk kan word deur algemene assistente wat betaal word teen die hoogste loontariewe vir die betrokke gebied in Tabel 10 van hierdie Ooreenkoms bedoel. 'n Vakman moet hierdie masjiene verstel en stel;

(v) ingevoerde bindwerk by losbladbande;

(vi) bediening van en toesig oor masjiene wat boekbande maak, rugge rondmaak en rugge maak, blokke sny en boekbande omsit;

(vii) toesig oor en verstel van Sheridan- en dergelike versamelmassjiene: Met dien verstande egter dat 'n drukkerswerktuigkundige of 'n vakleerling in daardie bedryf ook sulke masjiene kan stel en toesig oor hulle kan hou;

(viii) die maak van elektrodes vir gebruik op hoëfrekwensieplastiekseweismasjiene vir alle soort bindwerk of vervaardiging van alle tipes boekomslae en skryfbehoeftes, elektrodes in sodanige masjiene plaas of verstellings aan sodanige masjiene doen: Met dien verstande egter dat die werk ook deur 'n drukkerswerktuigkundige gedoen mag word.

(b) Onderstaande bepalings is van toepassing in verband met die bind van skryfbehoeftes wat in voorraad geplaas moet word vir herverkoping, werk vir onderwysinrigtings, of bestellings vir 'n hoeveelheid van minstens 100:

Kwartobinders kan toegelaat word om alle werk (met uitsondering van sny- en blokwerk, leeretikette aansit en marmerwerk) te doen in verband met vlak- en/of ingevoerde kwarto- of halfgebinde werk tot en met 10 boeke demi-folio-formaat: Met dien verstande dat die bestelling vir minstens een dosyn boeke (identies in elke opsig) vir voorraad is; verder met dien verstande—

(A) dat een vakman-boekbinder in diens moet wees vir een of ander werk in verband met die besondere taak vir elke drie of gedeelte van drie kwartobinders in diens op die taak. By die berekening van die getalsverhouding van vakmanne moet linieerders, snyers en vakleerlinge nie ingesluit word nie; en

(B) dat daar geen verplasing van vakmanne mag wees as gevolg van die toepassing van hierdie paragraaf nie.

(c) Paragraaf (b) hiervan is van toepassing ten opsigte van die vervaardiging van losbladbinders en dergelike uitrusting, en daarbenewens mag—

(i) algemene assistente in diens wees vir alle nodige blindembosseerwerk by blokperse en mag hulle ook goudgeblokte leer of plastiekstiffies vir losbladwerk vasheg;

(ii) factory aids paid at not less than the rates referred to in section 47 (1) (a) of this Agreement may be employed on the following operations:

- Prepare and assemble loose-leaf mechanisms;
- rivet mechanism of peg board assembly to board and transfer;
- cut thongs to length and, if necessary, pierce or punch;
- fit thong washers and, if necessary, close;
- eyelet each end of thong;
- insert thongs into crossbar and rivet;
- planish ends of crossbar;
- thread thongs through inside plates, fit thong anchor brackets and rivet up;
- rivet guide bar, tee piece to bar edge strip, rivet guide bar bracket to inside plate;
- assemble mechanism to covers, and screw down;
- clean and polish covers;
- label;
- fit end sheets;
- fit bars;
- fix compensating pads of divider assembly;
- cut two corners, fit thong end and close;
- insert thongs in binderbars;
- assemble binder covers and insert wire;
- round corner cover boards and pierce fore edges;
- rivet corner pieces of cover;
- pierce cover and fix eyelets;
- load inserts into transparent holders;
- rivet edge strips to front of skeleton binder and back covers;
- drill rivet holes in front cover, assemble mechanism to front cover and rivet complete;
- chamfer edges (drum sander) and band sand;
- cut wooden packing piece to size and plane;
- sand case boards;
- cut wooden case side to size (saw);
- mill recess at each end;
- round corner one end;
- chamfer opposite corner and mill tongue each end;
- rivet thongs to cross bar;
- grease screw bearing;
- assemble mechanism edge strips to thongs and rivet thong anchor brackets;
- assemble and glue case sides to inside and outside boards;
- route top and bottom edges and sand top and bottom edges;
- assemble mechanism to cases, assemble fore-edge strips, drill and rivet edge strips to case and sand fore-edge.

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

(i) in the case of books, the order is for a quantity of not less than 100;

(ii) one journeyman bookbinder is employed on some operation connected with the particular job for each three or part of three quarter binders employed on the job. In computing the ratio, rulers, cutters and apprentices shall not be included;

(iii) there shall be no displacement of journeymen as the result of the operation of this paragraph.

(e) Drawn-on cover cut-flush work may be performed by a quarter binder assisted by two general assistants: Provided that such quarter binder is paid at not less than the highest rate referred to in Table 9 of this Agreement for day work or night work, as the case may be.

(f) Quarter-bound flush work, not turned-in, may be performed by general assistants: Provided that an employer shall pay at least one in five of the assistants so employed the wages prescribed in Table 10 of this Agreement for an employee after two years' experience.

(g) (i) High-frequency plastic welding machines may be operated under the supervision of a journeyman or apprentice bookbinder, by plastic binder assistants paid at not less than the rates prescribed for the area concerned in Table 23 of this Agreement.

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

(ii) fabriekshelpers wat betaal word teen minstens die tariewe in klousule 47 (1) (a) van hierdie Ooreenkoms bedoel vir ondergenoemde werksaamhede in diens geneem word:

- Losbladmechanisme voorberei en inmekaar sit;
- mechanisme van penbordsamestel aan bord vassit met klinknaels en oordrastuk;
- toutjies na lengte sny en, indien nodig, gaatjies daarin steek of pons;
- touwasters aansit en, indien nodig, sluit;
- ogie in albei ente van toutjies aansit;
- toutjies in dwarsbalkie insteek en vasklink;
- ente van dwarsbalkie planeer;
- toutjies deur binneplaatjies steek, tou-ankerklampies aansit en vasklink;
- leistaaf vasklink, T-stuk aan staafkantstrook vasklink;
- leistaafklampie aan binneplaatjie vasklink;
- mechanisme aan bande monteer en vasskroef;
- bande skoonmaak en poleer;
- etikette aansit;
- skutblaai aansit;
- stafies aansit;
- kompanseerblokkies van delersamestel vassit;
- twee hoeke sny, tou-ent vassit en sluit;
- toutjies in binderstawe steek;
- binderbande monteer en draad insteek;
- hoeke van bande rondmaak en gaatjies deur voorkant steek;
- hoekstukke van band vasklink;
- gaatjies deur band steek en ogies insit;
- insetsels in deursigtige houers plaas;
- kantstrookies aan voorkant van skeletbinder en rugbande vasklink;
- klinknaelgaatjies in voorband boor, mechanisme aan voorband monteer en die geheel vasklink;
- rande (rolskuurder) afkant en band skuur;
- houtpakstuk na grootte saag en skaaf;
- bandborde skuur;
- houtbandkante na grootte saag;
- nis aan albei ente instamp;
- hoek van een ent rondmaak;
- oorkantse hoek afkant en tong aan elke ent instamp;
- toutjies aan dwarsbalk vasklink;
- skroeflaer smeer;
- mechanisme se kantstrookies aan toutjies monteer en tou-ankerklampe vasklink;
- bandkante aan binne- en buiteborde monteer en vaslym;
- bo- en onderkante verdiep en bo- en onderkante skuur;
- mechanisme aan bande monteer, voorkantstrookies monteer, kantstrookies aan band boor en vasklink en voorkant skuur.

(d) Kwartobinders moet toegelaat word om alle werk (uitgesonderd sny-, goudblok-, gereedskap-, marmer- en handindekswerk) in verband met ingevoude werk, met inbegrip van boeke, almanakke en vertoonkaarte, ingevou of andersins, en hoëdruk-linnebande (met inbegrip van lidmaatskap- en seisoenkaartjies) te verrig: Met dien verstande dat—

(i) in die geval van boeke, die bestelling vir minstens 100 is;

(ii) een vakman-boekbinder in diens is in verband met een of ander werksaamheid by die besondere taak vir elke drie of gedeelte van drie kwartobinders wat vir die taak in diens is. By die berekening van die getalsverhouding word lineierders, snyers en vakleerlinge nie bygereken nie;

(iii) daar geen verplasing van vakmanne as gevolg van die toepassing van hierdie paragraaf mag plaasvind nie.

(e) Gelykgesnyde rugplakomslagwerk mag gedoen word deur 'n kwartobinder met die hulp van twee algemene assistente: Met dien verstande dat so 'n kwartobinder betaal moet word teen minstens die hoogste tarief in Tabel 9 van hierdie Ooreenkoms bedoel vir dag- of nagwerk, na gelang van die geval.

(f) Kwartgebinde gelykgesnyde werk, nie ingevou nie, kan gedoen word deur algemene assistente: Met dien verstande dat 'n werkgewer minstens een uit vyf van die assistente, aldus in diens, die loon moet betaal wat in Tabel 10 van hierdie Ooreenkoms voorgeskryf word vir 'n werknemer ná twee jaar ondervinding.

(g) (i) Hoëfeksensieplastieksweismasjiene mag bedien word, onder toesig van 'n vakman of vakleerling-boekbinder, deur plastiekbinderassistente wat betaal word teen minstens die tariewe wat vir die betrokke gebied in Tabel 23 van die Ooreenkoms voorgeskryf word.

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

(h) A printers' attendant or trainee printers' attendant may be employed on turned-in work for separate hinged covers, without built-in binding mechanisms, or show cards, when done by hand.

(i) Sprinkling and/or sprinkle spraying may be done by a general assistant. This does not include solid edge colouring.

(11) (a) For the purposes of this subsection—

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

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

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

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

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

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

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

(i) one ruling machine on which a striker is in operation;

(ii) one pen-ruling machine;

(iii) two one-way one- or two-side ruling machines, other than pen ruling machines, when such machines are being used on run-through work; or

(iv) one two-way one- or two-side ruling machine.

Provided, however, that if the work involved is run-through work, the Standing Committee may grant an exemption to authorise the journeyman or apprentice concerned to supervise or operate one additional one-way ruling machine if the machines in question are not pen-ruling machines.

(e) No employee shall supervise or operate a machine or machines in excess of the number referred to in paragraph (d) of this subsection.

(f) Notwithstanding the provisions hereof, a printers' attendant or trainee printers' attendant may do the setting of and operate all run-through ruling equipment capable of producing only run-through work as well as any attached perforating unit.

(12) In addition to journeyman cutters, bookbinders or rulers or apprentices to such trades, an employee, other than a journeyman, may operate a power-operated guillotine, provided he has been registered by the Standing Committee for this purpose and is paid at not less than the following weekly rates for the area concerned:

(i) First three months' experience: 60 per cent of Scale 1, Table 1.

Second three months' experience: 70 per cent of Scale 1, Table 1.

Third three months' experience: 80 per cent of Scale 1, Table 1.

Fourth three months' experience: 90 per cent of Scale 1, Table 1.

(ii) Thereafter Scale 1, Table 1.

The interchangeability provisions contained in subsection (23) of this section are not applicable in respect of employees of this class. No other employee shall do, or be required or permitted to do, such work.

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

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

(i) seven plunger type envelope machines; or

(ii) five rotary type envelope machines.

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

(h) 'n Drukkershulp of leerling-drukkershulp kan in diens wees vir ingevoude werk vir afsonderlike skanieromslae sonder ingeboude bindmeganismes, of vertoonkaarte, wanneer dit met die hand gedoen word.

(i) Sprinkeling en/of besprinkelde spuitwerk kan deur 'n algemene assistent gedoen word. Dit sluit egter nie soliede randkleurwerk in nie.

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

"eenweg-linieermasjien" 'n masjien wat lyne slegs in een rigting lineer;

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

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

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

(b) 'n Werkgewer mag niemand anders as 'n vakmanlinieerder of 'n vakleerling in die bedryf lineerwerk toelaat om op 'n lineermasjien toe te stel, die inktvoer te reguleer of ander verstellings van die meganisme te doen nie. Geen ander werknemer mag dié werk doen nie.

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

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

(i) Een lineermasjien met 'n ligter daarop;

(ii) een penlineermasjien;

(iii) twee eenweg-, een- of tweekant-linieermasjiene, uitgesonderd penlineermasjiene, wanneer dié masjiene gebruik word op deurloopwerk; of

(iv) een tweeweg-, een- of tweekant-linieermasjien:

Met dien verstande egter dat as die betrokke werk deurloopwerk is, die Vaste Komitee vrystelling kan verleen aan die betrokke vakman of vakleerling om toesig te hou oor of te werk met een bykomende eenweg-linieermasjien as die betrokke masjiene nie penlineermasjiene is nie.

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

(f) Ondanks die bepalings hiervan, kan 'n drukkershulp of 'n leerling-drukkershulp stelwerk op alle deurlooplineertoestelle wat slegs deurloopwerk kan produseer, asook op 'n aangehegte perforeereenheid, doen en sodanige toestel bedien.

(12) Benewens vakman-snyers, -boekbinders of -linieerders of vakleerlinge in sodanige ambagte, kan 'n werknemer wat nie 'n vakman is nie, 'n kragstmasjien bedien: Met dien verstande dat hy vir hierdie doel deur die Vaste Komitee geregistreer is en teen minstens die volgende weeklikse tariewe vir die betrokke gebied betaal word:

(i) Eerste drie maande ondervinding: 60 persent van Skaal 1, Tabel 1.

Tweede drie maande ondervinding: 70 persent van Skaal 1, Tabel 1.

Derde drie maande ondervinding: 80 persent van Skaal 1, Tabel 1.

Vierde drie maande ondervinding: 90 persent van Skaal 1, Tabel 1.

(ii) Daarna, Skaal 1, Tabel 1.

Die uitruikebepalings wat in subklousule (23) van hierdie klousule vervat word, is nie op werknemers van hierdie klas van toepassing nie. Geen ander werknemer mag sodanige werk verrig nie, en daar mag nie van hom vereis word en hy mag nie toegelaat word om sodanige werk te verrig nie.

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

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

(i) Sewe plunjertipe-koevertmasjiene; of

(ii) vyf rolltipe-koevertmasjiene.

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

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

(e) General assistants may make manual adjustments to perforating, drilling, punching and sewing machines and manual feeding adjustments on single blade section folders, creasing, bending, wire stitching machines and similar ancillary equipment.

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

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

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

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

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

(ii) "Photo-lithography" means the making of line and half-tone negatives and positives for printing-down on litho-plates. This process includes colour separation in continuous tone, half-tone and line, whichever method is required; the operating of step and repeat machines for making multiple negatives and positives as well as stepping up on litho machine plates, either manually or mechanically; coating, developing and etching of original and machine litho-plates; the putting down of offset stains by photo-litho methods; and also includes photo-litho retouching, namely colour correcting on continuous tone negatives and/or positives and colour correcting by means of dot etching on screen negatives and/or positives and all retouching of a skilled nature. All such work shall be deemed to be skilled work for the purposes of paragraph (b) (i).

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

(c) (i) Subject to the provisions of paragraph (b), an employer shall not permit any employee, other than a journeyman lithographer or apprentice to such trade, to perform skilled work in lithography: Provided, however, that the pulling of proofs referred to in paragraph (c) (ii) hereof may also be performed by a journeyman or apprentice in the trades of photogravure, lithography, photo-lithography or process engraving: Provided further that a journeyman letterpress machine minder, litho operative or platen pressman may be employed upon the pulling of proofs on a press capable of printing on a sheet not larger than 381 mm by 508 mm.

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

(iii) An employer shall not permit any employee, other than a journeyman lithographer or an apprentice to the trade of lithography, to make ready, regulate the supply of ink, change gauges or make any other adjustment to the mechanism on any lithographic printing machine: Provided, however, that the operations referred to may be performed by a journeyman letterpress machine minder, platen pressman or a litho operative on a machine capable of printing on a sheet not larger than 381 mm by 508 mm or by a printers' attendant or trainee printers' attendant where a single-colour machine, which is capable of printing on a sheet not larger than 322 580 square mm is being operated by a printers' attendant or trainee printers' attendant in accordance with the provisions of paragraph (iv) hereof: Provided further that the operations referred to may also be performed by a platen pressman or a litho operative on a K.O.R. Heidelberg Offset machine, capable of printing on a sheet not larger than 400,1 mm by 571,5 mm, if such machine is under the general supervision of a journeyman lithographer and is being operated according to the ratio of one journeyman lithographer and one platen pressman or litho operative to each two such machines.

(iv) An employer shall not permit any lithographic printing machine capable of printing on a sheet larger than 381 mm by 508 mm to be operated except under the supervision of a journeyman lithographer or an apprentice to the trade of lithography: Provided, however, that two such single-colour machines, which are capable of printing on a sheet not larger than 322 580 square mm, may be operated under the supervision of, and

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

(e) Algemene assistente kan verstellings met die hand aanbring aan perforere-, boor-, pons- en naaimasjiene en voerregstellings met die hand aan enkellem-seksievoumasjiene, keep-, buigdraadstikmasjiene en dergelike aanvullende uitrusting aanbring.

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

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

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

(iv) 'n Werkgewer mag nie 'n werknemer, uitgesonderd 'n vakman in die bedrywe fotogravure, litografie of hoogdrukmasjienebediëning, of 'n vakleerling vir een van hierdie bedrywe ingeboek, toelaat om fotogravure-drukmasjiene te bedien nie: Met dien verstande egter dat as die werk in verband met kartonhouervervaardiging gedoen word, dié masjiene bedien kan word deur 'n vakman of 'n vakleerling in die bedryf kartonhouervervaardiging. Geen ander werknemer mag dié werk doen nie.

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

(ii) "Fotolitografie" beteken die maak van lyn- en halftintnegatiewe en -positiewe vir afdruk op litoplate. Hierdie proses sluit in kleurafskeiding in aaneenlopende tint, halftint en lyn, watter metode ook al nodig is; die bediëning van herhaalmasjiene om veelvuldige negatiewe en positiewe te maak, asook herhaalwerk op litomasjiënplate, of met die hand of meganiese; die bedekking, ontwikkeling en ets van oorspronklike en masjiënplate; die afdruk van vlakdrukkeure ("off-set") deur middel van fotolitometodes; en omvat ook bywerking met die fotolitometode, naamlik kleurkorreksie aan aaneenlopende tintnegatiewe en/of -positiewe en kleurkorreksie deur middel van stippelets aan skermnegatiewe en/of -positiewe en alle bywerking van 'n geskoolde aard. Alle sodanige werk moet vir die toepassing van paragraaf (b) (i) as geskoolde werk geag word.

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

(c) (i) 'n Werkgewer mag, behoudens paragraaf (b), nie 'n ander werknemer as 'n vakman-litograaf of vakleerling in dié bedryf toelaat om geskoolde werk in litografie te verrig nie: Met dien verstande egter dat die trek van proewe in paragraaf (c) (ii) hiervan bedoel, ook gedoen mag word deur 'n vakman of vakleerling in die bedrywe fotogravure, litografie, fotolitografie of chemigrafie: Voorts met dien verstande dat 'n vakman-setmasjiëbediëner, -litobediëner of degelpersdrukker in diens mag wees vir die trek van proewe op 'n pers wat 'n vel van hoogstens 381 mm by 508 mm kan bedruk.

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

(iii) 'n Werkgewer mag geen ander werknemer as 'n vakmanlitograaf of 'n vakleerling in die bedryf litografie toelaat om 'n litografiese drukmasjiën toe te stel, die inktvoer te stel, peilers om te ruil of 'n ander verstelling aan die meganisme uit te voer nie: Met dien verstande egter dat genoemde werksaamhede uitgevoer kan word deur 'n vakmanhoogdrukmasjiëbediëner, degelpersdrukker of litobediëner op 'n masjiën wat 'n vel van hoogstens 381 mm by 508 mm kan bedruk, of deur 'n drukkershulp of leerling-drukpershulp waar 'n eenkleurmasjiën wat 'n vel van hoogstens 322 580 vierkante mm kan bedruk, deur 'n drukkershulp of leerling-drukpershulp in ooreenstemming met paragraaf (iv) hiervan bedien word: Voorts met dien verstande dat genoemde werksaamhede ook deur 'n degelpersdrukker of 'n litobediëner gedoen kan word op 'n K.O.R. Heidelberg-afsetmasjiën wat 'n vel van hoogstens 400,1 mm by 571,5 mm kan bedruk, as so 'n masjiën onder die algemene toesig van 'n vakman litograaf staan en bedien word volgens die verhouding van een vakman-litograaf en een degelpersdrukker of litobediëner vir elke twee sodanige masjiëne.

(iv) 'n Werkgewer mag nie 'n litografiese drukmasjiën wat 'n vel groter as 381 mm by 508 mm kan bedruk, laat werk nie tensy dit geskied onder die toesig van 'n vakman-litograaf of 'n vakleerling in die bedryf litografie: Met dien verstande egter dat twee sodanige eenkleurmasjiëne wat 'n vel van hoogstens 322 580 vierkante mm kan bedruk, bedien kan word onder die toesig en volgens die getalsverhouding van een vakman litograaf en een

according to the ratio of one journeyman lithographer and one printers' attendant or trainee printers' attendant to each two such machines: Provided, further, that two K.O.R. Heidelberg Offset machines, which are capable of printing on a sheet not larger than 400,1 mm by 571,5 mm may be operated under the supervision of and according to the ratio of one journeyman lithographer and one platen pressman or litho operative to each two such machines. Similarly, an employer shall not permit any lithographic machine capable of printing on a sheet not larger than 381 mm by 508 mm to be operated except under the supervision of a journeyman lithographer, an apprentice to the trade of lithography, a journeyman letterpress machine minder, a platen pressman or a litho operative.

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

(A) two lithographic printing machines capable of printing on a sheet not larger than 381 mm by 508 mm; or

(B) one lithographic printing machine capable of printing on a sheet larger than 381 mm by 508 mm: Provided, however, that two such machines, which are capable of printing on a sheet not larger than 322 580 square mm, may be operated under the supervision of, and according to the ratio of one journeyman lithographer and one printers' attendant or trainee printers' attendant to each two such machines: Provided, further, that two K.O.R. Heidelberg Offset machines capable of printing on a sheet not larger than 400,1 mm by 571,5 mm may be operated under the supervision of and according to the ratio of one journeyman lithographer and one platen pressman or litho operative to each two such machines.

(vi) An employer shall not permit a journeyman letterpress machine minder to supervise or operate more than two lithographic printing machines capable of printing on a sheet not larger than 381 mm by 508 mm.

(vii) An employer shall not permit a platen pressman or a litho operative to supervise or operate more than one lithographic printing machine capable of printing on a sheet not larger than 381 mm by 508 mm.

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

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

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

(iii) Notwithstanding the provisions of this subsection, a process mounter paid at not less than the rates prescribed in Table 4 may be employed upon the routing, bevelling, trimming and/or mounting of blocks and/or single flat stereotypes. A process mounter may also do all the work that a printers' attendant or trainee printers' attendant may do in respect of process engraving in terms of paragraph (g) of this subsection.

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

RATES

Where an employee has had less than one year's experience on such work: Rate for the area concerned referred to in Table 10 of this Agreement for fourth six months' experience.

Where an employee has had one year's experience or more on such work: Highest rate for the area concerned referred to in Table 10 of this Agreement.

(e) Notwithstanding the provisions of this subsection—

(i) a journeyman or an apprentice in any of the trades of photogravure, photo-lithography or process engraving may make negatives or positives intended for use in the production of printed matter by any printing process;

(ii) a journeyman or an apprentice who on 31 December 1952 was entitled to do all or any of the classes of work mentioned in this subsection, may continue to perform all such classes of work as he was entitled to perform on 31 December 1952;

dukkershulp of leerling-dukkershulp vir elke twee sodanige masjiene: Voorts met dien verstande dat twee K.O.R. Heidelberg-afsetmasjiene wat 'n vel van hoogstens 400,1 mm by 571,5 mm kan bedruk, bedien kan word onder die toesig en volgens die getalsverhouding van een vakman-litograaf en een degelpersdrukker of litobediener vir elke twee sodanige masjiene. So ook mag 'n werkgewer nie toelaat dat 'n litografiese masjien wat 'n vel van hoogstens 381 mm by 508 mm kan bedruk, bedien word nie tensy dit geskied onder die toesig van 'n vakman-litograaf, 'n vakleerling in die bedryf litografie, 'n vakman-hoogdrukmasjiensbediener, 'n degelpersdrukker of 'n litobediener.

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

(A) Twee litografiese drukmasjiene wat 'n vel van hoogstens 381 mm by 508 mm kan bedruk; of

(B) een litografiese drukmasjien wat 'n vel groter as 381 mm by 508 mm kan bedruk: Met dien verstande egter dat twee sodanige masjiene wat 'n vel van hoogstens 322 580 vierkante mm kan bedruk, bedien kan word onder die toesig en volgens die getalsverhouding van een vakman-litograaf en een dukkershulp of leerlingdukkershulp vir elke twee sodanige masjiene: Voorts met dien verstande dat twee K.O.R. Heidelberg-afsetmasjiene wat 'n vel van hoogstens 400,1 mm by 571,5 mm kan bedruk, bedien kan word onder die toesig en volgens die getalsverhouding van een vakman-litograaf en een degelpersdrukker of litobediener vir elke twee sodanige masjiene.

(vi) 'n Werkgewer mag nie 'n vakman-hoogdrukmasjiensbediener toelaat om toesig te hou oor meer as twee litografiese drukmasjiene wat 'n vel van hoogstens 381 mm by 508 mm kan bedruk, of om hulle te bedien nie.

(vii) 'n Werkgewer mag nie 'n degelpersdrukker of 'n litobediener toelaat om toesig te hou oor meer as een litografiese drukmasjien wat op 'n vel van hoogstens 381 mm by 508 mm kan druk, of om dit te bedien nie.

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

(d) (i) 'n Werkgewer mag geen ander werknemer as 'n vakmanblok-maker of 'n vakleerling in die bedryf toelaat om geskoolde werk in blok-maak te doen nie.

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

(iii) Ondanks hierdie subklousule, kan 'n chemiemonteerder wat betaal word teen minstens die tarief wat in Tabel 4 voorgeskryf word, in diens wees vir die uithol, afskuinsing, afwerk en/of monter van blokke en/of plat enkelstereo's. 'n Chemiemonteerder kan ook al die werk doen wat 'n dukkershulp of leerling-dukkershulp in verband met chemiegrafie ingevolge paragraaf (g) van hierdie subklousule doen.

(iv) Ondanks hierdie subklousule, kan 'n algemene assistent wat minstens die hoogste minimum tarief betaal word wat vir algemene assistente in die betrokke gebied voorgeskryf word, gebruik word vir die trek van proewe, met inbegrip van deelproeve, op blokproeferse; en 'n algemene assistent wat minstens die tariewe betaal word wat hieronder gespesifiseer is, kan gebruik word om glasnegatiewe voor te berei om met kollodion bedek te word, om etsbakke gereed te maak om voorafbereide kopie op die kamerakopiehouer te plaas of dit daarvan te verwyder, of om kontakafdrukke te maak op papier, glas, film of ander fotosensitiewe materiaal en dit met die betrokke proses af te werk. (L.W.—Dit sluit spesifiek uit litografiese proewe trek, die bereiding van kopie vir die kamera, die maak van kleurskeidingsnegatiewe, kleurmaskeerbewerking, alle vorms van kamerawerk, metaaldrukwerk, die maak van plate, herhaalwerk en die maak van dubbelbeligtings met lyn en raster.)

LOONTARIEWE

As 'n werknemer minder as een jaar ondervinding van dié werk het: Tarief vir die betrokke gebied in Tabel 10 van hierdie Ooreenkoms bedoel, vir vierde ses maande ondervinding.

As 'n werknemer een jaar of meer ondervinding van dié werk het: Hoogste tarief vir die betrokke gebied in Tabel 10 van hierdie Ooreenkoms bedoel.

(e) Ondanks hierdie subklousule—

(i) kan 'n vakman of 'n vakleerling in engeen van die bedrywe fotogravure, fotoligrafie of chemiegrafie, negatiewe of positiewe maak wat bedoel is vir gebruik by die produksie van drukwerk deur watter drukproses ookal;

(ii) kan 'n vakman of 'n vakleerling wat op 31 Desember 1952 geregig was om al of engeen van die klasse werk te verrig wat in hierdie subklousule genoem word, voortgaan om al sodanige klasse werk te verrig as wat hy geregig was om op 31 Desember 1952 te verrig;

(iii) a litho operative, learner litho operative, platen pressman or learner platen pressman may be employed upon printing down on to pre-sensitised plates intended for use on lithographic printing machines capable of receiving and delivering a sheet not larger than 381 mm by 508 mm; and

(iv) a general assistant paid at the highest rate specified in Table 10 for the area concerned may be employed on the spotting out of negatives and positives.

(f) An employer shall not permit any employee, other than a journeyman or an apprentice, to patch up copy which is to be photographed for reproduction by any of the processes referred to in section 25 (14): Provided, however, that such work may be done by a litho operative, learner litho operative, platen pressman or learner platen pressman if the copy which is being patched up, is to be reproduced on a lithographic printing machine capable of printing on a sheet not larger than 381 mm by 508 mm. No other employee shall do such work.

(g) Notwithstanding the provisions of subsection (5), (6) and (14), a printers' attendant or trainee printers' attendant may do the following work in respect of all the photo-mechanical trades, including photo-typesetting:

(i) Preparing, coating and exposing of photo-litho plates in a printing down frame;

(ii) processing of exposed photo-litho plates;

(iii) the preparation, coating, exposing, developing and burning in of process plates;

(iv) painting out on negatives and positives; and

(v) positioning and securing of film or paper negative or positive pages to register on a lay-out, pre-marked by a journeyman compositor or a journeyman in the photo-mechanical trades.

Where no suitable labour of the class referred to in subsection (18) (b) is available for employment as trainee printers' attendants for these operations, trainees may be recruited from art schools or other suitable sources.

(h) Notwithstanding the provisions of subsection (5), (6) and (14) hereof, copy and film make-up, including corrections, may be done by an employee who must be registered with the Council for this purpose and who must be paid at not less than the following weekly rates for the area concerned;

(i) First three months' experience: 60 per cent of Scale 1, Table 1.
Second three months' experience: 70 per cent of Scale 1, Table 1.

Third three months' experience: 80 per cent of Scale 1, Table 1.

Fourth three months' experience: 90 per cent of Scale 1, Table 1.

(ii) Thereafter Scale 1, Table 1:

Provided, however, that—

(A) dot for dot multi-colour half-tone register work is not included. This work is to be confined to a journeyman or apprentice;

(B) the training of apprentices is not affected in any way; and

(C) that the provisions contained in this paragraph (h) are to apply in respect of all processes—letterpress, intaglio and planographic.

(15) Notwithstanding anything to the contrary contained in this Agreement—

(a) a journeyman in any of the designated trades in the Industry may operate a camera taking film of a size not exceeding 381 mm by 508 mm;

(b) in any establishment where only one journeyman compositor or journeyman letterpress machine minder (one man) is employed, he may regularly undertake work in either trade;

(c) a journeyman compositor, letterpress machine minder, process engraver or stereotyper may undertake all pre-makeready procedures;

(d) a general assistant paid at not less than the highest minimum rate prescribed for general assistants in the area concerned may be employed on—

(i) the pulling of proofs of all types, including colour progressives, on single colour proofing presses; and

(ii) chemical type colour proofing (e.g. Cromalin, Colour Key): Provided that dot for dot registration is accomplished by a punch hole and pin method of registration prepared by a journeyman;

(e) a general assistant may—

(i) make contact prints for use in any of the photo-mechanical trades; and

(ii) do double contact line exposures: Provided that registration is accomplished by a punch hole and pin method of registration prepared by a journeyman;

(f) a general assistant may remove the old emulsion after the processing of process blocks or lithographic plates.

(16) (a) The "make-ready" of a cylinder cutting and creasing machine shall be done by a journeyman carton maker, letterpress machine minder or an apprentice to these trades, while a general assistant may stop, start or attend to a cylinder cutting and creasing machine of any size under the

(iii) kan 'n litobediener, leerling-litobediener, degelpersdrukker of leerling-degelpersdrukker gebruik word om af te druk op voorgesensitiseerde plate wat bedoel is vir gebruik op litografiese drukmasjiene wat 'n vel van hoogstens 381 mm by 508 mm kan neem en afgooi; en

(iv) kan 'n algemene assistent wat betaal word teen die hoogste tarief in Tabel 10 vir die betrokke gebied voorgeskryf, gebruik word om kolle of vlekke van negatiewe en positiewe te verwyder.

(f) 'n Werkgewer mag nie 'n ander werknemer as 'n vakman of 'n vakleerling toelaat om kopie wat gefotografeer moet word vir reproduksie deur middel van die prosesse in klousule 25 (14) bedoel, op te lap nie: Met dien verstande egter dat sodanige werk deur 'n litobediener, leerling-litobediener, degelpersdrukker of leerlingdegelpersdrukker gedoen kan word as die kopie wat opgelap word, gereproduseer moet word op 'n litografiese drukmasjien wat 'n vel van hoogstens 381 mm by 508 mm kan bedruk. Geen ander werknemer mag sodanige werk doen nie.

(g) Ondanks subklousule (5), (6) en (14), kan 'n drukkershulp of 'n leerling-drukkershulp die volgende werk verrig ten opsigte van alle fotomeganiese bedrywe, met inbegrip van fotosetwerk:

(i) Voorbereiding, bedekking en beligting van fotoligrafiese plate in 'n afdrakraam;

(ii) afwerking van beligte fotoligrafiese plate;

(iii) die voorbereiding, bedekking, beligting, ontwikkeling en inbranding van chemigrafieplate;

(iv) uitverfwerk op negatiewe en positiewe; en

(v) die plasing en opplak van film- of papierbladsye (negatief en positief) vir registrering volgens 'n ontwerp wat vooraf deur 'n vakman-lettersetter of 'n vakman in die fotomeganiese bedrywe opgestel is.

Waar geen geskikte arbeid van die soort wat in subklousule (18) (b) bedoel word, vir indiensneming as leerling-drukkershulpe vir hierdie werksaamhede beskikbaar is nie, kan leerlinge van kunsskole of uit geskikte bronne gewerf word.

(h) Ondanks subklousules (5), (6) en (14) hiervan, kan kopiewerk en filmpmaakwerk, insluitende korreksiewerk, gedoen word deur 'n werknemer wat vir hierdie doel by die Raad geregistreer moet wees en wat teen minstens die volgende weeklikse tariewe vir die betrokke gebied betaal moet word:

(i) Eerste drie maande ondervinding: 60 persent van Skaal 1, Tabel 1.

Tweede drie maande ondervinding: 70 persent van Skaal 1, Tabel 1.

Derde drie maande ondervinding: 80 persent van Skaal 1, Tabel 1.

Vierde drie maande ondervinding: 90 persent van Skaal 1, Tabel 1.

(ii) Daarna, Skaal 1, Tabel 1:

Met dien verstande egter dat—

(A) veelkleurige stip-vir-stip-halfintregisterwerk nie ingesluit is nie—hierdie werk moet beperk word tot 'n vakman of 'n vakleerling;

(B) die opleiding van vakleerlinge in geen opsig geraak word nie; en

(C) hierdie paragraaf (h) van toepassing moet wees op alle prosesse—hoogdruk, intaglio en planografies.

(15) Ondanks andersluidende bepalings in hierdie Ooreenkoms—

(a) kan 'n vakman in enigen van die aangewese bedrywe in die Nywerheid 'n kamera bedien wat film van hoogstens 381 mm by 508 mm kan neem;

(b) kan, in 'n inrigting waar slegs een vakmansetter of vakman-hoogdrukmasjiensbediener (een man) in diens is, sodanige man gereeld werk in enigen van die bedrywe verrig;

(c) kan 'n vakmansetter, hoogdrukmasjiensbediener, chemigrafieur of stereotipeur alle voorafgaande prosedures by toestelling verrig;

(d) kan 'n algemene assistent wat teen minstens die hoogste minimum tarief vir algemene assistente vir die betrokke gebied betaal word, in diens wees vir—

(i) die trek van alle soorte proewe, met inbegrip van deelproewe, op eenkleurproefferse; en

(ii) kleurproefwerk deur middel van 'n chemiese proses (bv. Cromalin, Colour Key): Met dien verstande dat stip-vir-stip-registrasie verrig word deur 'n ponsgat- en penmetode van registrasie wat deur 'n vakman voorberei word;

(e) kan 'n algemene assistent—

(i) kontakafdrucke maak vir gebruik by enigen van die fotomeganiese bedrywe; en

(ii) dubbele kontaklynbeligtings maak: Met dien verstande dat registrasie verrig word deur 'n ponsgat- en penmetode van registrasie wat deur 'n vakman voorberei word;

(f) kan 'n algemene assistent die ou emulsie verwyder na die afwerking van chemigrafieblokke of litografiese plate.

(16) (a) Die toestel van 'n silendersny- en -voumasjiens moet gedoen word deur 'n vakman-kartonvervaardiger, hoogdrukmasjiensbediener of 'n vakleerling in hierdie bedrywe, terwyl 'n algemene assistent 'n silendersny- en -voumasjiens van enige grootte kan stop, aanskakel of bedien onder

supervision of a journeyman carton maker, letterpress machine minder or an apprentice to these trades who must be on duty while the cutting and creasing machine is running. Except when making ready on any such machine, the apprentice or journeyman carton maker may prepare cutting and creasing formes, or do anything else falling within the scope of his trade, while the machine being attended to by a general assistant is running.

(b) The "make-ready" of a glueing machine may be done by a general assistant paid at not less than the rate prescribed for the area concerned in Table 6 of section 6 of this Agreement.

(c) The "make-ready" of an automatic flatbed cutting and creasing machine may be done by a printers' attendant or a trainee printers' attendant.

(17) (a) An employer shall not require or permit any person, other than a journeyman, continuous stationery machine minder or an apprentice in that trade, to do work which falls within the definition of "continuous stationery machine minding". No employee, other than a journeyman, continuous stationery machine minder or an apprentice in that trade, shall perform any such work.

(b) "Continuous stationery machine minding" means work which embraces in whole or in part—

(i) the operation of a reel-fed continuous stationery rotary machine, with a zigzag folder or reeling device, capable of printing either by the lithographic or the letterpress process;

(ii) positioning of reels, webbing of paper, setting sprocket punching, setting down perforators to remove margins, setting and adjusting folders to suit mass of webbed-through paper, mounting of printing plates, adjusting of ink and water fountains or any other damping systems and, where applicable, the mounting of numerators.

(c) Notwithstanding the provisions of paragraphs (a) and (b) hereof, a platen continuous stationery machine operator paid at not less than the rate prescribed for the area concerned in Table 5 of this Agreement may make ready, regulate the supply of ink, change gauges, alter the impressions and make other adjustments to the mechanism of an Auto Bobine reel-fed letterpress platen machine used for the production of continuous stationery.

(d) An employer shall not require or permit an employee who is paid at a rate less than that prescribed in Table 5 of this Agreement to supervise or operate a continuous stationery collating machine where the stationery is not already pre-folded. No other employee shall do such work. A general assistant may supervise or operate a continuous stationery collating machine where the stationery is already pre-folded.

(e) An employer shall not require or permit an employee, other than a journeyman or apprentice printers' mechanic, to dismantle or repair a continuous stationery collating machine. No other employee shall do such work.

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

(19) (a) No person exempted to do the work of a journeyman in terms of the Agreement promulgated under Government Notice R. 2106 of 29 December 1967, shall be prejudiced, nor shall any journeyman be displaced or otherwise prejudiced because of the introduction of trainee printers' attendants and printers' attendants.

(b) Wherever possible, employees employed in the Industry for not less than two years continuously in a semi-skilled capacity shall be given preference for employment as trainee printers' attendants.

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

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

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

toesig van 'n vakman-kartonvervaardiger, hoogdrukmasjienbediener of 'n vakleerling in hierdie bedrywe, wat op diens moet wees terwyl die sny- en voumasjien in werking is. Behalwe wanneer hy enige sodanige masjien toestel, kan die vakleerling- of vakman-kartonvervaardiger sny- en voumasjien voorberei of enigiets anders verrig wat binne die bestek van sy bedryf val en wel terwyl die masjien in werking is en deur 'n algemene assistent bedien word.

(b) Die toestel van 'n lymmasjien kan gedoen word deur 'n algemene assistent wat betaal word teen minstens die tarief wat in Tabel 6 van klousule 6 van hierdie Ooreenkoms vir die betrokke gebied voorgeskryf word.

(c) Die toestel van 'n outomatiese platvormsny- en voumasjien kan gedoen word deur 'n drukkershulp of 'n leerling-drukkershulp.

(17) (a) 'n Werkgewer mag van niemand anders as 'n vakman, kettingskryfbehoeftemasjienbediener of 'n vakleerling in daardie ambag vereis of hom toelaat om werk te verrig wat onder die omskrywing van "kettingskryfbehoeftemasjienbediening" ressorteer nie. Geen ander werknemer as 'n vakman, kettingskryfbehoeftemasjienbediener of 'n vakleerling in daardie bedryf mag sodanige werk verrig nie.

(b) "Ketingskryfbehoeftemasjienbediening" beteken werk wat die volgende in die geheel of gedeeltelik omvat:

(i) Die bediening van 'n rolgevoerde kettingskryfbehoeftelopers, met 'n konsertinauover of herroleenheid, wat volgens sowel die litografiese as die hoogdrukproses kan druk;

(ii) die plasing van rolle, die ryg van die papier, die instel van ratpons-eenhede, die stel van perforeerders om kantruimtes te verwyder, die stel en verstel van vouers om die massa van die deurgerygte papier te pas, die monteer van drukplate, die verstelling van ink- en waterbakke of ander aanklamstelsels en, waar van toepassing, die monteer van nommermasjiene.

(c) Ondanks paragrawe (a) en (b) hiervan, kan 'n degelpers-kettingskryfbehoeftemasjienbediener wat minstens die loon betaal word wat in Tabel 5 van hierdie Ooreenkoms vir die betrokke gebied voorgeskryf word, die masjien toestel, die inktoevoer reguleer, die syaanleg verander, die silinderdruk aanpas en ander verstellings maak aan die meganisme van 'n rolgevoerde 'Auto Bobine'-hoogdrukdegelpersmasjien wat vir die lewering van kettingskryfbehoeftes gebruik word.

(d) 'n Werkgewer mag nie van 'n werknemer wat minder betaal word as die loon in Tabel 5 van hierdie Ooreenkoms voorgeskryf, vereis of hom toelaat om toesig te hou oor 'n kettingskryfbehoeftelikator of om dit te bedien indien die skryfbehoeftes nie reeds vooraf gevou is nie. Geen ander werknemer mag sodanige werk verrig nie. 'n Algemene assistent mag toesig hou oor 'n kettingskryfbehoeftelikator of dit bedien indien die skryfbehoeftes reeds vooraf gevou is.

(e) 'n Werkgewer mag nie van 'n ander werknemer as 'n vakman of vakleerlingdrukkerswerktuigkundige vereis of hom toelaat om 'n kettingskryfbehoeftelikator te stroop of te herstel nie. Geen ander werknemer mag sodanige werk verrig nie.

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

(19) (a) Geen persoon ten opsigte van wie vrystelling verleen is om die werk van 'n vakman kragtens die Ooreenkoms afgekondig by Goewernementskennisgewing R. 2106 van 29 Desember 1967, te verrig, mag as gevolg van die instelling van drukkershulpe en leerlingdrukkershulpe benadeel word nie, en 'n vakman mag ook nie as gevolg van sodanige instelling vervang of op 'n ander wyse benadeel word nie.

(b) Waar enigiens moontlik, moet werknemers wat minstens twee jaar aaneen in 'n halfgeskoolde hoedanigheid in die Nywerheid werksaam was, voorkeur geniet by die indiensneming van leerlingdrukkershulpe.

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

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

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

(22) (a) Notwithstanding anything to the contrary contained in this Agreement, a general assistant in all sections of the Industry may—

- (i) measure chemicals, including chemicals for lacquers, laminates, adhesives, varnishes and similar materials; and
- (ii) mix inks to a predetermined formula.

(b) Notwithstanding anything to the contrary contained in this Agreement, while a factory aid may remove printed matter from the delivery end of printing machines, the aid may not stand at the delivery end of a printing machine watching for rising spaces or type in the forme or generally whether any type of printing machine is printing correctly, nor may he stop the machine when sheets pile up between rollers or delivery tapes. This is the work of a general assistant. A factory aid may place the sheets onto the feed board or pile according to a side- and front-lay and may straighten the pile by tapping it on the sides. A factory aid may not do knocking up of sheets at the feed or delivery ends of printing machines and hand knocking up of sheets in the binding department of an establishment. "Hand knocking up" in this context means picking up the paper or board and bringing the side or sides of the pile into contact with a flat or inclined surface in order to bring the pile to a straight edge.

(23) (a) Notwithstanding anything to the contrary contained in this Agreement, a journeyman in any of the designated trades in the origination sections may do all work falling within the scope of any of the designated trades in those sections. Similarly, a journeyman in any of the designated trades in the machining sections may do all work falling within the scope of any of the designated trades in those sections and a journeyman in any of the designated trades in the finishing sections may do all work falling within the scope of any of the designated trades in those sections. Journeymen rotary stereotypers/rotary machine minders are interchangeable in the machining sections, but not in the origination sections; however, they may continue to do stereotyping and electrotyping. A journeyman printers' mechanic may do all work falling within the scope of any of the mechanical trades. "Journeyman", for the purposes of this subsection, means a person who completed an apprenticeship in a designated trade either in terms of the provisions of the South African Apprenticeship Act, or overseas, or other journeyman as defined in section 2 of this Agreement, who has been registered by the Standing Committee for the purposes of this subsection.

(b) For the purposes of this subsection, the following are the various sections:

Origination sections.—Carton die making, composing, engraving and die sinking, Monotype caster minder mechanic, photogravure engraving, photo-lithography, printers' and lithographic art, process engraving, proof-reading, stereotyping and electrotyping.

Machining sections.—Carton making, continuous stationery machine minding, corrugated board and container machine minding, gravure machine minding, letterpress machine minding, lithographic machine minding, machine minding (packaging) and rotary machine minding.

Finishing sections.—Bookbinding, cutting, printers' mechanic (stationery and envelope manufacturing) and ruling.

Mechanical trades.—Monotype caster minder mechanic, printers' mechanic (electrical), printers' mechanic (general), printers' mechanic (stationery and envelope manufacture), printers' mechanic (typesetting).

(c) Journeymen compositors and letterpress machine minders may operate guillotine cutting machines: Provided, however, that a machine minder shall not operate a cutting machine while a printing machine, which he is required to supervise, is in operation.

(d) An employer who operates in terms of these provisions shall provide in his factory the facilities required for the necessary further training of the journeyman concerned.

26. NOTICES

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

27. REGISTRATION OF EMPLOYERS

(1) Every employer in the Industry at the date on which this Agreement comes into operation shall forward in writing to the Secretary of the Joint Board for the area in which he is operating, the following particulars concerning himself:

- (a) Full name;
- (b) business address;
- (c) the trade or trades which he is carrying on in the Industry;
- (d) the address at which any plant or equipment is housed.

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

(22) (a) Ondanks andersluidende bepalings in hierdie Ooreenkoms kan 'n algemene assistent in alle afdelings van die Nywerheid—

- (i) chemikalieë, met inbegrip van chemikalieë vir lakvernis, lamellering, kleefstowwe, vernis en soortgelyke stowwe, afmeet; en
- (ii) ink volgens 'n voorafbepaalde formule meng.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n fabriekshelper, hoewel hy drukwerk van die afleweringskant van drukmasjiene mag verwyder, nie by die afleweringskant van 'n drukmasjiene staan en op die uitkyk wees na stygende ruimtes of letters in die vorms of, oor die algemeen, of enige tipe drukmasjiene korrek druk nie, en mag hy ook nie die masjiene stopsit wanneer velle tussen die rolle of afleweringsbande ophoop nie. Dit is die werk van 'n algemene assistent. 'n Fabriekshelper kan die velle op die toevoerbord plaas of opstapel volgens 'n sy- en frontrangskikking en kan die stapel reguit maak deur dit aan die sye te tik. 'n Fabriekshelper mag nie velle by die voer- of afvoerende van drukperse gelykskud nie en velle in die bindwerkafdeling van 'n inrigting met die hand gelykskud nie. "Met die hand gelykskud" binne hierdie verband beteken om die papier of bord op te lig en die kant of kante van die stapel in aanraking met 'n plat of skuins oppervlak te bring ten einde die stapel reguit te maak.

(23) (a) Ondanks andersluidende bepalings in hierdie Ooreenkoms ver- vat, mag 'n vakman in enigeen van die aangewese bedrywe in die origi- neerseksies al die werk verrig wat binne die bestek van enigeen van die aangewese bedrywe in daardie seksies val. Insgelyks kan 'n vakman in enigeen van die aangewese bedrywe in die masjieneerseksies al die werk verrig wat binne die bestek van enigeen van die aangewese bedrywe in daardie seksies val en 'n vakman in enigeen van die aangewese bedrywe in die afwerkingseksies kan al die werk verrig wat binne die bestek van enigeen van die aangewese bedrywe in daardie seksies val. Vakman- rolpersstereotipeurs/rolpersmasjienebedieners is uitruilbaar in die masjieneerseksies maar nie in die origi-neerseksies nie; hulle kan egter voort- gaan om stereotypering of elektrotipering te doen. 'n Vakman- drukkerswerktuigkundige kan alle werk doen wat binne die bestek van die werktuigkundige vakgroepe val. By die toepassing van hierdie subklousule beteken "vakman" iemand wat 'n vakleerlingskap voltooi het in 'n aange- wese bedryf of ingevolge die bepalings van die Suid-Afrikaanse Wet op Vakleerling, of oorsê, of 'n ander vakman soos omskryf in klousule 2 van hierdie Ooreenkoms wat vir die toepassing van hierdie subklousule deur die Vaste Komitee geregistreer is.

(b) Vir die toepassing van hierdie subklousule is die volgende die verskillende seksies:

Origineerseksies.—Kartonstempelwerk, setwerk, gravuur- en stem- pelsnywerk, Monotype-gietmasjienebedienerwerktuigkundige, fotogravure- graveerwerk, fotoligrafie, drukkers- en litografiese tekenwerk, chemie- grafie, proefreë, stereotipering en elektrotipering.

Masjieneerseksies.—Kartonvervaardiging, kettingskryfbehoeftema- sjienebediening, riefelbord- en riefelbordhouer-masjienebediening, gravuur- masjienebediening, hoogdrukmasjienebediening, litografiese masjienebedie- ning, masjienebediening (verpakking) en rolpersmasjienebediening.

Afwerkingseksies.—Boekbindwerk, snywerk, drukkerswerktuigkundige (vervaardiging van skryfbehoeftes en koeverte) en linieerwerk.

Werktuigkundige vakgroepe.—Monotype-gietmasjienebedienerwerk- tuigkundige, drukkerswerktuigkundige (elektrotegnies), drukkerswerk- tuigkundige (algemeen), drukkerswerktuigkundige (vervaardiging van skryfbehoeftes en koeverte), drukkerswerktuigkundige (lettersetwerk).

(c) Valmessnymasjiene kan bedien word deur vakman-lettersetters en vakman-hoogdrukmasjienebedieners: Met dien verstande egter dat 'n mas- jienebediener nie 'n valmessnymasjiene mag bedien terwyl 'n drukmasjiene waaroor hy toesig moet hou, aan die gang is nie.

(d) 'n Werkgewer wat sy besigheid ooreenkomstig hierdie bepalings dryf, moet in sy fabriek die vereiste geriewe verskaf wat vir die verdere opleiding van die betrokke vakmanne nodig is.

26. KENNISGEWINGS

Elke werkgewer moet van die Sekretaris van die Raad die kennisgewing (plakkaat) verkry wat deur die Raad uitgereik word en wat besonderhede bevat van lone, werkeure en diensvoorwaardes van toepassing op die inrig- ting, en dit op 'n duidelik sigbare plek in sy inrigting vertoon en vertoon hou.

27. REGISTRASIE VAN WERKGEWERS

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

- (a) Naam voluit;
- (b) besigheidsadres;
- (c) die bedryf of bedrywe wat hy in die Nywerheid uitoefen;
- (d) die adres waar installasies of uitrusting gehuisves word.

(2) Die besonderhede soos vereis ingevolge subklousule (1) hiervan moet ook verstrekk word deur alle werkgewers wat ná die datum waarop hierdie ooreenkoms in werking tree, tot die Nywerheid toetree, binne een maand nadat hulle begin besigheid doen.

(3) Where the employer is a corporate body or a partnership, information in accordance with subsection (1) hereof shall be furnished in respect of each director or partner, as the case may be. The name under which the corporate body or partnership is carrying on business shall also be furnished. In the event of any change among the partners or among the directors, as the case may be, particulars of such change shall be furnished in writing, within one month, to the Secretary of the Joint Board concerned.

28. NOTICE OF CEASING BUSINESS

In the event of an employer ceasing business after registering in terms of section 27 hereof, he shall notify the Secretary of the Joint Board within one month of ceasing business.

29. WORKING EMPLOYERS, PARTNERS AND DIRECTORS

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

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

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

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

CHAPTER 3

CORRUGATED BOARD AND CONTAINER SECTION

30. DEFINITION

Unless inconsistent with the context—

"corrugated board and container assistant" means an employee who is employed upon one or more of the following operations:

- (a) Attending corrugated board-making or printer-slotter machines under the supervision of a journeyman or an apprentice;
- (b) the operation of slotter creaser, punching, stapling, bending, stitching, taping or other similar machines; or
- (c) the make-ready and operation of an automatic folder-gluer and a stand-alone rotary die cutting machine:

Provided that an employee employed on the make-ready on a machine referred to in paragraph (c) of this section shall be paid at a rate of not less than that prescribed for the area concerned in Table 6 of section 6 of this Agreement.

31. WAGE RATES

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

TABLE 14

Day work

Weekly wages payable to operators of single-faced corrugated machines

Area	1983	1984	1985
Rural	R 98,08	R 114,43	R 130,78
Urban	99,18	115,71	132,24

TABLE 15

Day work

Weekly wages payable to corrugated board and container assistants in accordance with their experience

1983

Area	First six months	Second six months	Third six months	Fourth six months	After two years
Rural	R 54,29	R 62,08	R 69,07	R 77,47	R 78,73
Urban	58,51	68,66	76,03	82,30	83,64

(3) As die werkgewer 'n liggaam met regspersoonlikheid of 'n vennootskap is, moet inligting ooreenkomstig subklousule (1) hiervan verstrekk word ten opsigte van elke direkteur of vennoot, na gelang van die geval. Die naam waaronder die liggaam met regspersoonlikheid of vennootskap besigheid doen, moet ook verstrekk word. Ingeval daar 'n verandering plaasvind in vennote of direkteure, na gelang van die geval, moet besonderhede hiervan skriftelik binne een maand verstrekk word aan die Sekretaris van die Gesamentlike Raad.

28. KENNISGEWING VAN STAKING VAN BESIGHEID

Ingeval 'n werkgewer sy besigheid staak nadat hy ingevolge klousule 27 hiervan geregistreer het, moet hy die Sekretaris van die Gesamentlike Raad binne een maand daarvan in kennis stel.

29. WERKENDE WERKGEWERS, VENNOTE EN DIREKTEURE

(1) 'n Werkgewer, vennoot of direkteur wat werk wil doen wat binne die bestek val van een van die aangewese bedrywe in die Nywerheid, moet deur die Gesamentlike Raad van die betrokke gebied by die Vaste Komitee aansoek doen om registrasie as werkende werkgewer in die betrokke bedryf of bedrywe.

(2) Geen werkgewer, vennoot of direkteur mag werk doen wat binne die bestek van een van die aangewese bedrywe in die Nywerheid val nie, tensy hy in besit is van 'n registrasiesertifikaat, deur die Sekretaris van die Raad onderteken, wat hom magtig om as werkende werkgewer in die betrokke aangewese bedryf of bedrywe op te tree.

(3) Na 'n week kennisgewing aan die betrokke werkgewer, vennoot of direkteur, mag die Vaste Komitee 'n registrasiesertifikaat van 'n werkende werkgewer intrek.

(4) Klousules 25, 32, 37, 41 en 45 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op 'n werkgewer, vennoot of direkteur wat in besit is van 'n registrasiesertifikaat as werkende werkgewer.

HOOFSTUK 3

AFDELING RIFFELBORD EN RIFFELBORDHOERS

30. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die samehang is, beteken—

"riffelbord- en riffelbordhouerassistent" 'n werknemer in diens op een of meer van ondergenoemde werksaamhede:

- (a) Riffelbordmaak- of druk-gleufsnymasjiene onder toesig van 'n vakman of vakleerling bedien;
- (b) gleufsnyplooi-, pons-, kram-, buig-, stik-, bandaansit- of dergelike masjiene bedien; of
- (c) die toestel en bediening van 'n outomatiese vou-/lymmasjiene en 'n alleenstaande, roterende stempelsnymasjiene.

Met dien verstande dat 'n werknemer in diens vir die toestel van 'n masjiene in paragraaf (c) van hierdie seksie bedoel, betaal moet word teen 'n tarief van minstens dié wat in Tabel 6 van klousule 6 van hierdie Ooreenkoms vir die betrokke gebied voorgeskryf word.

31. LOONTARIEWE

Geen werkgewer mag 'n werknemer van 'n klas hieronder gespesifiseer, lone betaal wat laer is as onderstaande weekloontariewe vir die betrokke gebied en geen werknemer mag laer lone aanneem nie:

TABEL 14

Dagwerk

Weeklone betaalbaar aan bedieners van eenkant-riffelmasjiene

Gebied	1983	1984	1985
Platteland.....	R 98,08	R 114,43	R 130,78
Stedelik.....	99,18	115,71	132,24

TABEL 15

Dagwerk

Weeklone betaalbaar aan riffelbord- en riffelbordhouerassistentie volgens hul ondervinding

1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
Platteland.....	R 54,29	R 62,08	R 69,07	R 77,47	R 78,73
Stedelike	58,51	68,66	76,03	82,30	83,64

1984					
Area	First six months	Second six months	Third six months	Fourth six months	After two years
Rural.....	R 63,34	R 72,43	R 80,58	R 90,38	R 91,85
Urban.....	68,26	80,10	88,70	96,02	97,58

1985					
Area	First six months	Second six months	Third six months	Fourth six months	After two years
Rural.....	R 72,39	R 82,78	R 92,09	R 103,29	R 104,97
Urban.....	78,01	91,54	101,37	109,74	111,52

32. WORKING RULES

(1) Each complete board-making machine shall be operated by a journeyman. In addition, a corrugated board and container assistant shall be employed for each corrugating unit in operation on any such machine.

(2) A journeyman and a corrugated board and container assistant shall be employed on every printer-slotter machine in use, whether or not such printer-slotter is operated in conjunction with a board-making machine or apart therefrom.

(3) Where single-faced corrugating machines are working alone exemption from the terms of paragraph (1) of this section may be granted to permit a corrugated board and container assistant to operate each such machine at the rates of wages specified in Table 14.

(4) On a printing machine without a slotting attachment, a journeyman without an assistant may be employed.

(5) A corrugated board and container assistant shall be employed on slotter-creaser and punching machines as well as on each stitcher, taping machine, die-cutting machine or glue-lapping machine.

(6) In the Corrugated Board and Container Section "printing machine" means a single or multi-colour printing machine in respect of which the wages for a journeyman shall be as set out in Scale 1 of Table 1.

(7) Notwithstanding the provisions of subsection (2), a printers' attendant or trainee printers' attendant may make ready on the following machines:

- A printer-slotter machine. In addition, a corrugated board and container assistant shall be in attendance on each such machine;
- an automatic flatbed cutter/creaser;
- a cylinder cutting and creasing machine;
- a rotary die cutting machine in-line to a printing machine: Provided that if there are more than one unit in-line the line shall not require more than one printers' attendant or trainee printers' attendant:

Provided that a printer-slotter machine may also be operated by a printers' attendant or trainee printers' attendant.

(8) A journeyman corrugated board and container machine minder or an apprentice to that trade may make moulds and mould flexible stereotypes.

CHAPTER 4

FIBRE CONTAINER SECTION

33. DEFINITIONS

Unless inconsistent with the context—

"fibre container assistant" means an employee, other than a journeyman, litho operative, platen pressman, learner platen pressman, apprentice, machine adjuster or factory aid, who is employed upon work directly connected with the manufacture of spirally wound, convolute, mono or pressed paper containers, but excluding the feeding of printing machines and the operation of manually operated cutting machines; and

"machine adjuster" means an employee employed upon the setting or adjustment of machinery, other than printing machines, utilised in connection with the manufacture of spirally wound, convolute, mono or pressed paper containers.

34. WAGE RATES

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

1984					
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
Platteland.....	R 63,34	R 72,43	R 80,58	R 90,38	R 91,85
Stedelik.....	68,26	80,10	88,70	96,02	97,58

1985					
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
Platteland.....	R 72,39	R 82,78	R 92,09	R 103,29	R 104,97
Stedelik.....	78,01	91,54	101,37	109,74	111,52

32. WERKREGLEMENT

(1) Elke volledige bordmaakmasjien moet deur 'n vakman bedien word. Daarbenewens moet 'n rifelbord- en rifelbordhouerassistent in diens wees vir elke riffeleenheid wat aan so 'n masjien werk.

(2) 'n Vakman en 'n rifelbord- en rifelbordhouerassistent moet in diens wees op elke druk-gleufsnymasjien wat gebruik word, hetsy die druk-gleufsnymasjien saam met 'n bordmaakmasjien of afsonderlik gebruik word.

(3) Waar eenkant-riffelmasjiene alleen werk, kan vrystelling van die bepalings van paragraaf (1) van hierdie klousule toegestaan word ten einde 'n rifelbord- en rifelbordhouerassistent in staat te stel om so 'n masjien te bedien teen die loontariewe vasgestel in Tabel 14.

(4) Op 'n drukmasjien sonder 'n gleufsnymtoestel kan 'n vakman sonder 'n assistent in diens wees.

(5) 'n Rifelbord- en rifelbordhouerassistent moet op sowel gleuf- en vou- en ponsmasjiene as op elke stik-, bandaansit- of stempelsny- of oorslaglymmasjiene in diens wees.

(6) In die Afdeling Rifelbord en Rifelbordhouers word onder "drukmasjien" verstaan 'n een- of veelkleurdrukmasjien ten opsigte waarvan die loon vir 'n vakman dié is wat in Skaal 1 van Tabel 1 voorgeskryf word.

(7) Ondanks subklousule (2), kan 'n drukkershulp of leerlingdrukkershulp die volgende masjiene toestel:

- 'n Druk-gleufsnymasjien. Daarbenewens moet 'n rifelbord- en rifelbordhouerassistent elke sodanige masjien bedien;
- 'n outomatiese platvormsny-/voumasjien;
- 'n silindersny- en -voumasjien;
- 'n roterende stempelsnymasjien gekoppel aan 'n drukmasjien: Met dien verstande dat indien daar meer as een eenheid gekoppel is, hoogstens een drukkershulp of leerling-drukkershulp vir die bediening van die kombinasie nodig is:

Met dien verstande dat 'n druk-gleufsnymasjien ook deur 'n drukkershulp of leerling-drukkershulp bedien kan word.

(8) 'n Vakman-rifelbordhouer-masjienbediener of 'n vakleerling in daardie bedryf kan gietsel vervaardig en buigsame stereo's giet.

HOOFSTUK 4

AFDELING VESELBORDHOUSERS

33. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die samehang is, beteken—

"veselhouerassistent" 'n werknemer, uitgesonderd 'n vakman, lito-bediener, degelpersdrukker, leerling-degelpersdrukker, vakleerling, masjiensteller of fabriekshelper, wat in diens is op werk wat regstreeks in verband staan met die vervaardiging van spiraalgedraaide, gedraaide mono- of geperste papierhouers; maar met uitsondering van die voer van drukmasjiene en die bediening van handsnymasjiene; en

"masjiensteller" 'n werknemer in diens vir die stel van masjinerie, uitgesonderd drukmasjiene, wat gebruik word in verband met die vervaardiging van spiraalgedraaide, gedraaide, mono- of geperste papierhouers.

34. LOONTARIEWE

(a) Geen werkgewer mag 'n werknemer van 'n klas hieronder gespesifiseer, 'n loon betaal wat laer is as onderstaande weekloontariewe vir die betrokke gebied nie en geen werknemer mag laer lone aanneem nie:

TABLE 16

Day work

Weekly wages payable to machine adjusters in accordance with their experience

1983

	First year	Thereafter
Rural and urban	R 86,02	R 90,38

1984

	First year	Thereafter
Rural and urban	R 100,36	R 105,44

1985

	First year	Thereafter
Rural and urban	R 114,70	R 120,50

TABLE 17

Day work

Weekly wages payable to fibre container assistants in accordance with their experience

1983

Area	First six months	Second six months	Third six months	Fourth six months	After two years
Rural	R 54,02	R 59,74	R 64,42	R 70,79	R 72,08
Urban	56,74	63,05	67,48	73,09	75,03

1984

Area	First six months	Second six months	Third six months	Fourth six months	After two years
Rural	R 63,16	R 70,87	R 77,48	R 85,92	R 87,41
Urban	67,08	76,36	83,00	89,88	91,84

1985

Area	First six months	Second six months	Third six months	Fourth six months	After two years
Rural	R 72,30	R 82,00	R 90,54	R 101,06	R 102,75
Urban	77,42	89,67	98,52	106,67	108,65

CHAPTER 5

PAPER SACKS SECTION

35. DEFINITIONS

Unless inconsistent with the context—

"learner paper sack machine operator" means an employee who, with the written permission of the Standing Committee, is being taught how to set up, operate or adjust paper sack tubing machines, bottom pasting machines or pre-printing machines or an employee employed as such for a probationary period not exceeding four months;

"paper sack machine assistant" means an employee who sets up, operates or adjusts a sewing machine but who may not carry out any repair or maintenance, or who assists a paper sack machine operator or a learner paper sack machine operator or a paper sack machine attendant in the operation or running adjustment of a paper sack tubing machine, bottom pasting machine or pre-printing machine;

"paper sack machine attendant" means an employee who is registered as such by the Council and who may, in accordance with the provisions of this Chapter, be employed on setting up, operating or adjusting a paper sack tubing machine, bottom pasting machine or pre-printing machine;

"paper sack machine operator" means an employee who has served a three-year period of training in the setting up, operating and adjusting of paper sack tubing machines, bottom pasting machines and pre-printing machines and is a journeyman as defined in section 2 of this Agreement; and

TABEL 16

Dagwerk

Weeklone betaalbaar aan masjienstellers volgens hul ondervinding

1983

	Eerste jaar	Daarna
Platteland en stedelik	R 86,02	R 90,38

1984

	Eerste jaar	Daarna
Platteland en stedelik	R 100,36	R 105,44

1985

	Eerste jaar	Daarna
Platteland en stedelik	R 114,70	R 120,50

TABEL 17

Dagwerk

Weeklone betaalbaar aan veselhouerassistente volgens hul ondervinding

1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
Platteland	R 54,02	R 59,74	R 64,42	R 70,79	R 72,08
Stedelik	56,74	63,05	67,48	73,09	75,03

1984

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
Platteland	R 63,16	R 70,87	R 77,48	R 85,92	R 87,41
Stedelik	67,08	76,36	83,00	89,88	91,84

1985

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
Platteland	R 72,30	R 82,00	R 90,54	R 101,06	R 102,75
Stedelik	77,42	89,67	98,52	106,67	108,65

HOOFSTUK 5

AFDELING PAPIERSAKKE

35. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die samehang is, beteken—

"leerling-papiersakmasjienbediener" 'n werknemer wat, met die skriftelike toestemming van die Vaste Komitee, geleer word hoe om papiersakbuismasjiene, boomplakmasjiene of voordrukmasjiene gereed te maak, te bedien of te stel, of 'n werknemer wat as sodanig vir 'n proeftyd van hoogstens vier maande in diens is;

"papiersakmasjienassistent" 'n werknemer wat naaimasjiene stel en dit bedien of oor die werking daarvan toesig hou, maar wat geen herstel- of onderhoudswerk mag verrig nie, of wat 'n papiersakmasjienbediener, 'n leerling-papiersakmasjienbediener of 'n papiersakmasjienhulp help om 'n papiersakbuismasjien, boomplakmasjien of voordrukmasjien te bedien;

"papiersakmasjienhulp" 'n werknemer wat as sodanig by die Raad geregistreer is en wat in ooreenstemming met hierdie Hoofstuk in diens mag wees vir die oprigting, bedien en stel van 'n papiersakbuismasjien, boomplakmasjien en voordrukmasjien;

"papiersakmasjienbediener" 'n werknemer wat 'n opleidingstyd van drie jaar uitgedien het in die oprigting, bediening en stel van papiersakbuismasjiene, boomplakmasjiene en voordrukmasjiene en 'n vakman is soos omskryf in klousule 2 van hierdie Ooreenkoms; en

"trainee paper sack machine attendant" means an employee who, with the written permission of the Standing Committee, is being taught how to do the work of a paper sack machine attendant.

36. WAGE RATES

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

TABLE 18

Day work

Weekly wages payable to learner paper sack machine operators according to their experience as such

1983

Area	First year	Second year	Third year
	R	R	R
Rural.....	77,28	86,11	92,98
Urban.....	82,06	94,24	104,51

1984

Area	First year	Second year	Third year
	R	R	R
Rural.....	90,16	100,46	108,48
Urban.....	95,74	109,95	121,93

1985

Area	First year	Second year	Third year
	R	R	R
Rural.....	103,04	114,81	123,98
Urban.....	109,42	125,66	139,35

TABLE 19

Day work

Weekly wages payable to paper sack machine attendants

Area	1983	1984	1985
	R	R	R
Rural.....	147,13	171,65	196,17
Urban.....	149,24	174,11	198,98

TABLE 20

Day work

Weekly wages payable to trainee paper sack machine attendants

Area	1983		1984		1985	
	First year	Second year	First year	Second year	First year	Second year
Rural.....	R 126,53	R 132,38	R 147,62	R 154,44	R 168,71	R 176,50
Urban.....	R 128,65	R 134,54	R 150,09	R 156,96	R 171,53	R 179,38

TABLE 21

Day work

Weekly wages payable to paper sack machine assistants according to their experience in the Industry

1983

Area	First six months	Second six months	Third six months	Fourth six months	After two years
	R	R	R	R	R
Rural.....	56,09	62,24	67,33	74,14	75,53
Urban.....	59,07	65,96	70,87	76,79	78,77

"leerling-papiersakmasjienhulp" 'n werknemer wat met die skriftelike toestemming van die Vaste Komitee, geleer word hoe om die werk van 'n papiersakmasjienhulp te verrig.

36. LOONTARIEWE

Geen werkgewer mag 'n werknemer van 'n klas hieronder gespesifiseer, 'n loon betaal wat laer is as onderstaande weekloontariewe vir die betrokke gebied nie en geen werknemer mag laer lone aanneem nie:

TABEL 18

Dagwerk

Weeklone betaalbaar aan leerling-papiersakmasjienbedieners volgens hul ondervinding as sodanig

1983

Gebied	Eerste jaar	Tweede jaar	Derde jaar
	R	R	R
Platteland.....	77,28	86,11	92,98
Stedelik.....	82,06	94,24	104,51

1984

Gebied	Eerste jaar	Tweede jaar	Derde jaar
	R	R	R
Platteland.....	90,16	100,46	108,48
Stedelik.....	95,74	109,95	121,93

1985

Gebied	Eerste jaar	Tweede jaar	Derde jaar
	R	R	R
Platteland.....	103,04	114,81	123,98
Stedelik.....	109,42	125,66	139,35

TABEL 19

Dagwerk

Weeklone betaalbaar aan papiersakmasjienbedieners

Gebied	1983	1984	1985
	R	R	R
Platteland.....	147,13	171,65	196,17
Stedelik.....	149,24	174,11	198,98

TABEL 20

Dagwerk

Weeklone betaalbaar aan leerling-papiersakmasjienhulpe

Gebied	1983		1984		1985	
	Eerste jaar	Tweede jaar	Eerste jaar	Tweede jaar	Eerste jaar	Tweede jaar
Platteland.....	R 126,53	R 132,38	R 147,62	R 154,44	R 168,71	R 176,50
Stedelik.....	R 128,65	R 134,54	R 150,09	R 156,96	R 171,53	R 179,38

TABEL 21

Dagwerk

Weeklone aan papiersakmasjienassistentie betaalbaar volgens hul ondervinding in die Nywerheid

1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
Platteland.....	56,09	62,24	67,33	74,14	75,53
Stedelik.....	59,07	65,96	70,87	76,79	78,77

1984					
Area	First six months	Second six months	Third six months	Fourth six months	After two years
Rural.....	R 64,24	R 72,51	R 79,71	R 88,72	R 90,25
Urban.....	68,54	78,75	86,12	93,27	95,15

1985					
Area	First six months	Second six months	Third six months	Fourth six months	After two years
Rural.....	R 72,39	R 82,78	R 92,09	R 103,29	R 104,97
Urban.....	78,01	91,54	101,37	109,74	111,52

37. WORKING RULES

- (1) For the purposes of this section—
“machine” means a paper sack tubing machine, bottom pasting machine or pre-printing machine.
- (2) The following minimum requirements relating to the staffing of machines shall be observed by employers and employees:
- (a) Where one machine is in operation, a paper sack machine operator shall be in attendance on such machine;
- (b) where two machines are in operation, a paper sack machine operator and a paper sack machine assistant shall be in attendance on such machines;
- (c) where three machines are in operation, a paper sack machine operator and two paper sack machine assistants or a paper sack machine operator, a paper sack machine attendant or trainee paper sack machine attendant and one paper sack machine assistant shall be in attendance on such machines;
- (d) where four machines are in operation, a paper sack machine operator, a paper sack machine attendant or trainee paper sack machine attendant, and two paper sack machine assistants shall be in attendance on such machines;
- (e) the ratio set out in paragraphs (a) to (d) hereof shall be equally applicable where more than four machines are in operation;
- (f) under the circumstances set out in paragraphs (c) to (e) hereof, a paper sack machine attendant or trainee paper sack machine attendant may in all cases be replaced by a learner paper sack machine operator;
- (g) an employer shall not require a paper sack machine operator to supervise or operate more than four machines and no such employee shall supervise or operate more than four machines.
- (3) The ratio of learner paper sack machine operators to paper sack machine operators shall not exceed two learners for each operator employed in the establishment, and employers shall ensure that learners work under the supervision of paper sack machine operators.
- (4) Whenever a paper sack machine attendant or trainee paper sack machine attendant is working, at least one paper sack machine operator must also be on the premises.
- (5) A journeyman paper sack machine operator or a learner paper sack machine operator may make moulds and mould flexible stereotypes.
- (6) An employer who wishes to operate extruders (including extruder coaters) of plastic material on a continuous basis, shall notify the Joint Board concerned of his intention to do so. The provisions of Government Notice R.1019 of 9 July 1965 shall then apply in respect of employees working on such equipment: Provided, however, that all time worked in excess of 40 hours per week shall be paid for at the rates prescribed in section 13 (1) (a) or (b) of this Agreement.

38. GENERAL

A learner paper sack machine operator shall serve a three-year period of learnership to qualify as a paper sack machine operator, and on completion of such period of learnership shall be issued with a Grade I membership card of the trade union or a certificate of competence as a paper sack machine operator as contemplated in paragraph (b) of the definition of “journeyman” in section 2 of this Agreement.

CHAPTER 6

FLEXIBLE PACKAGING SECTION

39. DEFINITIONS

Unless inconsistent with the context—

“packaging” means bags, wrappers (in the reel or otherwise) or any other form of container produced from paper, transparent film, metal foil or any similar flexible material (whether plain or printed) but does not include paper sacks or containers produced in the Fibre Container Section or from board;

1984					
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
Platteland.....	R 64,24	R 72,51	R 79,71	R 88,72	R 90,25
Stedelik.....	68,54	78,75	86,12	93,27	95,15

1985					
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
Platteland.....	R 72,39	R 82,78	R 92,09	R 103,29	R 104,97
Stedelik.....	78,01	91,54	101,37	109,74	111,52

37. WERKREGLEMENT

- (1) Vir die toepassing van hierdie klousule beteken—
“masjien” ’n papiersakbuismasjien, boomplakmasjien of voordrukmasjien.
- (2) Onderstaande minimum vereistes betreffende die bemanning van masjiene moet deur werkgevers en werknemers nagekom word:
- (a) Waar een masjien werk, moet daar ’n papiersakmasjienbediener toesig oor sodanige masjiene hou;
- (b) waar twee masjiene werk, moet ’n papiersakmasjienbediener en ’n papiersakmasjienassistent toesig oor sodanige masjiene hou;
- (c) waar drie masjiene werk, moet ’n papiersakmasjienbediener en twee papiersakmasjienassistentes, of ’n papiersakmasjienbediener, ’n papiersakmasjienhulp of leerling-papiersakmasjienhulp en een papiersakmasjienassistent oor sodanige masjiene toesig hou;
- (d) waar vier masjiene werk, moet ’n papiersakmasjienbediener, ’n papiersakmasjienhulp of leerling-papiersakmasjienhulp en twee papiersakmasjienassistentes oor sodanige masjiene toesig hou;
- (e) die getelsverhouding in paragrawe (a) tot (d) hiervan genoem, is eweseer vir toepassing wanneer meer as vier masjiene werk;
- (f) onder die omstandighede in paragrawe (c) tot (e) hiervan genoem, kan ’n papiersakmasjienhulp of leerlingpapiersakmasjienhulp in alle gevalle vervang word deur ’n leerling-papiersakmasjienbediener;
- (g) ’n Werkgever mag nie ’n papiersakmasjienbediener verplig om toesig oor meer as vier masjiene te hou of hulle te bedien nie, en geen sodanige werknemer mag toesig oor meer as vier masjiene hou of hulle bedien nie.
- (3) Die getelsverhouding van leerling-papiersakmasjienbedieners tot papiersakmasjienbedieners moet hoogstens twee leerlinge vir elke bediener in diens in die inrigting wees, en werkgevers moet sorg dat leerlinge onder toesig van papiersakmasjienbedieners werk.
- (4) Wanneer ’n papiersakmasjienhulp of leerling-papiersakmasjienhulp werk, moet minstens een papiersakmasjienbediener ook op die perseel teenwoordig wees.
- (5) ’n Vakman-papiersakmasjienbediener of ’n leerling-papiersakmasjienbediener kan gietvorms maak of buigsame stereo's giet.
- (6) ’n Werkgever wat uitpersers (insluitende uitperser-bedeekers) van plastiekstowwe in ’n ononderbroke proses wil gebruik, moet die betrokke Gesamentlike Raad in kennis stel van sy voorneme om dit te doen. Goewermentskennisgewing R.1019 van 9 Julie 1965 is dan van toepassing ten opsigte van werknemers wat met sulke uitrusting werk: Met dien verstande egter dat vir alle tyd wat langer as 40 uur per week gewerk word, betaal moet word teen die tariewe wat in klousule 13 (1) (a) of (b) van hierdie Ooreenkoms voorgeskryf word.

38. ALGEMEEN

’n Leerling-papiersakmasjienbediener moet ’n driejaarleertyd uitdien om te kwalifiseer as ’n papiersakmasjienbediener, en by voltooiing van sodanige leertyd moet ’n Graad I-lidmaatskapkaart van die vakvereniging aan hom uitgereik word of ’n sertifikaat van bekwaamheid as papiersakmasjienbediener, soos beoog by paragraaf (b) van die omskrywing van “vakman” in klousule 2 van hierdie Ooreenkoms.

HOOFSTUK 6

AFDELING BUIGSAME HOERS

39. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die samhang is, beteken—

“houers” sakke, omslae (in die rol of andersins) of ’n ander vorm van houer gemaak van papier, deurskynfilm, metaalfoelie of soortgelyke buigsame materiaal (hetsy onbedruk of bedruk), maar omvat dit nie papier-sakke of -houers wat in die Afdeling Veselborduwers of van bordpapier vervaardig word nie;

"packaging assistant" means an employee who is employed upon one or more of the following operations:

(a) Attending bag-making machines, with or without printing attachments, or printing machines used in the production of packaging, under the supervision of a journeyman or an apprentice or a printers' attendant or trainee printers' attendant subject to the provisions of section 41 (11);

(b) setting up and/or operating coating, jogging, lacquering, laminating, punching, rotary, embossing, sealing, sheeting, slitting or waxing machines under the supervision of a journeyman or an apprentice;

(c) flexible stereo grinding, making of cores, making bags or samples by hand, including the punching of holes in bags, stitching of carrier bags;

(d) preparing layout for printing on pressure-sensitive adhesive tape in reels not exceeding 152,4 mm in width, mounting stereos on tape printing machines (but not moulding, casting or vulcanizing), and who may in addition make ready and/or operate a tape printing machine under the supervision of a journeyman; or

(e) sorting or examining packaging;

"tape printing machine" means a machine used for printing on pressure-sensitive adhesive tape in reels not exceeding 152,4 mm in width;

"tape printing operator" means an employee who operates a tape printing machine after the machine has been set-up and made ready by a journeyman or a packaging assistant.

40. WAGE RATES

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

TABLE 22

Day work

Weekly wages payable to machine minders (packaging)

Area	1983	1984	1985
	R	R	R
Rural	191,23	223,10	254,97
Urban	192,71	224,83	256,95

TABLE 23

Day work

Weekly wages payable to packaging assistants according to their experience in the Industry

1983

Area	First six months	Second six months	Third six months	Fourth six months	After two years
	R	R	R	R	R
Rural	56,09	62,24	67,33	74,14	75,53
Urban	59,07	65,96	70,87	76,79	78,77

1984

Area	First six months	Second six months	Third six months	Fourth six months	After two years
	R	R	R	R	R
Rural	64,24	72,51	79,71	88,72	90,25
Urban	68,54	78,75	86,12	93,27	95,15

1985

Area	First six months	Second six months	Third six months	Fourth six months	After two years
	R	R	R	R	R
Rural	72,39	82,78	92,09	103,29	104,97
Urban	78,01	91,54	101,37	109,74	111,52

Provided, however—

(i) that the top rate payable to a packaging assistant employed exclusively on sorting or examining packaging shall be that prescribed for the third six months' experience in this Table, irrespective of that packaging assistant's actual experience: Provided further, however, that not less than one in every five or portion of five packaging assistants so employed shall be paid at not less than the rate prescribed in this Table for a packaging assistant with more than two years' experience; and

"houerassistent" 'n werknemer wat vir een of meer van die volgende werksaamhede in diens is:

(a) Sakmasjiene, met of sonder drukinrigtings, of drukmasjiene wat gebruik word by die produksie van houers, onder toesig van 'n vakman of 'n vakleerling of 'n drukkershulp of leerling-drukkershulp, behoudens klousule 41 (11), bedien;

(b) bedekkings-, sijk-, vernis-, lamelleer-, pons-, rotasie-, embosseer-, verseël-, velmaak-, splits- of bewasmasjiene opstel en/of bedien, onder toesig van 'n vakman of 'n vakleerling;

(c) buigsame stereo's poleer, kerns maak, sakke of monsters met die hand maak, met inbegrip van gate in sakke pons, drasakke stik;

(d) opmaaksketse opstel vir drukwerk op drukgevoelige kleefband wat in rolle is van hoogstens 152,4 mm breed, stereo's op banddrukmasjiene monteer (maar nie die verrigting van vormwerk, gietwerk of vulkaniseerwerk nie), en wat daarbenewens 'n banddrukmasjiene onder toesig van 'n vakman mag toestel en/of mag bedien; of

(e) houers sorteer of ondersoek;

"banddrukmasjiene" 'n masjiene wat gebruik word om drukwerk aan te bring op drukgevoelige kleefband in rolle van hoogstens 152,4 mm breed;

"banddrukmasjienebediener" 'n werknemer wat 'n banddrukmasjiene bedien nadat die masjiene deur 'n vakman of 'n houerassistent opgestel en toegestel is.

40. LOONTARIEWE

Geen werkgewer mag 'n werknemer van 'n klas hieronder gespesifiseer 'n loon betaal wat laer is as onderstaande loontariewe vir die betrokke gebied nie en geen werknemer mag laer lone aanneem nie:

TABEL 22

Dagwerk

Weeklone betaalbaar aan masjienebedieners (houers)

Gebied	1983	1984	1985
	R	R	R
Platteland	191,23	223,10	254,97
Stedelik	192,71	224,83	256,95

TABEL 23

Dagwerk

Weeklone betaalbaar aan houerassistenten volgens hul ondervinding in die Nywerheid

1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
Platteland	56,09	62,24	67,33	74,14	75,53
Stedelik	59,07	65,96	70,87	76,79	78,77

1984

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
Platteland	64,24	72,51	79,71	88,72	90,25
Stedelik	68,54	78,75	86,12	93,27	95,15

1985

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
Platteland	72,39	82,78	92,09	103,29	104,97
Stedelik	78,01	91,54	101,37	109,74	111,52

Met dien verstande egter—

(i) dat die hoogste tarief betaalbaar aan 'n houerassistent wat uitsluitlik werksaam is met die sortering of ondersoek van houers, dié moet wees wat voorgeskryf is vir die derde ses maande ondervinding in hierdie Tabel, ongeag daardie houerassistent se werklike ondervinding: Voorts met dien verstande egter dat minstens een uit elke vyf of gedeelte van vyf houerassistenten wat aldus in diens is, betaal moet word teen minstens die tarief voorgeskryf in hierdie Tabel vir 'n houerassistent met meer as twee jaar ondervinding; en

(ii) that a packaging assistant, employed on a tape printing machine on which three or more colours are being printed simultaneously, shall be paid at not less than the rates prescribed in this Table, plus 15 per cent if such packaging assistant is employed on day work and at not less than the rates prescribed in this Table, plus 30 per cent if such packaging assistant is employed on night work.

TABLE 24
Day work

Weekly wages payable to tape printer operators according to their experience in the Industry

1983

Area	First six months	Second six months	Thereafter
	R	R	R
Rural.....	55,40	60,04	63,52
Urban.....	57,30	61,45	64,27

1984

Area	First six months	Second six months	Thereafter
	R	R	R
Rural.....	64,63	70,05	74,11
Urban.....	66,85	71,69	74,98

1985

Area	First six months	Second six months	Thereafter
	R	R	R
Rural.....	73,86	80,06	84,70
Urban.....	76,40	81,93	85,69

41. WORKING RULES

(1) An employer shall not permit any person, other than a journeyman machine minder (packaging) or an apprentice to that trade, to set up, make ready, including affixing rubber stereotypes, if any, regulate the supply of ink or make any other adjustment to the mechanism of a bag-making machine. No other employee shall do such work.

(2) An employer shall not permit any bag-making machine to be operated except under the supervision of a journeyman machine minder (packaging) or an apprentice to that trade.

(3) An employer shall not permit any machine of a class referred to in paragraph (b) of the definition of packaging assistant in section 39 of this Agreement to be set up or operated except under the supervision of a journeyman machine minder (packaging), a printers' mechanic or an apprentice to such a trade.

(4) Notwithstanding the provisions of section 25 of this Agreement, a journeyman machine minder (packaging) or an apprentice to that trade may match inks, make flexible stereotypes, supervise or operate printing machines used in the production of packaging, or operate a power-operated guillotine cutting machine.

(5) An employer shall not permit a journeyman machine minder (packaging) or an apprentice to that trade to supervise the operation of more than six machines of the types referred to in subsection (2) of this section and paragraph (b) of the definition of "packaging assistant" in section 39 and more than four machines of the types referred to in subsection (4) of this section. Similarly, an employer shall not permit a printers' mechanic or an apprentice to that trade to supervise the operation of more than four machines of the types referred to in paragraph (b) of the definition of "packaging assistant" in section 39.

(6) All work in connection with printing on pressure sensitive adhesive tape shall be done by or carried on under the supervision of a journeyman machine minder (Packaging), letterpress machine minder or printers' mechanic. No such journeyman shall be required or permitted to supervise or operate more than eight tape-printing machines. Where less than eight tape printing machines are in use the journeyman may be employed part-time on other work: Provided that he is always on duty while the tape-printing machines are being operated.

(7) An employer shall not require or permit a packaging assistant to be in attendance on more than four tape-printing machines.

(8) An employer shall not require or permit a tape-printer operator to be in attendance on more than one tape-printing machine.

(9) A tape-printer operator is eligible for promotion to the position of a packaging assistant and on promotion shall be paid at not less than the rate prescribed for the third six months of experience in Table 23 of section 40, irrespective of his actual experience in the Industry. The wage rate of such an employee shall thereafter be increased as if he had had 18 months' experience at the date of his promotion to the position of packaging assistant.

(ii) dat 'n houerassistent, wat in diens is by 'n banddrukmasjien waarop drie of meer kleure tegelykertyd afgedruk word, betaal moet word teen minstens die tariewe voorgeskryf in hierdie Tabel, plus 15 persent indien so 'n houerassistent op dagwerk in diens is en teen minstens daardie tariewe soos voorgeskryf in hierdie Tabel, plus 30 persent indien so 'n houerassistent op nagwerk in diens is.

TABEL 24
Dagwerk

Weeklone betaalbaar aan banddrukmasjienbedieners volgens hul ondervinding in die Nywerheid

1983

Gebied	Eerste ses maande	Tweede ses maande	Daarna
	R	R	R
Platteland.....	55,40	60,04	63,52
Stedelik.....	57,30	61,45	64,27

1984

Gebied	Eerste ses maande	Tweede ses maande	Daarna
	R	R	R
Platteland.....	64,63	70,05	74,11
Stedelik.....	66,85	71,69	74,98

1985

Gebied	Eerste ses maande	Tweede ses maande	Daarna
	R	R	R
Platteland.....	73,86	80,06	84,70
Stedelik.....	76,40	81,93	85,69

41. WERKREGLEMENT

(1) 'n Werkgewer mag niemand anders as 'n vakman-masjienbediener (houers) of 'n vakleerling in daardie bedryf toelaat om 'n sakmasjien op te stel, daarop toe te stel, met inbegrip van die aanbring van rubberstereo's, as daar is, die inktvoer te reguleer of om enige verstelling van die meganisme uit te voer nie. Geen ander werknemer mag dié werk doen nie.

(2) 'n Werkgewer mag nie toelaat dat 'n sakmasjien bedien word nie tensy dit onder toesig van 'n vakman-masjienbediener (houers) of 'n vakleerling in dié bedryf plaasvind.

(3) 'n Werkgewer mag nie toelaat dat 'n masjien van 'n klas in paragraaf (b) van die omskrywing van "houerassistent" in klousule 39 van hierdie Ooreenkoms bedoel, opgestel of bedien word nie, tensy dit onder toesig van 'n vakman-masjienbediener (houers) of 'n drukkerswerktuigkundige of 'n vakleerling in dié bedryf plaasvind nie.

(4) Ondanks klousule 25 van hierdie Ooreenkoms, kan 'n vakman-masjienbediener (houers) of 'n vakleerling in dié bedryf ink pas, buigsame stereo's maak of toesig hou oor drukmasjiene wat vir die vervaardiging van houers gebruik word, of hulle bedien, of 'n kragvalmes bedien.

(5) 'n Werkgewer mag nie toelaat dat 'n vakman-masjienbediener (houers) of 'n vakleerling in dié bedryf toesig hou oor die bediening van meer as ses masjiene van die soorte in subklousule (2) van hierdie klousule en paragraaf (b) van die omskrywing van "houerassistent" in klousule 39 bedoel nie en meer as vier masjiene van die soorte in subklousule (4) van hierdie klousule bedoel nie. Insgelyks mag 'n werkgewer nie toelaat dat 'n drukkerswerktuigkundige of 'n vakleerling in dié bedryf toesig hou oor meer as vier masjiene van die soorte in paragraaf (b) van die omskrywing van "houerassistent" in klousule 39 bedoel nie.

(6) Alle werk in verband met druk op drukgevoelige kleefband moet gedoen word deur of uitgevoer word onder toesig van 'n vakman-masjienbediener (houers), hoogdrukmasjienbediener of drukkerswerktuigkundige. Geen sodanige vakman mag verplig of toegelaat word om toesig te hou oor meer as agt banddrukmasjiene of om hulle te bedien nie. Waar minder as agt banddrukmasjiene gebruik word, kan die vakman deelyds op ander werk in diens wees: Met dien verstande dat hy altyd op diens is terwyl die banddrukmasjiene bedien word.

(7) 'n Werkgewer mag nie 'n houerassistent verplig of toelaat om meer as vier banddrukmasjiene te bedien nie.

(8) 'n Werkgewer mag nie 'n banddrukmasjienbediener verplig of toelaat om meer as een banddrukmasjien te bedien nie.

(9) 'n Banddrukmasjienbediener kom in aanmerking vir bevordering tot die betrekking van 'n houerassistent en by bevordering moet hy minstens die tarief betaal word wat vir die derde ses maande ondervinding in Tabel 23 van klousule 40 voorgeskryf word, ongeag sy werklike ondervinding in die Nywerheid. Daarna moet die loontarief van so 'n werknemer verhoog word asof hy 18 maande ondervinding gehad het op die datum van sy bevordering tot die betrekking van houerassistent.

(10) An employer who wishes to operate extruders (including extruder coaters) of plastic material on a continuous basis shall notify the Joint Board concerned of his intention to do so. The provisions of Government Notice R. 1019 of 9 July 1965 shall then apply in respect of employees working on such equipment: Provided, however, that all time worked in excess of 40 hours per week shall be paid for at the rates prescribed in section 13 (1) (a) or (b) of this Agreement.

(11) Notwithstanding anything to the contrary contained in this Agreement, a printers' attendant or trainee printers' attendant may set up and adjust heat sealing bag and pouch machines where such machines are to receive plain or pre-printed material in tube and/or web widths not exceeding 1 000 mm wide. A printers' attendant or trainee printers' attendant may also set up, adjust and operate plain bag-making machines and bag-making machines converting pre-printed reels: Provided that—

- (i) a journeyman is employed in the establishment;
- (ii) if the plain bag-making machine does print, such printing shall be confined to the device used for the trade mark or imprint of the establishment; and
- (iii) that a printers' attendant or trainee printers' attendant may supervise the operation of not more than four plain bag-making machines.

CHAPTER 7

SCREEN PRINTING SECTION

42. DEFINITIONS

Unless inconsistent with the context—

“screen assistant” means an employee doing work not elsewhere defined in this Chapter and who may inter alia perform any one or more of the following tasks:

- (a) Racking, jogging and loading of stock before and after processing;
- (b) assisting in applying screen material to frames;
- (c) stirring or mixing ink to a pre-determined formula and pouring ink onto screens;
- (d) overlaminating items;
- (e) stencilling;
- (f) checking print prior to racking;
- (g) assisting in locating screens onto machines;
- (h) assisting operator or learner operator to lay down stock on screen printing units;
- (i) passing stock through a roller coater under supervision;
- (j) assisting screen printing manual operator or learner screen printing manual operator in pulling squeegees;
- (k) feeding material to be screen printed into a semi-automatic power-driven screen printing machine;

“learner screen printing manual operator” means an employee who has been employed for a period of not less than 18 months as a screen assistant and who, with the written permission of the Standing Committee, is being taught for a period of 18 months, according to a course of training prescribed by the Council, to do the work of a screen printing manual operator;

“learner screen printing machine operator” means an employee who has been employed for a period of not less than 18 months as a screen assistant and who, with the written permission of the Standing Committee, is being taught for a period of 18 months, according to a course of training prescribed by the Council, to do the work of a screen printing machine operator;

“screen printing manual operator” means an employee who is registered as such with the Council, having passed a proficiency test prescribed by the Council and who makes ready and/or operates a screen printing unit where the squeegee is pulled by hand;

“screen printing machine operator” means an employee who is registered as such with the Council, having passed a proficiency test prescribed by the Council, and who makes ready, operates and/or adjusts a power screen printing machine and who may feed semi-automatic screen printing machines;

“guillotine operator” means an employee who is registered as such by the Council and is paid in accordance with section 25 (12) (i) and (ii) of this Agreement and who operates a power-operated guillotine;

“learner stencil maker” means an employee who has been employed for a period of not less than 18 months as a screen assistant and who, with the written permission of the Standing Committee, is being taught for a period of 18 months, according to a course of training prescribed by the Council, to do the work of a stencil maker;

“stencil maker” means an employee who has been registered as such with the Council, having passed a proficiency test prescribed by the Council, and who is employed upon the preparation of stencils by cutting and/or by photographic methods;

(10) 'n Werknemer wat uitpersers (insluitende uitperser-bedeckers) van plastiekstowwe op 'n onderbroke proses wil gebruik, moet die betrokke Gesamentlike Raad in kennis stel van sy voorneme om dit te doen. Goewermentskennisgewing R. 1019 van 9 Julie 1965 is dan van toepassing ten opsigte van werknemers wat met sulke uitrustings werk: Met dien verstande egter dat vir alle tyd wat langer as 40 uur per week gewerk word betaal moet word teen die tariewe wat by klousule 13 (1) (a) of (b) van hierdie Ooreenkoms voorgeskryf word.

(11) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n drukkershulp of 'n leerling-drukkershulp, kardoos- en sakhitte-seëlmasjiene opstel en instel waar sodanige masjiene bedrukte of onbedrukte materiaal in buise en/of rolle met 'n breedte van hoogstens 1 000 mm moet ontvang. 'n Drukkershulp of leerling-drukkershulp kan ook gewone sakmasjiene opstel, instel en bedien, asook sakmasjiene wat bedrukte rolle omskep: Met dien verstande dat—

- (i) 'n vakman in die inrigting werksaam is;
- (ii) as die gewone sakmasjiene wel drukwerk doen, sodanige drukwerk beperk word tot die embleem wat vir die handels- of drukkersmerk van die inrigting gebruik word; en
- (iii) 'n drukkershulp of leerling-drukkershulp toesig mag hou oor die bediening van hoogstens vier gewone sakmasjiene.

HOOFSTUK 7

SKERMDRUKAFDELING

42. WOORDOMSKRYWING

Tensy onbestaanbaar met die sinsverband, beteken—

“skermassistent” 'n werknemer wat werk verrig wat nie elders in hierdie Hoofstuk omskryf word nie en wat onder andere een of meer van die volgende take kan verrig:

- (a) Voorrade voor of na bewerking daarvan op rakke pak, gelykskud en laai;
- (b) help om skermateriaal aan rame te span;
- (c) ink tot 'n vooraf bepaalde formule roer of meng en ink op skerms uitgooi;
- (d) drukwerk oor-lamelleer;
- (e) kolle-of vlekke van stensils verwyder;
- (f) drukwerk nagaan voordat dit op rakke gepak word;
- (g) help om skerms op masjiene aan te bring;
- (h) die bediener of leerlingbediener help om voorrade op skerm-drukeenhede neer te lê;
- (i) voorraad onder toesig deur 'n rolbstryker deurlaat;
- (j) 'n skermdrukhandbediener of leerling-skermdrukhandbediener help met die trek van die trekspaan (“squeegee”);
- (k) materiaal wat 'n skermdrukproses moet deurmaak in 'n halfoutomatiese, kragaangedrewe skermdrukmasjiene voer;

“leerling-skermdrukhandbediener” 'n werknemer wat minstens 18 maande lank werksaam was as skermassistent en wat met die skriftelike toestemming van die Vaste Komitee 18 maande lank geleer word, in ooreenstemming met 'n opleidingskursus deur die Raad voorgeskryf, om die werk van 'n skermdrukhandbediener te verrig;

“leerling-skermdrukmasjienebediener” 'n werknemer wat minstens 18 maande lank werksaam was as skermassistent en wat met die skriftelike toestemming van die Vaste Komitee 18 maande lank geleer word, in ooreenstemming met 'n opleidingskursus deur die Raad voorgeskryf, om die werk van 'n skermdrukmasjienebediener te verrig;

“skermdrukhandbediener” 'n werknemer wat as sodanig by die Raad geregistreer is, wel geslaag het in 'n bekwaamheidstoets deur die Raad voorgeskryf, en wat 'n skermdrukeenheid, waar die rubberlem (“squeegee”) met die hand getrek word, toestel en/of bedien;

“skermdrukmasjienebediener” 'n werknemer wat as sodanig by die Raad geregistreer is, wat geslaag het in 'n bekwaamheidstoets deur die Raad voorgeskryf, wat die toestelling, bediening en/of verstelling van 'n kragaangedrewe skermdrukmasjiene behartig en wat semi-outomatiese skermdrukmasjiene kan voer;

“guillotinebediener” 'n werknemer wat as sodanig by die Raad geregistreer is en wat betaal word soos voorgeskryf in klousule 25 (12) (i) en (ii) van hierdie Ooreenkoms en wat 'n kragaangedrewe guillotine bedien;

“leerling-stensilmaker” 'n werknemer wat minstens 18 maande lank werksaam was as skermassistent en wat met die skriftelike toestemming van die Vaste Komitee 18 maande lank geleer word, in ooreenstemming met 'n opleidingskursus deur die Raad voorgeskryf, om die werk van 'n stensilmaker te verrig;

“stensilmaker” 'n werknemer wat as sodanig by die Raad geregistreer is, wat geslaag het in 'n vaardigheidstoets deur die Raad voorgeskryf, en wat met die bereiding van stensils deur middel van sny- en/of fotografiese metodes werksaam is;

"foreman" means an employee, paid at a rate of not less than that specified in Table 32 of section 43, placed in charge of an establishment or department thereof, who gives out work to employees under his control, and supervises its passage through the establishment or department and maintains discipline and generally is responsible to the employer for the efficiency of the establishment or department.

43. WAGE RATES

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

TABLE 25

Day work
Screen assistants
1983

Area	First six months	Second six months	Third six months	Thereafter
Rural and urban	R 56,95	R 62,38	R 67,80	R 70,51

1984

Area	First six months	Second six months	Third six months	Thereafter
Rural and urban	R 66,44	R 72,78	R 79,10	R 82,26

1985

Area	First six months	Second six months	Third six months	Thereafter
Rural and urban	R 75,93	R 83,18	R 90,40	R 94,10

TABLE 26

Day work
Learner screen printing manual operators
1983

Area	First six months	Second six months	Third six months
Rural and urban	R 70,51	R 73,22	R 75,94

1984

Area	First six months	Second six months	Third six months
Rural and urban	R 82,26	R 85,42	R 88,60

1985

Area	First six months	Second six months	Third six months
Rural and urban	R 94,01	R 97,62	R 101,26

TABLE 27

Day work
Learner screen printing machine operators
1983

Area	First six months	Second six months	Third six months
Rural and urban	R 81,36	R 88,14	R 94,92

("voorman" 'n werknemer wat betaal word teen minstens die tarief soos in Tabel 32 van klousule 43 voorgeskryf, wat in beheer gestel is van 'n onderneming of afdeling daarvan, wat werk uitgee aan werknemers om gedoen te word en toesig te hou oor die vloei van werk in die onderneming of afdeling en wat die orde handhaaf en oor die algemeen verantwoordelik is teenoor die werkgever vir die doeltreffendheid van die onderneming of afdeling.

43. LOONTARIEWE

(1) Geen werkgever mag 'n werknemer van 'n klas hieronder gespesifiseer 'n loon betaal wat laer is as onderstaande weekloontariewe nie en geen werknemer mag laer lone aanneem nie:

TABEL 25

Dagwerk
Skermassistente
1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Daarna
Platteland en stedelik	R 56,95	R 62,38	R 67,80	R 70,51

1984

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Daarna
Platteland en stedelik	R 66,44	R 72,78	R 79,10	R 82,26

1985

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Daarna
Platteland en stedelik	R 75,93	R 83,18	R 90,40	R 94,10

TABEL 26

Day work
Leerling-skermdrukhandbedieners
1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 70,51	R 73,22	R 75,94

1984

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 82,26	R 85,42	R 88,60

1985

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 94,01	R 97,62	R 101,26

TABEL 27

Day werk
Leerling-skermdrukmasjienbedieners
1983

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 81,36	R 88,14	R 94,92

1984			
Area	First six months	Second six months	Third six months
Rural and urban	R 94,92	R 102,83	R 110,74

1985			
Area	First six months	Second six months	Third six months
Rural and urban	R 108,48	R 117,52	R 126,56

TABLE 28**Day work***Screen printing manual operators*

Area	1983	1984	1985
Rural and urban	R 81,36	R 94,92	R 108,48

TABLE 29**Day work***Screen printing machine operators*

Area	1983	1984	1985
Rural and urban	R 108,48	R 126,56	R 144,64

TABLE 30**Day work***Learner stencil makers
1983*

Area	First six months	Second six months	Third six months
Rural and urban	R 70,51	R 75,94	R 78,65

1984			
Area	First six months	Second six months	Third six months
Rural and urban	R 82,26	R 88,60	R 91,76

1985			
Area	First six months	Second six months	Third six months
Rural and urban	R 94,01	R 101,26	R 104,87

TABLE 31**Day work***Stencil makers*

Area	1983	1984	1985
Rural and urban	R 86,78	R 101,24	R 115,70

TABLE 32**Day work***Foremen*

Area	1983	1984	1985
Rural and urban	R 128,82	R 150,29	R 171,76

1984			
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 94,92	R 102,83	R 110,74

1985			
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 108,48	R 117,52	R 126,56

TABEL 28**Dag werk***Skermdrukhandbedieners*

Gebied	1983	1984	1985
Platteland en stedelik	R 81,36	R 94,92	R 108,48

TABEL 29**Dag werk***Skermdrukmasjienbedieners*

Gebied	1983	1984	1985
Platteland en stedelik	R 108,48	R 126,56	R 144,64

TABEL 30**Dag werk***Leerling-stensilmakers
1983*

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 70,51	R 75,94	R 78,65

1984			
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 82,26	R 88,60	R 91,76

1985			
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande
Platteland en stedelik	R 94,01	R 101,26	R 104,87

TABEL 31**Dag werk***Stensilmakers*

Gebied	1983	1984	1985
Platteland en stedelik	R 86,78	R 101,24	R 115,70

TABEL 32**Dag werk***Voormanne*

Gebied	1983	1984	1985
Platteland en stedelik	R 128,82	R 150,29	R 171,76

(2) An employee employed on night work shall be paid at a rate of not less than 15 per cent higher than the rate payable to him in terms of subsection (1) for day work.

44. PROFICIENCY TESTS AND TRANSITION ARRANGEMENTS

(1) Shortly before completion of their periods of training, learner screen printing manual operators, learner screen printing machine operators and learner stencil makers shall undergo proficiency tests in accordance with directions issued from time to time by the Executive Committee. On attaining the necessary standard of proficiency, the employee concerned shall be registered as a screen printing manual operator, screen printing machine operator or stencil maker, as the case may be. Should such a learner fail the proficiency test, he shall continue for a further period of 12 months at the wage rate prescribed for such a learner for the third six months of experience. After completion of the further 12 months of training, he shall be registered as a screen printing manual operator, screen printing machine operator or stencil maker, as the case may be. Provided that a learner who has failed the prescribed proficiency test shall be permitted to undergo a voluntary proficiency test, at his own expense, not earlier than six months after failing the first test.

(2) Notwithstanding the introduction of the learnership periods referred to in section 42, employees who have been employed in the Screen Printing Section for three years or more at the time of coming into operation of the provisions of this Chapter of the Agreement, and who have been performing any one or more of the duties prescribed for employees who are required to undergo a learnership period, may be registered by the Council as screen printing machine operators, or screen printing manual operators or stencil makers as the case may be, and may voluntarily undergo proficiency tests prescribed by the Council for the grades for which such employees qualify according to this Chapter.

45. WORKING RULES

(1) Notwithstanding anything to the contrary contained in this Agreement, an employee in the Screen Printing Section may be required to perform work of a lower classification than that on which he is normally employed: Provided that when doing such work the said employee shall be paid the remuneration prescribed for the class of work on which he is normally employed.

(2) An employer shall not permit any person, other than—

(a) a screen printing manual operator or a learner screen printing manual operator to make ready and operate a screen printing unit where the squeegee is pulled by hand;

(b) a screen printing machine operator or a learner screen printing machine operator to make ready, operate or adjust a power-driven screen printing machine;

(c) a guillotine operator to operate a power-driven guillotine;

(d) a stencil maker or a learner stencil maker to prepare screens for the screen printing process by any method of stencil of the handcut or photographic type.

(3) No person, other than a class of employee referred to in subsection (2) hereof, may perform any of the operations referred to in the said subsection.

(4) An employer shall not permit a screen printing manual operator or a learner screen printing manual operator to operate more than one screen printing unit where the squeegee is pulled by hand: Provided that where on a particular unit assistance is required for squeegee pulling, a screen assistant may also be employed on that unit.

(5) An employer shall not permit a screen printing machine operator or a learner screen printing machine operator to operate more than one power-driven screen printing machine.

CHAPTER 8

SPECIAL PROVISIONS RELATING TO FACTORY AIDS IN ALL SECTIONS OF THE INDUSTRY, OTHER THAN THE DUPLICATING SECTION

46. SCOPE OF APPLICATION

The provisions of this Chapter shall apply throughout the Republic of South Africa and shall prescribe only those provisions specifically applicable to factory aids in all sections of the Industry, other than the Duplicating Section. The provisions of the remainder of the Agreement shall apply *mutatis mutandis* to factory aids referred to in this Chapter.

47. WAGE RATES

(1) No employer shall pay a factory aid and no such employee shall accept wages at less than the following weekly rates:

(a) Day work:

	1983 R	1984 R	1985 R
During the first year of experience.....	55,72	65,01	74,30
During the second year of experience.....	58,19	67,89	77,59
After two years' experience	60,65	70,76	80,87

(2) 'n Werknemer wat nagdiens doen, moet betaal word teen 'n tarief wat minstens 15 persent hoër is as die tarief wat kragtens subklousule (1) vir dagwerk aan hom betaalbaar is.

44. BEKWAAMHEIDSTOETSE EN OORDRAGREËLINGS

(1) So kort moontlik voor die einde van hul opleidingskursusse moet leerling-skermdrukhandbedieners, leerling-skermdrukmasjienbedieners en leerling-stensilmakers 'n bekwaamheidstoets ondergaan in ooreenstemming met riglyne wat van tyd tot tyd deur die Uitvoerende Komitee voorgeskryf word. By verwerwing van die nodige bekwaamheid moet die betrokke werknemer geregistreer word as onderskeidelik skermdrukhandbediener, skermdrukmasjienbediener of stensilmaker. Indien sodanige leerlinge nie in die bekwaamheidstoets slaag nie, moet hy vir 'n verdere tydperk van 12 maande opleiding ontvang en die loon betaal word wat gelykstaande is met die derde ses maande van ondervinding. Na voltooiing van die verdere 12 maande opleiding moet hy geregistreer word as onderskeidelik skermdrukhandbediener, skermdrukmasjienbediener of stensilmaker. Met dien verstande dat 'n leerling wat die voorgeskrewe bekwaamheidstoets gedruip het, toegelaat moet word om 'n vrywillige bekwaamheidstoets te ondergaan, op sy eie onkoste, minstens ses maande nadat hy die eerste toets gedruip het.

(2) Ondanks die invoering van die leerlingperiodes in klousule 42 bedoel, kan werknemers wat ten tyde van die inwerkingtreding van hierdie Hoofstuk van die Ooreenkoms reeds drie jaar of langer in die Skermdrukafdeling werksaam was en wat reeds een of meer van die voorgeskrewe vereistes vir werknemers wat 'n opleidingskursus moet ondergaan, nagekom het, by die Raad geregistreer word as onderskeidelik skermdrukmasjienbedieners of skermdrukhandbedieners of stensilmakers en kan hulle 'n vrywillige bekwaamheidstoets ondergaan wat deur die Raad voorgeskryf word vir die grade waarvoor sodanige werknemers ooreenkomstig hierdie Hoofstuk kwalifiseer.

45. WERKREGLEMENT

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan daar van 'n werknemer in die Skermdrukafdeling vereis word om werk te verrig van 'n laer graad as dié wat hy gewoonlik doen: Met dien verstande dat wanneer so 'n werknemer sodanige werk verrig, hy die besoldiging moet ontvang wat voorgeskryf word vir die klas werk wat hy gewoonlik verrig.

(2) 'n Werkgewer mag niemand anders as—

(a) 'n skermdrukhandbediener of 'n leerling-skermdrukhandbediener 'n skermdrukeenheid laat toestel en bedien waar die trekspaan ('squeegee') met die hand getrek word nie;

(b) 'n skermdrukmasjienbediener of 'n leerling-skermdrukmasjienbediener 'n kragaaangedrewe skermdrukmasjien laat toestel, bedien of verstel nie;

(c) 'n guillotine-bedieners 'n kragaaangedrewe guillotine laat bedien nie; en

(d) 'n stensilmaker of 'n leerling-stensilmaker skerms laat voorberei vir die skermdrukproses deur enige metode van stensil van die handsny- of fotografiese tipe nie.

(3) Niemand behalwe 'n klas werknemer in subklousule (2) hiervan bedoel, mag werk verrig wat in dié subklousule bedoel word nie.

(4) 'n Werkgewer mag nie toelaat dat 'n skermdrukhandbediener of 'n leerling-skermdrukhandbediener meer as een skermdrukeenheid bedien waar die rubberlemtrekwerk met die hand gedoen word nie: Met dien verstande dat waar hulp op 'n spesifieke eenheid vir rubberlemtrekwerk nodig is, 'n skermassistent ook op so 'n eenheid werk kan verrig.

(5) 'n Werkgewer mag nie toelaat dat 'n skermdrukmasjienbediener of 'n leerling-skermdrukmasjienbediener meer as een kragaaangedrewe skermdrukmasjien bedien nie.

HOOFSTUK 8

SPEZIALE BEPALINGS BETREFFENDE FABRIEKSHELPERS IN ALLE AFDELINGS VAN DIE NYWERHEID; UITGESONDERD DIE DUPLISEERAFDELING

46. TOEPASSINGSBESTEK

Hierdie Hoofstuk is oral in die Republiek van Suid-Afrika van toepassing en skryf alleen dié bepalings voor wat spesifiek op fabriekshelpe in alle afdelings van die Nywerheid, uitgesonderd die Dupliseerafdeling, van toepassing is. Die ander bepalings van die Ooreenkoms is *mutatis mutandis* van toepassing op fabriekshelpe wat in hierdie Hoofstuk bedoel word.

47. LOONTARIEWE

(1) Geen werkgewer mag 'n fabriekshelper 'n loon betaal wat minder is as onderstaande weklone nie en geen fabriekshelper mag dit aanneem nie:

(a) Dagwerk:

	1983 R	1984 R	1985 R
Gedurende die eerste jaar ondervinding	55,72	65,01	74,30
Gedurende die tweede jaar ondervinding	58,19	67,89	77,59
Na twee jaar ondervinding	60,65	70,76	80,87

(b) Factory aids under 21 years of age may be paid R2 per week less than the rates prescribed.

(2) When a factory aid has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder may be made from his wages:

	R
For board, per week	0,30
For lodging, per week	0,20
For board and lodging, per week	0,50

(3) The minimum rate at which remuneration shall be paid by an employer to a casual factory aid for each day of employment, shall be one-fifth of the weekly remuneration prescribed for an adult factory aid in his first year of employment, and for a lesser period than one day at the rate of one-fortieth of the said weekly wage for each hour or part of an hour worked.

48. LEAVE

(1) Every employer shall grant to every factory aid in his employ in respect of each period of 12 months' employment with him, and not later than two months after the termination of the said period [except as provided in subsections (8) and (9)] leave of absence on full pay of not less than three weeks: Provided that—

(i) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is on paid sick leave or, except at the written request of the employee, when he is required to undergo service under the Defence Act; and

(ii) if any public holiday referred to in subsection (10) hereof falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(2) the employer shall pay a factory aid to whom leave is granted under subsection (1) hereof his pay in respect of the period of leave not later than the last working day before the commencement of the said period. Where payment is made by cheque, facilities shall be granted to the employee concerned to enable him to cash the cheque on the last working day before going on leave.

(3) Upon termination of employment, the employer shall pay a factory aid—

(a) his full pay in respect of any period of leave which has accrued to him but was not granted before the date of termination of employment;

(b) three forty-ninths of a week's pay in respect of each week of service with the employer after he last became entitled to leave in terms of subsection (1) hereof, or, in the case of an employee who has been employed for less than 12 months, for each week of service with the employer. Broken weeks shall be paid for in proportion; and

(c) the amount due in respect of the proportionate holiday bonus accrued in terms of subsection (12) hereof. Broken weeks shall be paid for in proportion.

(4) Any period during which a factory aid—

- (a) is on leave in terms of subsection (1) hereof;
- (b) is absent from work on the instructions or at the request of his employer;
- (c) is absent from work owing to illness;
- (d) is absent from work as a result of an injury; or
- (e) undergoes service under the Defence Act;

shall be deemed to be employment for the purposes of subsections (1) and (3) hereof: Provided that—

(i) the provisions of paragraph (c) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in proviso (ii), fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that part of any total period of absence during any 12 months of employment which is in excess of 35 days;

(ii) a factory aid whose employer is required in terms of any regulation under the Black Labour Act, 1964 (Act 67 of 1964), to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in proviso (i);

(iii) the period of military service deemed to be employment for the purpose of paragraph (e) shall not exceed a total period of four months during any calendar year.

(5) Any amount paid to a factory aid in terms of subsection (2) or (3) hereof shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date on which the leave became due or his employment terminated, as the case may be.

(6) In this section, the expression "employer" includes—

(a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(b) 'n Fabriekshelper onder die ouderdom van 21 jaar kan R2 per week minder betaal word as die voorgeskryde tariewe.

(2) Ingeval 'n fabriekshelper ingestem het om kos en/of inwoning van sy werkgever aan te neem, kan hoogstens ondergenoemde bedrae van sy loon afgetrek word:

	R
Vir kos, per week	0,30
Vir inwoning, per week	0,20
Vir kos en inwoning, per week	0,50

(3) Die minimum tarief waarteen besoldiging deur 'n werkgever aan 'n los fabriekshelper betaal moet word vir elke dag diens, is een vyfde van die weeklikse besoldiging voorgeskryf vir 'n volwasse fabriekshelper in sy eerste jaar diens, en vir 'n korter tydperk as een dag, teen 'n tarief van een veertigste van genoemde weekloon vir elke uur of gedeelte van 'n uur gewerk.

48. VERLOF

(1) Elke werkgever moet aan elke fabriekshelper in sy diens ten opsigte van elke tydperk van 12 maande diens by hom, en nie later as twee maande na die beëindiging van genoemde tydperk nie [behalwe soos in subklousules (8) en (9) bepaal], minstens drie weke verlof met volle betaling toestaan: Met dien verstande dat—

(i) die tydperk van die verlof nie mag saamval met 'n tydperk waarin die werknemer onder diensopsegging staan, met siekteverlof met besoldiging is of, behalwe op die skriftelike versoek van die werknemer, wanneer hy verplig word om diens kragtens die Verdedigingswet te ondergaan nie; en

(ii) as 'n openbare vakansiedag wat in subklousule (10) hiervan genoem word, binne die tydperk van dié verlof val, dié vakansiedag by genoemde tydperk as 'n verdere verloftydperk met volle betaling gevoeg moet word.

(2) Die werkgever moet 'n fabriekshelper aan wie verlof ingevolge subklousule (1) hiervan toegestaan word, sy loon ten opsigte van die verloftydperk voor of op die laaste werkdag vóór die aanvang van genoemde tydperk betaal. Ingeval betaling per tjek geskied, moet geriewe aan die betrokke werknemer gegee word om hom in staat te stel om die tjek te wissel op die laaste werkdag voordat hy met verlof gaan.

(3) by diensbeëindiging moet die werkgever 'n fabriekshelper soos volg betaal:

(a) Sy volle loon ten opsigte van 'n tydperk van verlof wat opgehoop het maar nie voor die datum van diensbeëindiging aan hom toegestaan is nie;

(b) drie nege-en-veertigstes van 'n week se loon ten opsigte van elke week diens by die werkgever nadat hy laas ingevolge subklousule (1) hiervan op verlof geregtig geword het of, in die geval van 'n werknemer wat minder as 12 maande in diens was, vir elke week diens by die werkgever. Vir gedeeltes van weke moet na verhouding betaal word; en

(c) die bedrag verskuldig ten opsigte van die eweredige vakansiebonus wat ingevolge subklousule (12) hiervan opgehoop het. Vir gedeeltes van weke moet na verhouding betaal word.

(4) 'n Tydperk waarin 'n fabriekshelper—

- (a) met verlof is ingevolge subklousule (1) hiervan;
- (b) van die werk afwesig is op las of op versoek van sy werkgever;
- (c) van die werk afwesig is weens siekte;
- (d) van die werk afwesig is as gevolg van 'n besering; of
- (e) diens kragtens die Verdedigingswet ondergaan;

moet vir die toepassing van subklousules (1) en (3) hiervan as diens geag word: Met dien verstande dat—

(i) paragraaf (c) nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae, as die werknemer wat nie 'n werknemer is soos in voorbehoudsbepaling (ii) bedoel nie, versuim, nadat hy deur die werkgever om so 'n sertifikaat versoek is, om aan die werkgever 'n sertifikaat van 'n mediese praktisyn voor te lê wat verklaar dat hy deur siekte verhinder was om sy werk te doen, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande diens van meer as 35 dae is;

(ii) daar nie van 'n fabriekshelper, wie se werkgever kragtens 'n regulasie ingevolge die Wet op Swart Arbeid, 1964 (Wet 67 van 1964), verplig is om voorsiening te maak vir die sorg en behandeling van sodanige werknemer wanneer hy siek of beseer is, verwag moet word om 'n sertifikaat deur 'n mediese praktisyn ten opsigte van 'n tydperk van afwesigheid in voorbehoudsbepaling (i) bedoel, voor te lê nie;

(iii) die tydperk van militêre diens wat vir die doeleindes van paragraaf (e) as diens geag word, hoogstens 'n totale tydperk van vier maande gedurende 'n kalenderjaar mag wees.

(5) Die bedrag wat kragtens subklousule (2) of (3) hiervan aan 'n fabriekshelper betaal word, moet bereken word teen die loontarief wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval.

(6) In hierdie klousule omvat die uitdrukking "werkgever"—

(a) in die geval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en

(b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

(7) For the purposes of this section, employment shall be deemed to commence on—

- (a) the date on which the factory aid entered the employer's service; or
- (b) the first day of September 1941, whichever is the later.

(8) In the municipal area of Cape Town, an employer may arrange for his factory aids to take their annual leave in the form of one week between Christmas and New Year and the balance in ordinary or statutory holidays to make up the full number of days' leave of absence provided in subsection (1) hereof.

(9) Subject to the provisions of subsection (8) hereof, the Standing Committee may issue an exemption certificate authorising the accumulation of the holiday leave due to a factory aid in terms of subsection (1): Provided that in the event of such accumulation of such leave, the money due to the employee for each 12 months' leave shall be deposited by the employer with an officer of the Council to be designated in the exemption certificate, to be held in trust for such employee until he takes the holiday leave due to him, when it shall be paid to him prior to his proceeding on leave.

(10) (a) If a factory aid is in the employ of his employer the day prior to and also subsequent to the special holiday referred to and does not work on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow or Christmas Day, his employer shall pay him in respect of such day remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week: Provided that if an employee is absent from work without the permission of his employer or without the production of an acceptable medical certificate on the whole or part of the working day immediately prior or subsequent to the special holiday, the employee shall, subject to the approval of the Joint Board concerned forfeit his right to be paid for such holiday.

(b) Whenever a factory aid works on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow or Christmas Day, his employer shall pay him remuneration at a rate of not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(11) An employer who proposes to make any deduction from the period of annual leave normally granted or in respect of a special holiday, shall submit full details of the matter to the Standing Committee through the Joint Board for the area concerned.

(12) An employer shall pay to every factory aid, who has had 18 months' or more experience in the Industry a holiday bonus at the time when the leave pay due to that employee is paid to him. The holiday bonus shall accrue at the rate of R2 per week for each week of employment with the particular employer. For the purposes of this subsection, "employment" shall have the meaning given to it in subsection (4), except that the holiday bonus shall not accrue for any period during which a factory aid is absent on leave. In the case of a factory aid who completes 18 months' experience in the Industry during a particular year, the bonus for that year shall accrue only from the date on which he completes, or completed, his 18 months' experience.

CHAPTER 9

DUPLICATING SECTION

49. SCOPE OF APPLICATION

The provisions of this Chapter shall apply only in respect of those employees employed in the Duplicating Section for whom wage rates are prescribed in section 51: Provided, however, that, with the exception of general workers, employees, the product of whose labour on any particular day or days is not intended for direct monetary reward to the employer, but is intended exclusively for the personal administration of the employer's business, shall not be covered by the terms of this Chapter in respect of the day or days on which such work is performed.

50. DEFINITIONS

For the purposes of this Chapter, unless inconsistent with the context—

"duplicator operator" means an employee who operates a duplicating machine and who may, in addition, operate an electronic stencil-making machine;

"duplicating paper cutterman" means an employee employed upon the cutting of duplicating paper to standard sizes for resale, or for use in the business of the employee's employer, by means of a power or manually operated cutting machine;

"experience" means the period of employment in connection with duplicating as defined, calculated without making any adjustment in respect of any short-time, part-time or overtime worked during such employment, but excluding employment as a general worker;

(b) in die geval van die insolvensie van 'n werkgewer of die likwidering van sy boedel of die oordrag of verkoop van sy besigheid, die trustee of likwidateur of die nuwe eienaar van die besigheid;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar voortgaan om daardie werknemer indiens te hê.

(7) Vir die toepassing van hierdie klousule word diens geag te begin op—

- (a) die datum waarop die fabriekshelper by die werkgewer in diens getree het; of
- (b) die eerste dag van September 1941, naamlik die jongste datum.

(8) In die munisipale gebied van Kaapstad kan 'n werkgewer reëlins tref dat sy fabriekshelpers hul jaarlikse verlof neem in die vorm van een week tussen Kersdag en Nuwejaar en die orige gedeelte op gewone of wetlike vakansiedae ten einde die volle getal dae verlof te benut waarvoor voorsiening in subklousule (1) hiervan gemaak word.

(9) Behoudens subklousule (8) hiervan, kan die Vaste Komitee 'n vrystellingsertifikaat uitreik wat die ophoping magtig van verlof wat ingevolge subklousule (1) aan 'n fabriekshelper verskuldig is: Met dien verstande dat in geval van die ophoping van sodanige verlof, die geld wat aan die werknemer verskuldig is vir elke 12 maande verlof, deur die werkgewer gedeponeer moet word by 'n amptenaar van die Raad wat in die vrystellingsertifikaat genoem moet word, om vir sodanige werknemer in trust gehou te word totdat hy die verlof neem wat aan hom verskuldig is, wanneer dit aan hom betaal moet word voordat hy met verlof gaan.

(10) (a) As 'n fabriekshelper in diens van sy werkgewer is op die dag vóór en ook ná die spesiale vakansiedae genoem en nie op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Gelofte dag of Kersdag werk nie; moet sy werkgewer hom ten opsigte van sodanige dag besoldig teen 'n tarief van minstens sy gewone loontarief asof hy op sodanige dag sy gemiddelde gewone werke vir daardie dag van die week gewerk het: Met dien verstande dat as 'n werknemer op die volle of 'n gedeelte van die werkdag onmiddellik voor of na die spesiale vakansiedag van sy werk afwesig is sonder die toestemming van sy werkgewer of sonder om 'n aanvaarbare mediese sertifikaat voor te lê, die werknemer, behoudens die goedkeuring van die betrokke Gesamentlike Raad sy reg om vir sodanige vakansiedag betaal te word, verbeur.

(b) Wanneer 'n fabriekshelper op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Gelofte dag of Kersdag werk, moet sy werkgewer hom besoldig teen 'n tarief van minstens sy gewone loontarief ten opsigte van die totale tydperk op sodanige dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldaar gewerk het nie.

(11) 'n Werkgewer wat voornemens is om 'n aftrekking te doen van die tydperk van jaarlikse verlof wat gewoonlik toegestaan word of ten opsigte van 'n spesiale vakansiedag, moet volle besonderhede van die saak aan die Vaste Komitee voorlê deur tussenkoms van die Gesamentlike Raad vir die betrokke gebied.

(12) 'n Werkgewer moet elke fabriekshelper wat 18 maande of meer ondervinding in die Nywerheid gehad het, 'n vakansiebonus betaal wanneer die verlofbesoldiging wat aan daardie werknemer verskuldig is, aan hom betaal word. Die Vakansiebonus moet oploep teen 'n koers van R2 per week vir elke week diens by dié besondere werkgewer. Vir die toepassing van hierdie subklousule moet aan "diens" die betekenis geheg word wat daaraan by subklousule (4) gegee word, behalwe dat die vakansiebonus nie mag oploep vir 'n tydperk waarin 'n fabriekshelper met verlof afwesig is nie. In die geval van 'n fabriekshelper wat gedurende 'n bepaalde jaar 18 maande ondervinding in die Nywerheid voltooi het, moet die bonus vir daardie jaar oploep slegs vanaf die datum waarop hy sy 18 maande ondervinding, voltooi of voltooi het.

HOOFSTUK 9

DUPLISEERAFDELING

49. TOEPASSINGSBESTEK

Hierdie Hoofstuk is slegs van toepassing ten opsigte van daardie werknemers in diens in die Dupliseerafdeling vir wie loontarië in klousule 51 voorgeskryf word: Met dien verstande egter dat, met uitsondering van algemene werkers, werknemers wie se werkprodukt op 'n besondere dag of dae nie vir regstreekse geldelike beloning aan die werkgewer bedoel is nie maar slegs vir die persoonlike administrasie van die werkgewer se besigheid, nie deur hierdie Hoofstuk gedek word ten opsigte van die dag of dae waarop sodanige werk verrig word nie.

50. WOORDOMSKRYWING

Vir die toepassing van hierdie Hoofstuk, tensy dit onbestaanbaar met die samehang is, beteken—

"dupliseermasjienbediener" 'n werknemer wat 'n dupliseermasjien bedien en wat daarbenewens 'n elektroniese stensilsnymasjien mag bedien;

"dupliseerpapier" 'n werknemer wat dupliseerpapier na standaardgroottes vir herverkoping sny, of vir gebruik in die besigheid van die werknemer se werkgewer, deur middel van 'n krag- of handsnymasjien;

"ondervinding" die tydperk van diens in verband met duplisering soos omskryf, bereken sonder om enige aanpassing te maak ten opsigte van korttyd, deeltydse tyd of oortyd gewerk gedurende sodanige diens, maar uitgesonderd diens as 'n algemene werker;

"general worker" means an employee who is engaged in any one or more of the following capacities, duties or operations:

- (a) Affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;
- (b) affixing printed or ready addressed labels on to bottles, bales, boxes or other packages;
- (c) assembling boxes from shooks by hand;
- (d) assisting on delivery vehicles;
- (e) carrying, moving or stacking goods, or unpacking goods;
- (f) changing wheels or repairing punctures;
- (g) cleaning premises or vehicles, furniture, utensils, filter presses, machinery, implements, tools or other articles on his employer's premises;
- (h) collecting cash in the case of C.O.D. sales, or accepting written orders;
- (i) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot-propelled vehicle;
- (j) feeding or taking off from automatic or semi-automatic machines, moving belt or platform;
- (k) folding or enveloping mail;
- (l) guarding movable property during the business hours of an establishment;
- (m) loading or unloading vehicles;
- (n) making or maintaining fires or removing refuse or ashes;
- (o) making tea or similar beverages for, or serving tea or similar beverages to, employees or his employer or guests, or cooking rations;
- (p) marking, branding or stencilling bales, tins, boxes or other packages by hand;
- (q) nailing boxes by hand or repairing boxes or crates;
- (r) oiling or greasing machinery or vehicles, other than motor vehicles;
- (s) opening or closing doors or windows or bales, boxes or other packages;
- (t) operating a goods lift or hoist;
- (u) packing articles of uniform size and number into containers specially designed to contain such articles, or packing articles or specific groups of articles into containers specially designed to contain such articles, or groups of articles, or packing articles into open containers for local delivery;
- (v) sorting packages, parcels or stencils or wrapping parcels;
- (w) strapping or wiring boxes;
- (x) using rubber or other stamps, involving no discretion;
- (y) washing overalls, uniforms or protective clothing;
- (z) gathering or stapling of duplicated matter.

51. WAGES

(1) No employer shall pay and no employee shall accept wages at rates lower than the following:

(a) Duplicating paper cuttermen

In all areas	1983	1984	1985
	Per week		
	R	R	R
Employed on the operation of a cutting machine designed for operation by power	104,17	121,53	138,89
Employed on the operation of a cutting machine designed solely for manual operation	54,18	63,21	72,24

(b) Typists and stencil cutters

In all areas	1983	1984	1985
	Per week		
	R	R	R
Experience in the Industry			
First year	82,55	96,31	110,07
Second year	94,31	110,03	125,75
Third year	106,08	123,76	141,44
Thereafter	117,91	137,56	157,21

"algemene werker" 'n werknemer wat in diens is in een of meer van ondergenoemde hoedanighede, pligte of werksaamhede:

- (a) Posseëls op briewe, pakkette of ander artikels plak wat gepos moet word, of 'n handfrankeermasjien bedien;
- (b) gedrukte of klaar geadresseerde etikette aan bottels, bale, kiste of ander verpakkings heg;
- (c) kiste van duie met die hand aanmekaar sit;
- (d) op aflewingsvoertuie help;
- (e) goedere dra, verskuif of opstapel of goedere uitpak;
- (f) wiele omruil of lekkie heelmaak;
- (g) persele of voertuie, meubels, werktuie, filterperse, masjinerie, implemente, gereedskap of ander artikels op sy werkgewer se perseel skoonmaak;
- (h) kontant in die geval van K.B.A.-verkope invorder of skriftelike bestellings aanneem;
- (i) briewe, boodskappe of goedere te voet of met 'n trapfiets, driewiel of ander hand- of voetvoertuig aflewer of vervoer;
- (j) outomatiese of halfoutomatiese masjiene, bewegende band of platform voer of daarvan afneem;
- (k) pos opvou of in koevert sit;
- (l) roerende eiendom gedurende die besigheidsure van 'n inrigting bewaak;
- (m) voertuie laai of aflaai;
- (n) vuurmaak of vure aan die gang hou of afval of as verwyder;
- (o) tee of dergelike drankie maak of tee of dergelike drankie opdien aan werknemers of sy werkgewer of gaste, of rantsoene gaarmaak;
- (p) bale, blikke, kiste of ander pakkies met die hand merk, brandmerk of sjabloneer;
- (q) kiste met die hand aanmekaar spyker of kiste of kratte heelmaak;
- (r) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (s) deure of vensters of bale, kiste of ander pakkies oopmaak of toe maak;
- (t) 'n goederehyser of -hystoestel bedien;
- (u) artikels van eenvormige grootte en getal verpak in houers wat spesiaal ontwerp is om sulke artikels te bevat, of artikels of spesifieke groepe artikels verpak in houers wat spesiaal ontwerp is om sulke artikels of groepe artikels te bevat, of artikels in oop houers vir plaaslike aflewering verpak;
- (v) pakkies, pakkette of stensils sorteer of pakkette toedraai;
- (w) bande of draad om kiste sit;
- (x) rubber- of ander stempels gebruik wat geen onderskeidingsvermoë verg nie;
- (y) oorklere, uniforms of beskermende kleres was;
- (z) gedupliseerde werk bymekaarmaak of vaskram.

51. LONE

(1) Geen werkgewer mag laer loontariewe betaal en geen werknemer mag laer loontariewe as ondergenoemde aanneem nie:

(a) Dupliseerpapiersnyers

In alle gebiede	1983	1984	1985
	Per week		
	R	R	R
Werksaam op 'n snymasjien wat ontwerp is vir kragaan drywing	104,17	121,53	138,89
Werksaam op 'n snymasjien wat uitsluitlik vir handaan drywing ontwerp is	54,18	63,21	72,24

(b) Tiksters en stensilsnyers

In alle gebiede	1983	1984	1985
	Per week		
	R	R	R
Ondervinding in die Nywerheid			
Eerste jaar	82,55	96,31	110,07
Tweede jaar	94,31	110,03	125,75
Derde jaar	106,08	123,76	141,44
Daarna	117,91	137,56	157,21

(c) Duplicator operators

Urban areas	1983		1984		1985	
	Per week	Per month	Per week	Per month	Per week	Per month
<i>Experience in the Industry</i>	R	R	R	R	R	R
First year	38,10	165,12	44,45	192,64	50,80	220,16
Second year	48,37	209,66	56,43	244,60	64,49	279,54
Thereafter	58,07	251,65	67,75	293,59	77,43	335,53

Rural areas	1983		1984		1985	
	Per week	Per month	Per week	Per month	Per week	Per month
<i>Experience in the Industry</i>	R	R	R	R	R	R
First year	31,44	136,27	36,68	158,98	41,92	181,69
Second year	38,10	165,12	44,45	192,64	50,80	220,16
Thereafter	45,00	194,86	52,50	227,34	60,00	259,82

Note.—No employee who is in receipt of wages higher than those prescribed in this section shall suffer any reduction in wages whilst employed by the same employer.

(d) General workers

1983

Area	Under 18 years	18 years of age or over
	Per week	Per week
Urban	R 35,90	R 43,48
Rural	32,70	39,07

1984

Area	Under 18 years	18 years of age or over
	Per week	Per week
Urban	R 41,88	R 50,73
Rural	38,15	45,58

1985

Area	Under 18 years	18 years of age or over
	Per week	Per week
Urban	R 47,86	R 57,98
Rural	43,60	52,09

(e) Casual employees shall be paid not less than a full day's wages for each day upon which they are casually employed: Provided that if the period of casual employment exceeds the normal hours for a full day, the hours worked in excess of that day shall be paid for at time and a third of the hourly rate. For the purposes of this paragraph, a casual employee shall be deemed to be an employee who is employed by the same employer on not more than four days in any week, and any employee employed in excess of four days in any week shall be regarded as a regular employee and entitled to at least one week's wages.

(2) An employer shall employ one employee at the highest rate prescribed in subsection (1) (b) of this section before employing any other employees of the classes referred to in that subsection at a lesser rate and shall employ at least one employee at the highest rate prescribed therein for every employee employed at a lesser rate.

(3) For the purpose of ascertaining the wages which shall be payable to an employee of any of the classes referred to in subsection (1), the total experience of the employee in duplicating, irrespective of the establishment where such experience was gained, shall be reckoned.

(4) (a) A day's wages shall be calculated by dividing the weekly wage by six.

(b) For the purpose of ascertaining the hourly rate of wages of an employee, the weekly wages payable in terms of this section shall be divided by the number of hours normally worked in the establishment during the week by employees.

(c) The wage rates prescribed in subsection (1) of this section are inclusive of cost-of-living allowance.

(c) Dupliseermasjienbediener

Stedelike gebiede	1983		1984		1985	
	Per week	Per maand	Per week	Per maand	Per week	Per maand
<i>Ondervinding in die Nywerheid</i>	R	R	R	R	R	R
Eerste jaar	38,10	165,12	44,45	192,64	50,80	220,16
Tweede jaar	48,37	209,66	56,43	244,60	64,49	279,54
Daarna	58,07	251,65	67,75	293,59	77,43	335,53

Plattelandse gebiede	1983		1984		1985	
	Per week	Per maand	Per week	Per maand	Per week	Per maand
<i>Ondervinding in die Nywerheid</i>	R	R	R	R	R	R
Eerste jaar	31,44	136,27	36,68	158,98	41,92	181,69
Tweede jaar	38,10	165,12	44,45	192,64	50,80	220,16
Daarna	45,00	194,86	52,50	227,34	60,00	259,82

Opmerking.—'n Werknemer wat 'n hoër loon ontvang as dié wat in hierdie klousule voorgeskryf word, mag nie 'n laer loon betaal word terwyl hy by dieselfde werkgever in diens is nie.

(d) Algemene werkers

1983

Gebied	Onder 18 jaar	18 jaar of ouer
	Per week	Per week
Stedelik	R 35,90	R 43,48
Platteland	32,70	39,07

1984

Gebied	Onder 18 jaar	18 jaar of ouer
	Per week	Per week
Stedelik	R 41,88	R 50,73
Platteland	38,15	45,58

1985

Gebied	Onder 18 jaar	18 jaar of ouer
	Per week	Per week
Stedelik	R 47,86	R 57,98
Platteland	43,60	52,09

(e) Los werknemers moet vir elke dag waarop hulle los in diens is, minstens 'n volle dag se loon betaal word: Met dien verstande dat as die tydperk van los diens meer is as die gewone ure van 'n volle dag, vir die ure wat bo dié van daardie dag gewerk is, teen minstens een en 'n derde maal die uurloontarief betaal moet word. Vir die toepassing van hierdie paragraaf word 'n los werknemer 'n werknemer geag wat by dieselfde werkgever in diens is op hoogstens vier dae in 'n week, en 'n werknemer wat meer as vier dae in 'n week werk, moet as 'n gereelde werknemer beskou word en op minstens een week se loon geregtig wees.

(2) 'n Werkgever moet een werknemer teen die hoogste tarief wat in subklousule (1) (b) van hierdie klousule voorgeskryf word, in diens hê voordat hy ander werknemers van die klasse in daardie subklousule bedoel, in diens neem teen 'n laer tarief en moet minstens een werknemer in diens hê teen die hoogste tarief wat daarin voorgeskryf word vir elke werknemer wat teen 'n laer tarief in diens is.

(3) Ten einde die loon te bepaal wat betaalbaar is aan 'n werknemer van enigeen van die klasse in subklousule (1) bedoel, moet die totale ondervinding van die werknemer in dupliseerwerk, ongeag die inrigting waarin sodanige ondervinding opgedoen is, in berekening gebring word.

(4) (a) 'n Dag se loon moet bereken word deur die weekloon deur ses te deel.

(b) Ten einde die uurtarief van 'n werknemer se loon te bepaal, moet die weekloon wat ingevolge hierdie klousule betaalbaar is, gedeel word deur die getal ure wat normaalweg in die inrigting gedurende die week deur werknemers gewerk word.

(c) Die loontariewe voorgeskryf in subklousule (1) van hierdie klousule sluit lewenskostoelae in.

(5) An employer shall not require or permit a duplicating paper cutterman to cut or trim printed (as opposed to duplicated) matter or operate a cutting machine for any purpose other than that referred to in the definition of that class of employee in section 50 of this Agreement.

(6) An employer shall require every employee who does the work of a duplicating paper cutterman to submit on each day when such work is done, and such employees shall so submit to their employer, time sheets, which shall be furnished by the employer showing the time spent on the work of a duplicating paper cutterman.

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

52. PIECE-WORK

The giving out by employers and the performance by employees of piece-work and task-work is prohibited.

53. PAYMENT OF EARNINGS AND TERMINATION OF EMPLOYMENT

(1) Wages and payment for overtime shall be paid weekly in full at the rates prescribed, but not later than 12h00 on the Saturday following the close of the working week of the establishment concerned. Where the working week closes on a Saturday, payment shall be made by 12h00 on that day. Casual employees whose engagement terminates before the customary pay-day shall be paid their earnings immediately at the termination of their engagement.

(2) Where it is the practice in an establishment to pay particular employees monthly, such employees shall be paid their wages and all overtime due monthly instead of weekly as indicated in subsection (1) hereof, and in that event monthly employees shall be paid not later than 12h00 on the last working day in the month of the establishment concerned.

(3) All wages and overtime shall be paid in cash.

(4) A weekly employee or his employer shall give not less than one week's notice and a monthly employee or his employer shall give not less than two weeks' notice to terminate the contract of employment: Provided that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognised by law as sufficient, or any agreement between an employee and employer which provides for a period of notice of equal duration on both sides for longer than one week or two weeks, as the case may be. Notice shall not run concurrently with annual leave or any period of military service. The notice referred to herein shall be so given as to take effect in the case of a weekly employee from the usual weekly pay-day of the establishment; and in the case of a monthly employee, from the first or the 15th day of the month, as the case may be.

54. HOURS OF WORK

(1) The ordinary hours of work of any employee shall not exceed 45 hours in any one week and in ascertaining such hours of work, intervals during which meals are taken shall be excluded.

(2) Daily hours of work shall not exceed eight and one sixth hours, excluding, however, periods during which meals are taken, and in the case of the establishment's half-holiday, the hours of work shall not exceed five hours on such half-holiday.

(3) An employer shall arrange the weekly working hours in his establishment so as to allow employees to have one afternoon off per week (other than Sunday).

(4) Employers and employees shall not permit less than eight hours to elapse between the finish of one day's or night's work and the commencement of another by the same employee, and no period of continuous employment shall exceed five hours without a rest period of not less than one hour.

55. OVERTIME

(1) Overtime shall be restricted as much as possible and all hours in excess of 12 hours' overtime in any one month or 30 hours' overtime in any year shall not be permitted by an employer nor undertaken by an employee without the consent of the Council. All overtime shall be payable at the rate of one and a third times the remuneration prescribed in terms of section 51 for the employee.

(2) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(b) pay the employee remuneration at a rate of not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) 'n Werkgewer mag nie van 'n dupliseerpapiersnyer vereis of hom toelaat om gedrukte (in teenstelling met gedupliseerde) werk te sny of af te werk nie of om 'n snymasjien te bedien vir 'n ander doel as dié in die omskrywing van daardie klas werknemers in klousule 50 van hierdie Ooreenkoms bedoel nie.

(6) 'n Werkgewer moet van elke werknemer wat die werk van 'n dupliseerpapiersnyer verrig, vereis om tydstate, wat deur die werkgewer verskaf moet word, elke dag wanneer sulke werk gedoen is, in te dien en sodanige werknemers móét dit by hul werkgewer indien, en op dié tydstate moet die tyd aangetoon word wat aan die werk van 'n dupliseerpapiersnyer bestee is.

(7) 'n Werkgewer moet 'n werknemer wat werk doen wat gewoonlik verrig word deur 'n ander klas werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word wat hoër is as die loon wat sodanige vorige werknemer gewoonlik ontvang, die hoër loontarief betaal vir die hele dag waarop sodanige werk verrig word.

52. STUKWERK

Die uitbesteding deur werkgewers en die verrigting deur werknemers van stukwerk en taakwerk word verbied.

53. BETALING VAN VERDIENSTE EN DIENSBEEÏNDIGING

(1) Lone en betaling vir oortyd moet weekliks ten volle teen die voorgeskrewe tariewe betaal word, maar nie later nie as 12h00 op die Saterdag wat volg op die einde van die werkweek van die betrokke inrigting. As die werkweek op 'n Saterdag eindig, moet betaling voor 12h00 geskied. Los werknemers wie se diens voor die gebruiklike betaaldag eindig, moet hul verdienste onmiddellik by beëindiging van hul diens betaal word.

(2) Waar dit in 'n inrigting gebruiklik is om bepaalde werknemers maandeliks te betaal, moet dié werknemers hul lone en alle verskuldigde oortyd-lone maandeliks in plaas van weekliks betaal word soos in subklousule (1) hiervan bepaal en in dié geval moet maandelikse werknemers nie later nie as 12h00 op die betrokke inrigting se laaste werkdag in die maand betaal word.

(3) Alle lone en oortyd-lone moet in kontant betaal word.

(4) 'n Weeklikse werknemer of sy werkgewer moet minstens een week kennis gee en 'n maandelikse werknemer of sy werkgewer moet minstens twee weke kennis gee om die dienskontrak te beëindig: Met dien verstande dat dit nie die reg van 'n werknemer of 'n werkgewer raak om die dienskontrak om 'n regsgeëldige rede sonder kennisgewing te beëindig nie, of enige ooreenkoms tussen 'n werknemer en werkgewer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur aan albei kante en, na gelang van die geval, vir langer as een week of twee weke. Kennisgewing mag nie met jaarlikse verlof of 'n tydperk van militêre diens saamval nie. Die kennisgewing hierin bedoel, moet só gegee word dat dit ingaan op die gewone weeklikse betaaldag van die inrigting in die geval van 'n weeklikse werknemer en, na gelang van die geval, op die eerste of 15de dag van die maand in die geval van 'n maandelikse werknemer.

54. WERKURE

(1) Die gewone werkure van 'n werknemer moet hoogstens 45 uur in 'n week wees, en by die vasstelling van sodanige werkure is pouses waarin maaltye genuttig word, uitgesluit.

(2) Daaglikse werkure is hoogstens agt en een sesde uur, met uitsondering eger van tydperke waarin maaltye genuttig word, en in die geval van die inrigting se vakansiehalfdag mag die werkure nie meer as vyf uur op die vakansiehalfdag wees nie.

(3) 'n Werkgewer moet die weeklikse werkure in sy inrigting so reël dat dié werknemers in staat stel om een namiddag per week (uitgesonderd Sondag) vry te hê.

(4) Werkgewers en werknemers mag nie toelaat dat minder as agt uur verlof tussen die voltooiing van een dag of nag se werk en die aanvang van 'n ander deur dieselfde werknemer nie en geen tydperk van ononderbroke werk mag langer as vyf uur sonder 'n rustyd van minstens een uur duur nie.

55. OORTYDWERK

(1) Oortydwerk moet sover moontlik beperk word en alle oortydwerk bo 12 uur in 'n maand of 30 uur in 'n jaar mag nie sonder toestemming van die Raad deur 'n werkgewer toegelaat of deur 'n werknemer onderneem word nie. Vir alle oortydwerk moet betaal word teen 'n tarief van een en een derde maal die besoldiging wat vir die werknemer ingevolge klousule 51 voorgeskryf word.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom of—

(a) minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; of

(b) besoldiging betaal teen 'n tarief van minstens een en een derde maal sy gewone loontarief ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae van dié Sondag een dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone loontarief asof hy op dié verlofdag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) All time worked on the establishment's usual half-holiday and on statutory public holidays shall be paid for at the rate of double the ordinary rate of wages prescribed in section 51.

56. LEAVE

(1) An employee shall be granted all statutory holidays and, in addition, shall be entitled to and be granted three consecutive weeks' leave for each year of service with the same employer and shall, in respect of each week thereof, be paid an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date upon which the employee became entitled to annual leave: Provided that where the employer and the employee agree and the consent of the Council is obtained, such leave need not be consecutive: Provided, further, that—

(i) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is on paid sick leave or, except at the written consent of the employee, when he is required to undergo service under the Defence Act; and

(ii) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence with pay.

(2) The leave to which an employee is entitled in terms of subsection (1) shall be granted at a time to be fixed by the employer: Provided that if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates.

(3) An employee whose contract of employment with the same employer terminates—

(a) in the first year of employment with the same employer, after the completion of one month's employment but before the completion of such year; and

(b) in any subsequent year of employment with the same employer before the completion of such year;

shall upon such termination be paid in respect of each completed month of employment an amount of not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination, divided by four.

(4) An employee who has become entitled to a period of leave in terms of subsection (1) and whose employment terminates before such leave has been granted shall, upon such termination, be paid in respect of each week thereof an amount of not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination.

(5) For the purposes of this section, the expression "the same employer" includes—

(a) in the case of the death of an employer, the legal representative, heir, legatee, successor or executor of the estate of that employer;

(b) in the case of insolvency, liquidation or sale of a business, the trustee, liquidator or purchaser of the business;

for the period during which such representative, heir, legatee, successor, executor, trustee, liquidator or purchaser continues to carry on the business in which the employee concerned is employed.

(6) For the purposes of this section, the word "employment" shall be deemed to include any period or periods during which an employee—

(a) is on leave in terms of subsection (1);

(b) service under the Defence Act;

(c) is absent from work on the instructions or at the request of the employer;

(d) is absent from work owing to sickness or accident;

amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c) and (d) and four months in respect of item (b) and shall be deemed to commence from the date on which the employee enters the employer's service or the date when last entitled to leave, whichever may be the later.

(7) An employer shall grant during each year of employment, and an employee shall be entitled to, 12 working days' sick leave on full pay if the establishment in which he is employed works a six-day week, or 10 working days' sick leave on full pay if the establishment in which he is employed works a five-day week: Provided, however, that after an absence of two days, or more, a suitable medical certificate shall be submitted by the employee to his employer.

57. CERTIFICATES OF EMPLOYMENT

An employer shall issue a certificate of employment free of charge to each employee whose wages are based on the length of his experience, at the time when he leaves such employer's service, and forward a copy of such certificate to the honorary secretary of the Joint Board concerned. The certificate shall show the employee's name in full, address, trade and rate of wages paid, together with the dates of his entering and leaving the service of the employer.

58. CONTRIBUTIONS

(1) Every employer shall contribute to the general funds of the Council 4c per week for every employee employed by him for whom wages are prescribed in section 51 (1) (a), (b) or (c).

(3) Vir alle tyd wat op die inrigting se gewone vakansiehalfdag en op wetlike openbare vakansiedae gewerk word, moet betaal word teen dubbel die gewone loontarief wat in klousule 51 voorgeskryf word.

56. VERLOF

(1) 'n Werknemer moet alle statutêre vakansiedae toegestaan word en daarbenewens is hy geregtig op en moet hy drie agtereenvolgende weke verlof toegestaan word vir elke jaar diens by dieselfde werkgever en ten opsigte van elke week daarvan 'n bedrag van minstens die weekloon betaal word wat die werknemer onmiddellik voor die datum waarop die werknemer op jaarlikse verlof geregtig word, betaal word: Met dien verstande dat as die werkgever en die werknemer ooreenkom en die Raad toestemming verleen, dié verlof nie opeenvolgend hoef te wees nie: Voorts met dien verstande dat—

(i) dié verlof nie mag saamval nie met 'n tydperk waartydens die werknemer 'n diensopseggingstermyn uitdien, met siekteverlof met betaling is of, behalwe met die skriftelike toestemming van die werknemer, wanneer hy verplig word om diens kragtens die Verdedigingswet te ondergaan; en

(ii) as 'n openbare vakansiedag binne die verloftydperk val, dié vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met betaling.

(2) Die verlof waarop 'n werknemer ingevolge subklousule (1) geregtig is, moet toegestaan word op 'n tydstop wat deur die werkgever vasgestel word: Met dien verstande dat as die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word.

(3) 'n Werknemer wie se dienskontrak by dieselfde werkgever eindig—

(a) in die eerste diensjaar by dieselfde werkgever ná voltooiing van een maand diens maar voor voltooiing van dié jaar; en

(b) in 'n daaropvolgende diensjaar by dieselfde werkgever vóór voltooiing van dié jaar;

moet by dié beëindiging ten opsigte van elke voltooide maand diens 'n bedrag betaal word van minstens die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur vier.

(4) 'n Werknemer wat ingevolge subklousule (1) op verlof geregtig geword het en wie se diens eindig voordat die verlof toegestaan is, moet, by dié beëindiging, ten opsigte van elke week daarvan 'n bedrag betaal word van minstens die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het.

(5) Vir die toepassing van hierdie klousule is by die uitdrukking "dieselfde werkgever" inbegrepe—

(a) in geval van die afsterwe van 'n werkgever, die regsvertegenwoordiger, erfgenaam, legataris, opvolger of eksekuteur van die boedel van daardie werkgever;

(b) in geval van bankrotskap, likwidasie of die verkoop van die besigheid, die trustee, likwidateur of koper van die besigheid;

vir die tydperk waarin die verteenwoordiger, erfgenaam, legataris, opvolger, eksekuteur, trustee, likwidateur of koper voortgaan om die besigheid te dryf waarin die betrokke werknemer werksaam is.

(6) Vir die toepassing van hierdie klousule word die woord "diens" geag 'n tydperk of tydperke te omvat waarin 'n werknemer—

(a) kragtens subklousule (1) met verlof is;

(b) kragtens die Verdedigingswet diens ondergaan;

(c) op las of op versoek van die werkgever van sy werk afwesig is;

(d) weens siekte of 'n ongeluk van sy werk afwesig is;

wat altesaam hoogstens 10 weke in 'n jaar beloop ten opsigte van punte (a), (c) en (d) en vier maande ten opsigte van punt (b), en dit word geag te begin op die datum waarop die werknemer by die werkgever in diens getree het, of die datum waarop hy laas op verlof geregtig was, naamlik die jongste datum.

(7) 'n Werkgever moet gedurende elke jaar diens 12 werkdae siekteverlof met volle betaling aan 'n werknemer toestaan as die inrigting waarin hy in diens is ses dae per week werk, of 10-werkdae siekteverlof met volle betaling as die inrigting waarin hy in diens is vyf dae per week werk, en 'n werknemer is daarop geregtig: Met dien verstande egter dat na 'n afwesigheid van twee dae, of meer, 'n geskikte doktersertifikaat deur die werknemer aan sy werkgever voorgelê moet word.

57. DIENSSERTIFIKATE

Wanneer 'n werknemer 'n werkgever se diens verlaat, moet die werkgever 'n dienssertifikaat gratis uitreik aan elke werknemer wie se loon gebaseer is op die duur van sy ondervinding, en 'n afskrif van sodanige sertifikaat stuur aan die eresekretaris van die betrokke Gesamentlike Raad. Die sertifikaat moet die werknemer se naam voluit, sy adres, bedryf en loontarief wat betaal word, aantoon, saam met die datums waarop hy tot die diens van die werkgever toegetree en dit verlaat het.

58. BYDRAES

(1) Elke werkgever moet 4c per week vir elke werknemer by hom in diens en vir wie 'n loon in klousule 51 (1) (a), (b) of (c) voorgeskryf word, tot die algemene fondse van die Raad bydra.

(2) Contributions to the general funds shall be paid monthly by the employer to the Secretary of the Council at his address not later than 30 days after accrual.

(3) All funds or moneys received in terms hereof shall be administered in terms of the constitution of the Council.

59. TRADE UNION MEMBERSHIP

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

(2) Employers shall encourage employees to become members of the trade union.

60. REGISTRATION OF EMPLOYERS AND NOTICE TO BE EXHIBITED

(1) Every employer engaged in duplicating at the date on which this Agreement comes into operation shall forward in writing to the secretary of the Joint Board of the area in which he is operating, the following particulars concerning himself:

- (a) Full name;
- (b) business address;
- (c) the trade or trades which he is carrying on;
- (d) the address at which any plant or equipment is housed.

(2) The particulars required under subsection (1) hereof shall within one month of commencing business also be furnished by all employers who become engaged in duplicating after the date on which this Agreement comes into operation.

(3) Where the employer is a corporate body or a partnership, information in accordance with subsection (1) hereof shall be furnished in respect of each director or partner, as the case may be. The name under which the corporate body or partnership is carrying on business shall also be furnished. In the event of any change among the partners or among the directors, as the case may be, particulars of such change shall be furnished in writing, within one month, to the secretary of the Joint Board concerned.

(4) Every employer engaged in duplicating shall exhibit a copy of this Chapter in a prominent position in his establishment, which is accessible to his employees.

CHAPTER 10

EXEMPTIONS AND MISCELLANEOUS

61. EXEMPTIONS

(1) Subject to the provisions of subsection (4) hereof and section 51 (3) of the Act, special exemption from the terms of this Agreement may be granted by the Standing Committee, which shall, in fixing the wages and other conditions under which an exempted person may be employed, give consideration to the recommendation of the Joint Board for the area concerned.

(2) The Secretary of the Council shall issue to every person or establishment granted exemption a certificate or licence signed by him for and on behalf of the Standing Committee, setting out the wages to be paid and the conditions which are a departure from the conditions laid down in this Agreement.

(3) The Standing Committee may, after one week's notice in writing to the employee and employer concerned, withdraw any exemption, whether or not the period for which exemption was originally granted has expired.

(4) Provided the Minister publishes a notice in the *Government Gazette* in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, the terms of this Agreement (in respect of hours of work, including the provisions relating to overtime, Sunday work and certain public holidays) shall take precedence over sections 19 and 20 of the Factories, Machinery and Building Work Act.

62. WITHDRAWAL OF CERTIFICATES OF REGISTRATION

After one week's notice in writing to the employer and the employee concerned, the Standing Committee may withdraw any written permission granted, authorising the employment of a learner printers' attendant, process moulder, platen pressman or litho operative or an employee employed in terms of section 25 (7), (12) or (14) (h) and may, without prior notice, withdraw any certificate of registration as a quarter binder.

63. INTERPRETATION OF AGREEMENT

(1) The Executive Committee or Standing Committee and Joint Boards shall, subject to the general control and direction of the Council, be the bodies responsible for the administration of this Agreement.

(2) The Executive Committee and the Standing Committee may issue rulings not inconsistent with the provisions of this Agreement or any legal interpretation thereof, for the guidance of employers and employees.

(2) Bydraes tot die algemene fondse moet maandeliks binne 30 dae na die datum waarop dit verskuldig geword het, deur die werkgewer aan die Sekretaris van die Raad by sy adres betaal word.

(3) Alle fondse of geld wat hierkragtns ontvang word, moet ooreenkomstig die konstitusie van die Raad geadministreer word.

59. LIDMAATSKAP VAN VAKVERENIGING

(1) Die werkgewers moet met die werknemers saamwerk vir die handhawing van die tug van die vakvereniging. As 'n werknemer wat lid van die vakvereniging is, weens versuim onder straf staan wat deur die vakvereniging opgelê is, moet die saak deur die betrokke Gesamentlike Raad behandel word, wat kan vereis dat die betrokke werkgewer die werknemer wat weens wanprestasie straf opgelê is, ontslaan as die strafbepaling nie nagekom word nie.

(2) Werkgewers moet werknemers aanmoedig om lid van die vakvereniging te word.

60. REGISTRASIE VAN WERKGEWERS EN KENNISGEWING WAT VERTOON MOET WORD

(1) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree, dupliseerwerk uitvoer, moet skriftelik aan die sekretaris van die Gesamentlike Raad van die gebied waarin hy besigheid doen, onderge-noemde besonderhede oor homself indien:

- (a) Naam voluit;
- (b) besigheidsadres;
- (c) die bedryf of bedrywe wat hy uitvoer;
- (d) die adres waar die installasie of uitrusting gehuisves is.

(2) Die besonderhede hiervan vereis, in subklousule (1) moet ook binne een maand nadat die besigheid 'n aanvang geneem het, verstrekk word deur alle werkgewers wat ná die datum waarop hierdie Ooreenkoms in werking tree, met dupliseerwerk begin.

(3) Ingeval die werkgewer 'n liggaam met regs persoonlikheid of 'n vennootskap is, moet inligting ingevolge subklousule (1) hiervan ten opsigte van elke direkteur of vennoot, na gelang van die geval, verstrekk word. Die naam waaronder die liggaam met regs persoonlikheid of vennootskap besigheid dryf, moet ook verstrekk word. In geval van 'n verandering van vennote of direkteure, na gelang van die geval, moet besonderhede van so 'n verandering skriftelik binne een maand aan die sekretaris van die Gesamentlike Raad gestuur word.

(4) Elke werkgewer wat dupliseerwerk doen, moet 'n eksemplaar van hierdie Hoofstuk in sy inrigting vertoon op 'n opvallende plek wat maklik vir sy werknemers toeganklik is.

HOOFSTUK 10

VRYSTELLING EN DIVERSE BEPALINGS

61. VRYSTELLINGS

(1) Behoudens subklousule (4) hiervan en artikel 51 (3) van die Wet mag spesiale vrystelling van die bepalinge van hierdie Ooreenkoms verleen word deur die Vaste Komitee wat, wanneer hy die lone en ander voorwaardes bepaal waarop 'n vrygestelde persoon in diens geneem mag word, oorweging moet skenk aan die aanbeveling van die Gesamentlike Raad vir die betrokke gebied.

(2) Die Sekretaris van die Raad moet aan elke persoon of inrigting aan wie vrystelling verleen word, 'n sertifikaat of lisensie uitreik wat deur hom namens die Vaste Komitee onderteken is waarin die lone wat betaal moet word en die voorwaardes wat afwyk van die voorwaardes in hierdie Ooreenkoms voorgeskryf, gemeld word.

(3) Die Vaste Komitee mag, nadat aan die betrokke werkgewer en werknemer een week skriftelik kennis gegee is, die vrystelling herroep, hetsy die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(4) Mits die Minister ingevolge artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, 'n kennisgewing in die *Staatskoerant* publiseer, moet hierdie Ooreenkoms (ten opsigte van werkure, met inbegrip van die bepalinge betreffende oortyd, Sondagwerk en sekere openbare vakansiedae) voorrang geniet bo artikels 19 en 20 van die Wet op Fabriek, Masjinerie en Bouwerk.

62. INTREKKING VAN REGISTRASIESERTIFIKATE

Na een week skriftelike kennisgewing aan die betrokke werkgewer en werknemer, kan die Vaste Komitee skriftelike toestemming wat verleen is en wat die indiensneming magtig van 'n leerling-drukkershulp, -chemie-monteerder, -degelpersdrukker of -litobediener of van 'n werknemer wat in diens is ooreenkomstig klousule 25 (7), (12) of (14) (h), intrek, en kan hy sonder kennis vooraf 'n sertifikaat van registrasie as 'n kwartbinder intrek.

63. UITLEG VAN OOREENKOMS

(1) Die Uitvoerende Komitee of Vaste Komitee en Gesamentlike Rade is die liggame wat, behoudens die algemene beheer en bestuur van die Raad, vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

(2) Die Uitvoerende Komitee en die Vaste Komitee kan vir die leiding van werkgewers en werknemers beslissings uitvaardig wat nie met die bepalinge van hierdie Ooreenkoms of enige regsvertolking daarvan strydig is nie.

64. COUNCIL'S AGENTS

The Executive Committee shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. In addition to any such specified persons, the officials of the Council shall be regarded as agents. It shall be the duty of employers and employees who are members of the employers' organisations and the trade union respectively to permit such agents to institute such inquiries and to examine time and wage registers and interrogate such employees as may be necessary for ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

65. AMENDMENT OF AGREEMENT

Notwithstanding anything to the contrary, this Agreement shall, by the decision of a full meeting of the Council, be subject to amendment at any time.

66. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions confer a benefit or impose an obligation upon the employer or employee concerned. Each provision, subsection or section shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, subsection or section of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister either before or after publication of this Agreement in the *Government Gazette* by the Minister, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

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

Signed at Johannesburg this 21st day of July 1982.

H. W. MILLER, Employers' Representative: Chairman of the Council.

M. DEYSEL, Employees' Representative.

R. F. CROWTHER, Secretary of the Council.

No. R. 2745

24 December 1982

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941**PRINTING AND NEWSPAPER INDUSTRY**

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, published under Government Notice R. 2744 of 24 December 1982, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower.

No. R. 2746

24 December 1982

LABOUR RELATIONS ACT, 1956**PRINTING AND NEWSPAPER INDUSTRY.—
GENERAL BENEFIT FUNDS AGREEMENT**

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon the employers' organisa-

64. AGENTE VAN DIE RAAD

Die Uitvoerende Komitee moet een of meer aangewese persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Benewens sulke gespesifiseerde persone moet die beampies van die Raad as agente beskou word. Dit is die plig van werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakvereniging is om dié agente toe te laat om die ondersoek in te stel en om tyd- en loonregisters na te gaan en om die werknemers te ondervra soos nodig mag wees om te bepaal of hierdie Ooreenkoms nagekom word, en niemand mag gedurende die ondersoek voor sulke agente 'n valse verklaring afleë nie.

65. WYSIGING VAN OOREENKOMS

Ondanks andersluidende bepalings is hierdie Ooreenkoms by besluit van 'n volle vergadering van die Raad te eniger tyd onderworpe aan wysiging.

66. ALGEMEEN

Geen werkgewer of werknemer mag die bepalings van hierdie Ooreenkoms tersyde stel nie, hetsy genoemde bepalings vir die betrokke werkgewer of werknemer 'n voordeel of verpligting verteenwoordig of nie. Elke bepaling, subklousule of klousule skeep, na gelang van die geval, 'n reg of 'n verpligting wat onafhanklik is van ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms vóór of ná publikasie in die *Staatskoerant* deur die Minister, nie bindend is nie of *ultra vires* die bevoegdheid van die partye of die Minister is, maak dit hoegenaamd geen inbreuk op die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit word, verklaar ondergetekende gemagtigde beampies van die Raad hierby dat bostaande die Ooreenkoms is waartoe geraak is en heg hulle hul handtekening daarby aan.

Geteken te Johannesburg op hede die 21ste dag van Julie 1982.

H. W. MILLER, Werkgewers se Verteenwoordiger: Voorsitter van die Raad.

M. DEYSEL, Werknemers se Verteenwoordiger.

R. F. CROWTHER, Sekretaris van die Raad.

No. R. 2745

24 Desember 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941**DRUK- EN NUUSBLADNYWERHEID**

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing, gepubliseer by Goewermentskennisgewing R. 2744 van 24 Desember 1982, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekrag.

No. R. 2746

24 Desember 1982

WET OP ARBEIDSVERHOUDINGE, 1956**DRUK- EN NUUSBLADNYWERHEID.—ALGEMENE BYSTANDSFONDSEOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat ge-

tions and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) 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 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

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 Labour Relations Act, 1956, by and between

The South African Printing and Allied Industries Federation
and

The Newspaper Press Union of South Africa

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

The South African Typographical Union

(hereinafter referred to as the "employees" or 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. 2744 dated 24 December 1982, hereinafter referred to as the "Main Agreement".

(2) This Agreement shall come into operation on such date as may be determined by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, hereinafter referred to as the "Act" and shall remain in force until 31 December 1985, 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 Agreements 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 Director-General of Manpower. The Executive Committee shall also have power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

noemde Ooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) 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 1985 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroop in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

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

ALGEMENE BYSTANDSFONDSEOOREENKOMS

ingevoelge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aange-
gaan tussen

The South African Printing and Allied Industries Federation
en

The Newspaper Press Union of South Africa

(hierna die "werkgevers" of die "werkgeversorganisasies" genoem),
aan die een kant, en

The South African Typographical Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die
ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuus-
bladnywerheid 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 werkgevers-organisasies en deur alle lede van die vakvereniging wat in diens is in die Druk- en Nuusbladnywerheid soos omskryf in die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 2744 van 24 Desember 1982, hierna die "Hoofdooreenkoms" genoem.

(2) Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Mannekrag vasgestel word kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, hierna die "Wet" genoem, en bly van krag tot 31 Desember 1985, 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 inge-
volge die ooreenkomste wat by Goewermmentskennisgewings 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 die Fondse ge-
noem in klousule 2 beheer het en hierdie regulasies word geag herroep en
nietig te wees: Met dien verstande egter dat die publikasie van hierdie
Ooreenkoms geen uitwerking mag hê op enigiets wat wetlik gedoen of gely
is ingeвоelge sodanige vorige regulasies nie.

4. GESAMENTLIKE WERKLOOSHEIDSFONDSE

(1) Die doel met die Gesamentlike Werkloosheidsfonds is die verlening
van bystand aan lede van die Fonds wat normaalweg in diens is in die
Druk- en Nuusbladnywerheid, soos in die Hoofdooreenkoms omskryf, ge-
durende 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 bepalings wat in Aanhangsel A van hierdie Ooreenkoms uiteen-
gesit 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 bepalings van hierdie
Ooreenkoms, die Wet of die Aanhangsels hiervan betreffende die admini-
strasie van die Fonds is nie. 'n Kopie van alle sodanige reëls en alle
wysigings daarvan moet by die Direkteur-generaal van Mannekrag inge-
dien word. Die Uitvoerende Komitee het ook die bevoegdheid om na
goeddunke reëlings te tref betreffende die betaling uit die Fonds van admini-
strasiekoste.

(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 employers, who have been engaged in the Printing and Newspaper Industry and who are not eligible for the retirement allowance of the Pension Fund of the Council.

(2) The provisions set out in Annexure B to this Agreement shall be those presently applicable to the Fund and, subject to the provisions of sections 19, 20, and 21 hereof, shall remain in force until such provisions are amended in terms of section 48 of the Act.

(3) The Executive Committee of the Council shall have the power to make and amend rules not inconsistent with the provisions of this Agreement, the Act or the Annexures hereto relating to the administration of the Fund. A copy of all such rules and any amendments thereof shall be lodged with the Director-General of Manpower. 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 Director-General of Manpower. 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 referred to 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 referred to 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 referred to 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 Director-General of Manpower. 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) 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 aftreetoelae van die Pensioenfonds van die Raad nie.

(2) Die bepalings wat in Aanhangsel B van hierdie Ooreenkoms uiteengesit is, is dié wat tans op die Fonds 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.

(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 Direkteur-generaal van Mannekrag ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om na goeëddunke reëlings te tref 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 word.

(2) Behoudens subklousule (3) hiervan, is so 'n toelae na goeëddunke van die Staande Komitee van die Raad betaalbaar en iemand aan wie '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 Direkteur-generaal van Mannekrag ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om na goeëddunke reëlings te tref 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 kragtens klousule 18 van die Hoof-ooreenkoms betaal word, in gevalle van siekte of ongelukke te help met die bestryding van uitgawes deur hulle aangegaan vir mediese of chirurgiese dienste, hospitaalbehandeling en verpleging, hetsy ten opsigte van hulleself of hul bona fide-afhanklikes.

(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 in subklousules (2) en (5) bedoel, moet die Fonds beheer en geadminestreer word deur die Beheerraad van die vakvereniging.

(4) Behoudens subklousules (1), (2) en (5) hiervan, kan die Beheerraad van die vakvereniging na goeëddunke—

(a) die betaling magtig van eise teen die Fonds kragtens die bepalings in subklousule (2) hiervan bedoel, of aan beampes 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 in subklousule (2) hiervan bedoel; en

(c) beampes van die vakvereniging wat deur hom benoem word, magtig om tjeks te teken op 'n 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 is met die bepalings van hierdie Ooreenkoms, die Wet of die Aanhangsels hiervan betreffende die administrasie van die Fonds nie. 'n Kopie van alle sodanige reëls en alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om na goeëddunke reëlings te tref 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 purpose 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 Director-General of Manpower. 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 for 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.

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;

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 geadmistreer word na goeddunke van die Staande Komitee van die Raad, en die Komitee kan—

(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 besluit;

(b) geld uit hierdie Fonds deponeer by bougenootskappe en geld wat aldus gedeponeer is of ander bates van die Fonds seeder, oormak, oordra, verpand en beswaar as kollaterale sekuriteit vir voorskotte wat deur bougenootskappe aan lede van die Fonds gedoen word;

(c) enige twee van die Sekrearis, die Assistent-sekretaris of die Rekenmeester van die Raad magtig om alle nodige aansoeke te teken om vaste deposito's, akte van afstanddoening, borgtog of 'n ander dokument wat nodig is in verband met 'n transaksie wat hy goedkeur.

(3) Alle bedrae in die krediet van die Behuisingsfondse rekening in die boeke van die Raad wat na die mening van die Uitvoerende Komitee van die Raad nie langer nodig is vir die doel van die 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 toelae aan werknemers wat hul gewone werk verloor het of wat 'n vermindering in hul verdienvermoë gely het as 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 word, 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 is met die bepalinge van hierdie Ooreenkoms, die Wet of die Aanhangsels hiervan betreffende die administrasie van die Fonds nie. 'n Kopie van alle sodanige reëls en alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om na goeddunke reëlings te tref 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 sodanige opleidingskemas vir werknemers in die Nywerheid te finansier of vir sodanige ander doeleindes as waartoe die Raad van tyd tot tyd 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 die Mediese Hulpfonds betaal word ooreenkomstig die Hoofdooreenkoms.

(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 opsy gesit, 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 'n 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 oorgeplaas word om die administrasiekoste van die Opleidingskemasfonds te dek.

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

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

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

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 Director-General of Manpower.

(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 creditor, or of vesting in any other person whomsoever in any capacity. Such benefits shall be determined absolutely and be wholly forfeited for the benefit of the Fund concerned on the happening of any of the following events:

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

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

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

Provided that the total payments to any such person (and/or dependants) shall not exceed at any time the amount which would have been payable at that time if the benefits had not been determined and forfeited as aforesaid. Further, any benefits due or payable to any person, but not yet paid, shall

gedurende die betrokke tydperk, tesame met 'n balansstaat wat die bates en laste van die Fondse soos aan die einde van elke halfjaar toon. Juiste 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 binne drie maande na die einde van die tydperk wat daardeur gedek word, aan die Direkteur-generaal van Mannekrag gestuur word.

(2) Alle geld wat nie vir lopende betalings en uitgawes nodig is nie, moet slegs op onderstaande wyse belê word:

- (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 geregiereerde bogenootskappe of banke; of
- (e) op 'n ander wyse wat deur die Nywerheidsregistrateur goedgekeur word.

14. BETALING VAN BYSTAND

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

15. SKULDVERGELYKING

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

16. APPEL

'n Eiser of ander persoon wat ontevrede is met 'n beslissing insake sy aansoek kan binne 'n tydperk van een maand ná die beslissing by die Uitvoerende Komitee van die Raad teen so 'n beslissing appelleer. 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 appel by die Raad indien, en het hy die reg om voor die Raad te verskyn ter staving van sy appel. Die beslissing van die Raad is afdoende en bindend vir almal.

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 watter wyse ookal deur hom verveem 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 volkome vasgestel en geheel en al 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 watter wyse ookal ten gunste van sy krediteur oorgee of oordra;
 - (ii) voorgee om 'n deel van of al die bystand wat aan hom toeval of aan hom betaalbaar is, te sedeer, oor te dra, oor te maak, te verpand, te verhipotekeer of op watter wyse te verveem;
 - (iii) in 'n Staatsondersteunde inrigting of sielsiekegestig opgeneem word;
 - (b) indien 'n krediteur van die betrokke persoon voorgee om kragtens 'n lasbrief vir eksekusie beslag te lê op al die bystand of 'n deel daarvan wat aan hom uit die Fondse toeval of aan hom daaruit betaalbaar is, of dit te verkoop, of beslag daarop laat lê of dit laat verkoop.
- (3) Ingeval iemand sy bystand verbeur soos hierbo genoem, kan die Staande Komitee van die Raad na goeddunke 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 ag vir sy onderhoud, en/of

(b) aan die afhanklikes van so 'n persoon die bedrag of bedrae wat hy nodig ag vir die onderhoud van dié afhanklikes:

Met dien verstande dat die totale betalings aan so 'n persoon (en/of afhanklikes) te eniger tyd hoogstens die bedrag mag wees wat op daardie tydstip betaalbaar sou gewees het indien die bystand nie, soos hierbo genoem, vasgestel en verbeur is nie. Daarbenewens moet alle bystand wat aan iemand verskuldig of betaalbaar is maar nog nie betaal is nie, onmiddellik

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 FUNDS

Should the Council decide that one or other of the Funds established in terms hereof should be discontinued, 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 its ceasing to function during any period while this Agreement is binding in terms of section 34 (2) of the Labour Relations 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.

(3) Any vacancy occurring on the committee referred to in subsection (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

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 goeddunke van die Staande Komitee aan die weduwe 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 aldus 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 bepalings van toepassing indien die Raad versuim om binne 'n tydperk van ses maande vanaf dié besluit te besluit vir watter doel die onbestede balans van daardie Fondse gebruik moet word:

(1) In die geval van die N.N.R. se Bystandsfonds, Gesondheidsfonds of Behuisingsfonds moet die onbestede balans na die Gesamentlike Werkloosheidsfonds oorgeplaas word;

(2) in die geval van die Gesamentlike Werkloosheidsfonds moet die onbestede balans na die Pensioenfonds oorgeplaas word;

(3) in die geval van die Mediese Hulpfondse 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 Oortolligheidsfonds moet die onbestede balans in die algemene fonds van die Raad betaal word; en

(5) in die geval van die Opleidingskema-fonds moet die onbestede balans aan die werkgewersorganisasies betaal word: Met dien verstande dat 'n eweredige terugbetaling eers deur die Raad gedoen moet word aan 'n 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 'n 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 gelikwider word. Gedurende die genoemde tydperk van twee jaar of totdat hulle voortgesit word by 'n ander ooreenkoms of oorgeplaas word na 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 die tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet op Arbeidsverhoudinge, 1956, moet die Fondse geadministreer word deur 'n komitee saamgestel soos bepaal in subklousule (1) totdat die Ooreenkoms verstryk, waarna die Fondse gelikwider moet word.

(3) 'n Vakature wat ontstaan in die komitee bedoel in subklousules (1) en (2) moet gevul word deur die party wat die lid benoem het wie se plek gevul moet word. Indien 'n party om watter rede ook al versuim om die lede van die komitee te benoem, kan die Nywerheidsregistrator hulle kies uit werkgewers en werknemers in die Nywerheid ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Die komitee moet al die bevoegdhede van die Raad en die Uitvoerende en die Staande Komitee 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 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 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 die balans wat oorbly na betaling van die likwidasië-koste moet, indien die Nywerheidsregistrator aldus gelas, oorgeplaas word op 'n ander fonds of fondse ingestel vir die voordeel van werknemers vir die Druk- en Nuisbladnywerheid van dieselfde klasse as die begunstigdes van die Fondse, of by gebrek aan so 'n lasgawing moet daarvoor beskik word ooreenkomstig klousule 19 van hierdie Ooreenkoms. Indien die sake van die Raad in daardie stadium reeds

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 Labour Relations 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 shall be The Joint Unemployment Fund of the National Industrial Council of the Printing and Newspaper Industry of South Africa.

2. OBJECTS

The purpose of the Fund is the provision of benefits to members, as defined in section 18 hereof, 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. The benefits payable to members who are "contributors" under the Unemployment Insurance Act, 1966, in terms hereof are in addition to those payable in terms of that Act.

3. QUALIFICATIONS FOR PAYMENT OF BENEFITS

An applicant 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 had 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, had 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, 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 or 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.

4. 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 personally produce his contribution card and an acceptable medical certificate that he is unable to attend work because of his sickness, or arrange for this to be done by some other person on his behalf where he is unable to attend personally.

5. 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 referred to in paragraph 8 (2) (a), which are payable under the circumstances in paragraphs 3 and 8, 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.

6. SPECIAL PROVISION REGARDING PERSONS WHO HAVE BEEN TRANSFERRED FROM SEMI-SKILLED TO SKILLED WORK

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

afgewikkel en sy bates verdeel is, moet oor die bedrag wat die algemene fonds toekom, beskik word soos voorgeskryf by artikel 34 (4) van die Wet op Arbeidsverhoudinge, 1956.

(2) Die Fondse moet gelikwied 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. DOELSTELLINGS

Die doel met die Fonds is die verskaffing van bystand aan lede, soos in klousule 18 hiervan omskryf, in 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. Die bystand betaalbaar aan lede wat ingevolge hierdie bepaling "bydraers" is kragtens die Werkloosheidsversekeringswet, 1966, is benewens dié wat kragtens daardie Wet betaalbaar is.

3. KWALIFIKASIES VIR BETALING VAN BYSTAND

'n Aansoeker om bystand moet bewys lewer dat—

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

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

(3) 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) hy beskikbaar vir werk is maar nie in staat is om werk te kry 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", 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 aansoeker se gesin;

(5) sy werkloosheid nie toe te skryf is aan stopsetting van werk of 'n ander oorsaak wat in stryd is met die beslissings of die Konstitusie van die Raad nie;

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

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

4. BYDRAEKAART MOET VOORGELÊ WORD WANNEER BYSTAND GEËIS WORD

'n Aansoeker om werkloosheidsbystand moet aan die plaaslike agent van die Raad sy bydraekaart voorlê en, waar dit van toepassing is, die diensertifikaat wat aan hom deur sy werkgever uitgereik is toe sy diens beëindig is. Desgelyks moet 'n aansoeker om siektebystand of persoonlik sy bydraekaart voorlê 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.

5. SPESIALE BEPALING BETREFFENDE BETALING VAN SIEKTE-BYSTAND AAN PERSONE WAT ONAKTIEWE LEDE VAN DIE S.A. TYPOGRAPHICAL UNION WAS

Siektebystand, uitgesonderd dié in paragraaf 8 (2) (a) bedoel, wat betaalbaar is onder die omstandighede in paragrawe 3 en 8 bedoel, 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 voordat 'n tydperk van minstens ses maande verloop het vanaf die datum na sodanige oorplasing waarop 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 in die geval van iemand wat 20 jaar of langer gewone lidmaatskap van die vakvereniging op die datum van sy oorplasing na onaktiewe lidmaatskap gehad het nie.

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

'n Lid wat van Graad II-lidmaatskap na Graad I-lidmaatskap oorgeplaas word, is geregtig op die bystand wat hierkragtens aan Graad II-lede betaalbaar is slegs vir 'n tydperk van een jaar vanaf die datum van sy oorplasing na Graad I-lidmaatskap of vir dié verdere tydperk wat die Staande Komitee van die Raad, na oorweging van die aanbeveling van die Beheerraad van die S.A. Typographical Union, bepaal.

7. 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.

8. BENEFITS PAYABLE

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 the total period over which unemployment benefits may be received shall not exceed 26 weeks in all during any period of 12 months from the first date of unemployment within that period of 12 months: Provided further that the benefits payable in respect of unemployment or in terms of paragraph 8 (2) (b) hereof shall not exceed one week's benefits for every six weekly contributions.

(1) Unemployment benefits

(a) For any period up to 26 weeks of unemployment a member who is not a "contributor" in terms of the Unemployment Insurance Act, 1966, shall be paid from the Fund at the following rates:

Grade I members: R70 per week.

Grade II members: R30 per week.

Grade III and IV members: R20 per week.

(b) For any period up to the first week of unemployment a member, who is a "contributor" in terms of the Unemployment Insurance Act, 1966, shall be paid from the Fund at the following rates:

Grade I members: R70 per week.

Grade II members: R30 per week.

Grade III and IV members: R20 per week.

(c) For the balance of any period up to 25 weeks of unemployment such a member shall be paid from the Fund at the following rates:

Grade I members: R30 per week.

Grade II members: R15 per week.

Grade III and IV members: R7,50 per week.

(2) Sickness benefits

(a) For any period up to the first three working weeks of sickness in any calendar year the member shall, on production of an acceptable medical certificate, be paid 75 per cent of his normal wage by his employer who will, on request to the local agent of the Council having jurisdiction and on production of the medical certificate referred to, as well as the contribution card of the member, be refunded from the Fund at the following rates:

Grade I members: R42,50 per week.

Grade II members: R21,25 per week.

Grade III and IV members: R15 per week:

Provided that—

(i) in the first 12 months of employment in the Industry an employee shall not be entitled to the benefit mentioned at a rate of more than, in the case of an employee who works a five-day week, one working day's benefit in respect of each completed period of five weeks of employment and, in the case of every other employee, one working day's benefit 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 required by a certificate of exemption to pay to the employee an amount of not less than his ordinary remuneration for the period of incapacity;

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

(b) For the balance of any period over which a member, who is not a "contributor" in terms of the Unemployment Insurance Act, 1966, may be entitled to sickness benefits in terms hereof, up to a further 23 working weeks in any calendar year, the following payments shall be made from the Fund on production of an acceptable medical certificate as well as the contribution card of the member:

Grade I members: R70 per week.

Grade II members: R30 per week.

Grade III and IV members: R20 per week.

7. DISKwalIFIKASIE OM BYSTAND TE ONTVANG 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 'n verdere tydperk wat die betrokke Gesamentlike Raad of die Staande Komitee van die Raad vasstel, nie op werkloosheidsbystand geregtig nie.

8. BYSTAND BETAALBAAR

Iemand wat die bepalinge hiervan nagekom het, moet gedurende tye van werkloosheid of siekte bystand betaal word teen die tariewe hieronder voorgeskryf: Met dien verstande egter dat die totale tydperk waarvoor werkloosheidsbystand ontvang mag word, altesaam hoogstens 26 weke mag wees gedurende die tydperk van 12 maande vanaf die eerste datum van werkloosheid binne dié tydperk van 12 maande: Voorts met dien verstande dat die bystand wat ten opsigte van werkloosheid of ingevolge paragraaf 8 (2) (b) hiervan betaalbaar is, hoogstens een week se bystand vir elke ses weeklikse bydraes mag wees.

(1) Werkloosheidsbystand

(a) Vir elke tydperk tot 26 weke van werkloosheid moet 'n lid wat nie 'n "bydraer" kragtens die Werkloosheidsversekeringswet, 1966, is nie teen die volgende tariewe uit die Fonds betaal word:

Graad I-lede: R70 per week.

Graad II-lede: R30 per week.

Graad III- en IV-lede: R20 per week.

(b) Vir elke tydperk tot die eerste week van werkloosheid moet 'n lid wat 'n "bydraer" kragtens die Werkloosheidsversekeringswet, 1966, is teen die volgende tariewe uit die Fonds betaal word:

Graad I-lede: R70 per week.

Graad II-lede: R30 per week.

Graad III- en IV-lede: R20 per week.

(c) Vir die res van elke tydperk tot 25 weke van werkloosheid moet sodanige lid teen die volgende tariewe uit die Fonds betaal word:

Graad I-lede: R30 per week.

Graad II-lede: R15 per week.

Graad III- en IV-lede: R7,50 per week.

(2) Siektebystand

(a) Vir elke tydperk tot die eerste drie werkweke met siekte in 'n kalenderjaar moet die lid, by voorlegging van 'n aanvaarbare doktersertifikaat, 75 persent van sy gewone loon deur sy werkgever betaal word wat, op versoek by die plaaslike agent van die Raad wat regsbevoegdheid het en by voorlegging van gemelde doktersertifikaat asook die lid se bydraekaart, teen die volgende tariewe uit die Fonds vergoed moet word:

Graad I-lede: R42,50 per week.

Graad II-lede: R21,25 per week.

Graad III- en IV-lede: R15 per week:

Met dien verstande dat—

(i) gedurende die eerste 12 maande diens in die Nywerheid 'n werknemer wat 'n werkweek van vyf dae het, geregtig is op die gemelde bystand teen hoogstens een werkdag se bystand vir elke voltooide tydperk van vyf weke diens en in die geval van alle ander werknemers, een werkdag se bystand vir elke voltooide maand diens;

(ii) waar 'n werkgever regtens verplig is om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal en hy dié gelde ten opsigte van ongeskiktheid wel 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 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan die werkgever deur 'n vrystellingssertifikaat verplig is om 'n bedrag van minstens sy gewone besoldiging vir die tydperk van ongeskiktheid 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 tweede volgende maand geëis word, geen terugbetaling gedoen word nie, tensy die Staande Komitee anders besluit.

(b) Vir die res van die tydperk waarin 'n lid wat nie 'n "bydraer" kragtens die Werkloosheidsversekeringswet, 1966, is nie, ingevolge die bepalinge hiervan op siektebystand geregtig is tot 23 werkweke in 'n kalenderjaar, moet die volgende bedrae uit die Fonds aan hom betaal word by voorlegging van 'n aanvaarbare doktersertifikaat asook die lid se bydraekaart:

Graad I-lede: R70 per week.

Graad II-lede: R30 per week.

Graad III- en IV-lede: R20 per week.

(c) For the balance of any period over which a member, who is a "contributor" in terms of the Unemployment Insurance Act, 1966, may be entitled to sickness benefits in terms hereof, up to a further two working weeks in any calendar year, the following payments shall be made from the Fund on production of an acceptable medical certificate as well as the contribution card of the members:

Grade I members: R70 per week;

Grade II members: R30 per week;

Grade III and IV members: R20 per week;

and thereafter, up to an additional 21 working weeks in any calendar year, the following payments shall be made from the Fund on production of an acceptable medical certificate as well as the contribution card of such a member:

Grade I members: R30 per week.

Grade II members: R15 per week.

Grade III and IV members: R7,50 per week.

(d) 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.

(e) "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 two days of the sick leave referred in subclause (2) (a) which is not used during a particular calendar year up to a maximum of 40 days. After the benefits payable in terms of subparagraph (2) (a) have been paid in a particular calendar year, a member who has so accumulated sick leave and who has elected to utilise such accumulated sick leave shall, on production of an acceptable medical certificate, be paid his normal wage by his employer for such illness up to the period of the accumulated sick leave. The employer shall on request to the local agent of the Council having jurisdiction and on production of the medical certificate referred as well as the contribution card of the member, be refunded from the Fund the amount paid to the member in terms of this subsection.

9. SPECIAL PROVISION WHERE BENEFITS HAVE BEEN PAID FOR 26 WEEKS

(1) A person who has been paid not less than 26 weeks' sickness benefits over a continuous period shall not be entitled to any further benefits until a period of not less than 26 weeks has elapsed from the date on which such benefits were last drawn. In calculating this period of 26 weeks, account shall not be taken of any period over which additional sick benefits were authorised by the Standing Committee in terms of paragraph 14.

(2) Unless otherwise decided by the Standing Committee of the Council, a member who has been paid not less than 26 weeks' unemployment benefits over a period of 12 months from the first date of unemployment within that period of 12 months shall not be entitled to further benefits until he has again been employed for not less than a continuous period of 13 weeks. The Standing Committee of the Council may also, after consideration of the recommendation of the Governing Board of the S.A. Typographical Union, prescribe such additional conditions as it may deem advisable in such cases and no benefits shall be payable until those conditions have been fulfilled.

10. SPECIAL PROVISION WHERE ALLOWANCE IS PAID BY EMPLOYER

Subject to the provisions of paragraph 8 (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 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 8 shall in no case be exceeded.

11. 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.

12. PAYMENT OF BENEFITS ON A DAILY OR HALF-SHIFT BASIS

(1) The payments referred to in paragraph 8 (2) (a) are payable on a daily or half-shift basis calculated at one-sixth or one-twelfth of the weekly payment where the employee is, or was, employed in a six-day week establishment and at one-fifth or one-tenth 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 8 (1) or 8 (2) (b) and (c) 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

(c) Vir die res van die tydperk waarin 'n lid wat 'n "bydraer" kragtens die Werkloosheidsversekeringswet, 1966, is, ingevolge die bepaling hier- van op siektebystand geregtig is tot 'n verdere twee werkweke in 'n kalenderjaar, moet die volgende bedrae uit die Fonds aan hom betaal word by voorlegging van 'n aanvaarbare doktersertifikaat asook die lid se bydrae- kaart:

Graad I-lede: R70 per week;

Graad II-lede: R30 per week;

Graad III- en IV-lede: R20 per week;

en daarna, tot 'n bykomende 21 werkweke in 'n kalenderjaar, moet die volgende bedrae uit die Fonds aan hom betaal word by voorlegging van 'n aanvaarbare doktersertifikaat asook sodanige lid se bydrae-kaart:

Graad I-lede: R30 per week.

Graad II-lede: R15 per week.

Graad III- en IV-lede: R7,50 per week.

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

(e) Vir die toepassing hiervan beteken "kalenderjaar" die tydperk van 1 Januarie tot 31 Desember van 'n jaar.

(3) *Opgelope siektebystand.*—'n Lid kan een uit elke twee dae siekteverlof in subparagraaf (2) (a) bedoel, wat nie gedurende 'n bepaalde kalenderjaar gebruik is nie, tot 'n maksimum van 40 dae laat ooploop. Nadat die bystand wat ingevolge subparagraaf (2) (a) betaalbaar is, in 'n bepaalde kalenderjaar betaal is, moet 'n lid wat siekteverlof só laat ooploop het en wat verkies het om dié opgelope siekteverlof te gebruik, by voorlegging van 'n aanvaarbare doktersertifikaat sy normale loon vir dié siekte deur sy werkgever betaal word tot op die tydperk van die opgelope siekteverlof. Op versoek aan die plaaslike agent van die Raad wat regsbevoegdheid het en by voorlegging van genoemde doktersertifikaat, asook die lid se bydrae-kaart, moet die bedrag wat ingevolge hierdie subparagraaf aan die lid betaal is, aan die werkgever terugbetaal word.

9. SPESIALE BEPALING WAAR BYSTAND VIR 26 WEKE BETAAL IS

(1) Iemand wat minstens 26 weke se bystand oor 'n aaneenlopende tydperk betaal is, is nie op verdere bystand geregtig nie voordat 'n tydperk van minstens 26 weke verloop het vanaf die datum waarop sodanige bystand laas getrek is. By die berekening van hierdie tydperk van 26 weke moet die tydperk waarvoor addisionele siektebystand deur die Staande Komitee kragtens paragraaf 14 gemagtig is, nie in berekening gebring word nie.

(2) Tensy die Staande Komitee van die Raad anders besluit, is 'n lid aan wie minstens 26 weke se werkloosheidsbystand betaal is oor 'n tydperk van 12 maande vanaf die eerste datum van werkloosheid gedurende dié tydperk van 12 maande, nie geregtig op verdere bystand voordat hy weer vir 'n aaneenlopende tydperk van minstens 13 weke in diens geneem is nie. Die Staande Komitee van die Raad kan ook, ná oorweging van die aanbeveling van die Beheerraad van die S.A. Typographical Union, sodanige bykomende voorwaardes voorskryf as wat hy in sulke gevalle wenslik ag, en geen bystand mag betaal word voordat daar aan dié voorwaardes voldoen is nie.

10. SPESIALE BEPALING WAAR TOELAE DEUR WERKGEWER BETAAL WORD

As 'n applikant 'n toelae deur sy werkgever betaal word, mag die bedrag wat aan hom betaalbaar is, behoudens paragraaf 8 (2) (a), hoogstens dié bedrag wees wat die totale bedrag deur hom van sy werk- gewer 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: Met dien verstande egter dat die maksimum week- likse bystand wat ingevolge paragraaf 8 betaalbaar is, in geen geval te bowe gegaan mag word nie.

11. 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.

12. BETALING VAN BYSTAND OP 'N DAAGLIKSE OF HALFSKOF GRONDSLAG

(1) Die betalings in paragraaf 8 (2) (a) bedoel, is betaalbaar op 'n daag- likse of halfskofgrondslag, bereken teen een sesde of een twaalfde 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 of een tiende 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 8 (1) of 8 (2) (b) en (c) betaalbaar is in gevalle waar die applikant weens werkloosheid of siekte 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

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 8 (2) (b) (c).

13. 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.

14. ADDITIONAL SICK BENEFITS

The Standing Committee of the Council may, in its discretion and notwithstanding the provisions of paragraph 8, authorise the payment of sick benefits over a period not exceeding 14 weeks in any calendar year over and above the period of 26 weeks referred to in paragraph 8.

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.

15. 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.

16. 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.

17. 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.

18. DEFINITIONS

For the purposes hereof—

"Grade I member" means an employee for whom a minimum wage rate is 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 or Table 22 of section 40 and every process mounter entitled to not less than the top rate of wages referred to in Table 4 of the Main Agreement, and "Grade I membership" has a corresponding meaning;

"Grade II member" means an employee, other than a Grade I member or a factory aid, who has had 18 months' or more experience in the Industry and for whom a minimum wage rate is prescribed in the Main Agreement, as well as every apprentice who has completed the first year of his apprenticeship, and "Grade II membership" has a corresponding meaning;

"Grade III member" means an employee, other than a Grade I and Grade II member or a factory aid, who has had less than 18 months' experience in the Industry and for whom a minimum wage rate is prescribed in the Main Agreement, as well as each apprentice during the first year of his apprenticeship, and "Grade III membership" has a corresponding meaning;

"Grade IV member" means a factory aid for whom a minimum wage rate is prescribed in the Main Agreement and who is a Grade IV member of the trade union with additional benefits, and "Grade IV membership" has a corresponding meaning.

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 shall be The N.I.C. Benevolent Fund of the National Industrial Council of the Printing and Newspaper Industry of South Africa.

2. OBJECTS

The purpose of the Fund is the provision of benefits to assist needy aged or incapacitated persons, whether employees or ex-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.

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 8 (2) (b) en (c) betaalbaar nie.

13. BETALING VAN REISKOSTE

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

14. BYKOMENDE SIEKTEBYSTAND

Die Staande Komitee van die Raad kan na goedgevonden en ondanks paragraaf 8 die betaling magtig van siektebystand oor 'n tydperk van hoogstens 14 weke in 'n kalenderjaar bo en behalwe die tydperk van 26 weke in paragraaf 8 bedoel. Wanneer hy so 'n aansoek behandel, 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.

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

Wanneer bystand hiervolgens betaal word, moet die plaaslike agent van die Raad toesien 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.

16. ADMINISTRASIE

(1) Die S.A. Typographical Union moet al die nodige aantekeninge en rekenings in verband met voorskotte wat vir die doel van die Fonds deur die Raad aan hom betaal is, bewaar en op alle redelike tye 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.

17. BEVOEGDHEDE VAN UITVOERENDE KOMITEE IN SPESIALE GEVALLE

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

18. WOORDOMSKRYWING

Vir die toepassing hiervan beteken—

"Graad I-lid" 'n werknemer vir wie 'n minimum loonskaal by 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 of Tabel 22 van klousule 40 voorgeskryf word en elke chemiemonteerder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoofdooreenkoms bedoel, en het "Graad I-lidmaatskap" 'n ooreenstemmende betekenis;

"Graad II-lid" 'n werknemer, uitgesonderd 'n Graad I-lid of 'n fabriekshelper met 18 maande of langer ondervinding in die Nywerheid en vir wie 'n minimum loonskaal in die Hoofdooreenkoms voorgeskryf word, asook elke vakleerling wat sy eerste jaar vakleerlingskap voltooi het, en het "Graad II-lidmaatskap" 'n ooreenstemmende betekenis;

"Graad III-lid" 'n werknemer, uitgesonderd 'n Graad I- of Graad II-lid 'n fabriekshelper, met minder as 18 maande ondervinding in die Nywerheid en vir wie 'n minimum loonskaal in die Hoofdooreenkoms voorgeskryf word, asook elke vakleerling gedurende die eerste jaar van sy vakleerlingskap, en het "Graad III-lidmaatskap" 'n ooreenstemmende betekenis;

"Graad IV-lid" 'n fabriekshelper vir wie 'n minimum loonskaal in die Hoofdooreenkoms voorgeskryf word en wat 'n Graad IV-lid van die vakleerling met addisionele voordele is, en het "Graad IV-lidmaatskap" 'n ooreenstemmende betekenis.

AANHANGSEL B

DIE N.N.R. SE BYSTANDFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBALDNYWERHEID 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 verlenging van bystand aan behoeftige bejaarde of ongeskikte persone, hetsy werknemers of oudwerkgewers, 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. 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.

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 referred to 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 or Table 22 of section 40 and every process moulder entitled to not less than the top rate of wages referred to in Table 4 of the Main Agreement;

"semi-skilled employee" means an employee, other than a skilled employee or a factory aid for whom a minimum wage rate is prescribed in the Main Agreement: Provided, however, that this definition shall include a factory aid or driver of a motor vehicle who is a member of the trade union with additional benefits.

ANNEXURE C

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

1. PAYMENT OF ALLOWANCES

At the discretion of the Standing Committee of the Council an allowance may be paid to ensure that any 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. 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. BYSTAND

Na goedunke 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 te eniger tyd na goeddunke deur die Staande Komitee 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 toestaan 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 aanseeker uit die Gesamentlike Werkloosheidsfonds getrek, asook alle ander toepaslike omstandighede.

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 daarvan oortuig dat die aanseeker 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 TOELAE

Die betaling van die toelae in paragraaf 3 bedoel, moet geskied ooreenkomstig die prosedure waarvolgens die betaling van die ander soort bystand wat deur die Raad betaal word, gedoen word.

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

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

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 of Tabel 22 van klousule 40 en elke chemiemonterder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoof-ooreenkomms bedoel;

"halfgeskoolde werknemer" 'n werknemer, uitgesonderd 'n geskoolde werknemer of 'n fabriekshelper vir wie 'n minimum loonskaal in die Hoof-ooreenkomms voorgeskryf word: Met dien verstande egter dat hierdie omskrywing 'n fabriekshelper of 'n drywer van 'n motorvoertuig insluit wat lid is van die vakvereniging met addisionele voordele.

AANHANGSEL C

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

1. BETALING VAN TOELAE

Indien die Staande Komitee van die Raad dit goeddink, kan 'n toelae betaal word om te verseker dat 'n geskoolde of halfgeskoolde werknemer wat aan toring ly of 'n ander siekte wat deur die Uitvoerende Komitee van die Raad gespesifiseer word, nadat hy ophou met werk, hetsy tydelik of permanent, kragtens die Ooreenkomms vir die Nywerheid altesaam hoogstens 80 persent ontvang van die betaalbare minimum loon op die datum van sy aftrede vir die beroep waarin sodanige werknemer normaalweg in diens is. In alle gevalle word die betaalbare bedrag vasgestel na goeddunke van die Staande Komitee, maar as die betrokke werknemer geen afhanklikes het nie, moet die bedrag van die toelae 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 deur die Staande Komitee voorgeskryf, behoorlik gestaaf deur voldoende mediese getuienis dat die aanseeker aan toring ly, of 'n ander siekte wat deur die Uitvoerende Komitee van die Raad gespesifiseer word, voorgelê word aan die Gesamentlike Raad wat regsbevoegdheid het oor die betrokke gebied. 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. 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. The applicant shall advise the Council immediately he receives notification 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, every 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.

9. DEFINITIONS

For the purpose 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 or Table 22 of section 40 and every process moulder entitled to not less than the top rate of wages referred to in Table 4 of the Main Agreement;

“semi-skilled employee” means an employee, other than a skilled employee or a factory aid, for whom a minimum wage rate is prescribed in the Main Agreement: Provided, however, that this definition shall include a factory aid who is a member of the trade union with additional benefits.

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 purpose 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 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 Labour Relations 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 dependent upon the member. The Governing Board shall advise the

3. BEGUNSTIGDE MOET BEHANDELING ONDERGAAN

Dit is 'n absolute voorwaarde vir die betaling van die toelae dat die aansoeker 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 die instruksies van die mediese praktisyn uit te voer, 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 aansoeker aansoek om 'n Staatstoekenning doen kragtens die Wet op Ongeskiktheidstoelae, 1946. Die aansoeker moet ook alle verdere inligting voorlê wat die verantwoordelike owerhede in dié verband verlang. Bewys dat so 'n aansoek gedoen is, moet by die Gesamentlike Raad ingedien word, saam met die aansoek om die toelae. Die aansoeker 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 'n besondere geval betaal moet word, moet die Staande Komitee die bedrag in ag neem wat kragtens die Wet op Ongeskiktheidstoelae, 1946, of 'n ander wet, aan die aansoeker betaalbaar is.

6. FONDS NIE AANSPREKLIK VIR MEDIESE KOSTE NIE

Die koste van die nodige mediese ondersoek en alle ander mediese koste moet deur die aansoeker 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 die mediese praktisyn deur wie hy behandel word, wat verklaar dat hy die instruksies van daardie mediese praktisyn uitvoer en dat hy saamwerk vir sover dit sy behandeling aangaan en verder dat hy steeds ongeskik vir werk is. Indien iemand 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 bepaal: Met dien verstande dat die Staande Komitee na goedgekeurde te eniger tyd kan besluit dat so 'n toelae nie langer betaal moet word nie.

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 of Tabel 22 van klousule 40 en elke chemiemonterder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoofoorreenskoms bedoel;

“halfgeskoolde werknemer” 'n werknemer, uitgesonderd 'n geskoolde werknemer of 'n fabriekshelper, vir wie 'n minimum loonskaal in die Hoofoorreenskoms voorgeskryf word: Met dien verstande egter dat hierdie omskrywing 'n fabriekshelper insluit wat lid is van die vakvereniging met addisionele voordele.

AANHANGSEL D

DIE MEDIESE HULPFONDS VAN DIE NASIONALE NYWERHEIDS-RAAD VIR DIE DRUK- EN NUUSBLADNYWERHEID 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 werknemers ten opsigte van wie bydraes tot die Fonds gedoen word ooreenkomstig die Hoofoorreenskoms vir die Nywerheid wat kragtens die Wet op Arbeidsverhoudinge, 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 elke 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 verlang. Vir die toepassing van hierdie reëls beteken die uitdrukking “afhanklikes” alle persone wat

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 R2,70 per week is paid to the Fund by such pensioner or dependant. 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 herein-after 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 shall 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 R25 per day;

(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) 80 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: Provided that the maximum benefits payable in respect of dental services during any calendar year shall be R600 in respect of a member or his 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 normal confinement shall be R500 in the case of a normal birth and R900 in the case of a complicated confinement or 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 with a maximum of R100 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.

na die mening van die Beheerraad tereg geag kan word van die lid afhanklik te wees. Die Beheerraad moet die naam van elkeen, 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 verstrek.

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

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

(f) Elke geregistreerde lid van die Fonds moet van 'n lidmaatskapkaart voorsien word. 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 goeddunke van die Beheerraad toegelaat mag word om lede van die Fonds te word of om voort te gaan om lede van die Fonds te wees op voorwaarde dat ledegeld van R2,70 per week deur sodanige pensioentrekker of afhanklike aan die Fonds betaal word. 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 Hoofoorreenskoms 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 'n dokter, chirurg of spesialis, hierna "mediese praktisyn" genoem, wat behoorlik as sodanig geregistreer is deur die Mediese Raad onder wie se regsbevoegdheid hy ressorteer: Met dien verstande egter dat, behalwe in buitengewone gevalle, 'n spesialis slegs op aanbeveling van 'n algemene praktisyn geraadpleeg behoort te word;

(ii) 80 persent van die gelde wettig betaalbaar aan 'n 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 opsig hoogstens R25 per dag is;

(iii) 80 persent van die gelde wettig betaalbaar aan 'n 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) 80 persent van die koste van mediese benodigdhede 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; ondersoeke, voorkomingswerk, uittrekkings en X-strale: Met dien verstande dat die maksimum bystand wat gedurende 'n kalenderjaar ten opsigte van tandheelkundige dienste betaalbaar is, R600 vir 'n lid of sy 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 gedurende 'n kalenderjaar ten opsigte van 'n normale bevalling R500 is in die geval van 'n normale geboorte en R900 in die geval van 'n gekompliseerde bevalling of 'n keisersnit: Voorts met dien verstande dat die lid minstens 'n jaar lank lid van die Fonds was; en

(vii) 80 persent van die koste van 'n bril, met 'n maksimum van R100 per jaar.

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

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

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

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

(f) The maximum benefits payable to a member during any calendar year, commencing 1 January, shall be R3 000 in respect of a member with dependants and R2 000 in respect of a member with no dependants: 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 referred to in paragraph 5 (a) (vii);

(iv) any medical expense incurred by a member or dependant who, whilst driving a motor-propelled vehicle when under the influence of alcohol, is injured in an accident for which he is responsible;

(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, Zimbabwe or Zambia.

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

6. CLAIMS

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

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

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

(c) Tensy die Beheerraad anders besluit, is geen lid geregtig om, hetsy vir homself of namens sy afhanklikes, 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 dat die Beheerraad egter na goeddunke afhanklikes van 'n vroulike lid kragtens paragraaf 3 (b) hiervan kan registreer en dan word daardie vroulike lid as 'n lid met afhanklikes beskou.

(e) Ingeval 'n eis ontstaan ten opsigte van 'n lid of sy afhanklike wat teen sodanige uitgawe gedek word deur 'n assuransiëpolis of kragtens 'n wet wat voorsiening maak vir die betaling van ongevallestans of vir soortgelyke bystand, of ingeval 'n lid bystand of vergoeding in watter vorm ook al van 'n derde party 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, uit die Fonds verhaalbaar.

(f) Die maksimum bystand aan 'n lid betaalbaar gedurende 'n kalenderjaar wat op 1 Januarie begin is R3 000 ten opsigte van 'n lid met afhanklikes en R2 000 ten opsigte van 'n lid sonder afhanklikes: Met dien verstande egter dat ten opsigte van die behandeling wat slegs die lid nodig het, die maksimum bystand wat hierkragtens vir 'n kalenderjaar betaalbaar is na goeddunke 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 vir of ten opsigte van die volgende nie:

(i) Uitgawes wat voortspruit uit 'n poging tot selfmoord of as gevolg van wangedrag of die verrigting van 'n 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 menslewe te red;

(ii) uitgawes weens alkoholisme of verslaafdheid aan dwelmiddels;

(iii) uitgawes aangegaan in verband met oogkundiges, uitgesonderd dié in paragraaf 5 (a) (vii) bedoel;

(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. inspuittings teen witseerkeel, kinkhoes, klem in die kaak, poliomiëlitis of ingewandekoors);

(vi) die koste van chirurgiese toestelle soos stewels, buikgordels, kunsledemate of elastiese kouse, ens.;

(vii) koste aangegaan deur chiropraktisyne, 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, Zimbabwe of Zambië gedomicilieer is nie.

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

6. EISE

(a) Alle eise moet ingedien word op vorms wat deur die Beheerraad goedgekeur en uitgereik word en moet 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 praktisyne 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 praktisyne toegelaat word om die Beheerraad en/of die Uitvoerende Komitee van die Raad van alle inligting te voorsien wat hierdie liggame na goeddunke verlang.

(c) Alle rekenings en eise moet aan die Beheerraad vir betaling gestuur word deur 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 praktisyne of ander ontvanger te betaal en om met die lid se werkgever te reël om van die lid deur middel van aftrekkings van sy loon enige bedrag te verhaal wat aldus betaal is wat meer is as die bedrag waarop die lid kragtens hierdie reëls geregtig is; die werkgever moet van die bedrag van die paaiemente wat afgetrek moet word, verwittig word. Alle bedrae namens 'n lid deur die Fonds betaal wat meer is as dié waarop hy reg het kragtens hierdie reëls, is 'n skuld wat deur so 'n lid aan die Fonds betaalbaar is. Onder geen omstandighede is die Fonds aanspreeklik nie vir die betaling van 'n bedrag wat meer is as die maksimum bystand in paragraaf 5 (f) bedoel, min die bedrag wat deur die betrokke lid aan die Fonds verskuldig is ten opsigte van 'n eis wat voorheen ten volle betaal is.

(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 referred to in subparagraphs (a), (b) or (c) hereof.

7. ADMINISTRATION

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

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

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

(d) The Governing Board may in its discretion—

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

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

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 shall be 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 of 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 referred to 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 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.

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.

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

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

(d) Die Beheerraad kan na goeddunke—

(i) namens die Fonds die gelde van mediese praktisyns waarborg in die mate wat by hierdie reëls toegelaat word; en

(ii) beamptes van die S.A. Typographical Union wat deur hom benoem word, magtig om tjeks op 'n 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 daarop te werk.

AANHANGSEL E

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

1. NAAM

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

2. DOELSTELLING

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

3. WEEKLIKSE TOELAE

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

4. KOSTE VAN OPLEIDING

Die Staande Komitee van die Raad kan na goeddunke die betaling uit die Fonds magtig van 'n bydrae tot, of die totale koste van, die opleiding van 'n persoon van die klas in paragraaf 2 bedoel 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 gerig word of regstreeks aan die plaaslike Gesamentlike Raad in die geval van 'n nie-lid van die vakvereniging. Die aansoek moet volle besonderhede bevat van die grond wat, 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 bystand deur die aansoeker uit die Gesamentlike Werkloosheidsfonds getrek, asook alle ander toepaslike omstandighede.

7. GESAMENTLIKE RAAD MOET AANBEVELING DOEN

Die betrokke Gesamentlike Raad moet oorweging skenk aan al die omstandighede van die aansoek en dit met sy aanbeveling aan die Staande Komitee 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 'n beslissing van die Staande Komitee bekrachtig of wysig.

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 shall be 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:

(1) (a) The registration, tuition, examination or other 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 Manpower Training Act, 1981, as well as the cost of all text books and prescribed books required by an apprentice during the course of such tuition;

(b) the minimum remuneration, proportionate leave pay and holiday bonus payable to any such apprentice who is required to attend at a technical college or other institution as contemplated by subparagraph (a) as well as the employer's portion of the contributions due to the Council for the period of such attendance and an amount of R15 per week in respect of each week for the period of such attendance, including time taken up by the writing of examinations; or, in the case of a correspondence course student, the time required to be spent on studying such course and writing examinations, plus a lump sum based on R15 per week equal to that which would have been paid had that apprentice attended the block release course;

(c) at the sole discretion of the Standing Committee, the cost of travelling 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.

(2) The provisions of subsection (1) (a), (b) and (c) and the provisions of sections 3 and 4 of this Annexure shall, *mutatis mutandis*, apply in respect of a trainee printers' technician (electronics) who is required to attend a technikon or take a correspondence course towards obtaining the National Diploma in Electrical Engineering (Light Current).

3. 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 6776, Roggebaai, 8012, 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.

4. 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 R4 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.

AANHANGSEL F

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

1. NAAM

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

2. DOELSTELLING

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

(1) (a) Die registrasie-, klas-, eksamen- of ander gelde 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 Mannekragopleiding 1981, asook die koste van alle hand- en voorgeskrywe boeke wat 'n vakleerling gedurende sodanige onderrigkursus nodig het;

(b) die minimum besoldiging, proporsionele verlofbesoldiging en vakansiebonus betaalbaar aan 'n vakleerling wat 'n tegniese kollege of ander inrigting ooreenkomstig subparagraaf (a) moet bywoon, asook die werkgewer se gedeelte van die bydraes aan die Raad verskuldig vir die tydperk van sodanige bywoning en 'n bedrag van R15 per week ten opsigte van elke week vir die tydperk van sodanige bywoning, met inbegrip van die tyd wat in beslag geneem word deur die aflê van eksamens; of in die geval van 'n student wat 'n korrespondensiekursus volg, vir die tyd wat hy moet wy aan die studie van sodanige kursus en die aflê van eksamens, plus 'n ronde bedrag gebaseer op R15 per week gelyk aan wat betaal sou gewees het indien daardie vakleerling die blokvrystellingskursus bygewoon het;

(c) na goedgekeurde van die Staande Komitee, die reis- en koshuissakkomodasiestekoste 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;

(b) die minimum besoldiging betaalbaar aan 'n vakleerling wat 'n vaktoets moet aflê by die Sentrale Organisasie vir Vaktoetsing 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,

(2) Subklousule (1) (a), (b) en (c) en klousules 3 en 4 van hierdie Aanhangsel is *mutatis mutandis* van toepassing in die geval van 'n leerlingdrukkerstechnikus (elektronika) van wie daar verwag word om 'n technikon by te woon of 'n korrespondensiekursus te volg ter verkryging van die Nasionale Diploma in Elektriese Ingenieurswese (Ligte Stroom).

3. EISE

(a) Eise moet by die Sekretaris van die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika, Posbus 6776, Roggebaai, 8012, 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 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.

4. BETALING VAN GELDE

(a) 'n Werknemer moet aan die betrokke tegniese kollege of inrigting die klas- of kursugelde 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 korrespondensiekursus 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 R4 per week van die vakleerling se loon afgetrek word. Die bedrag wat aldus afgetrek word, moet deur die werkgewer aan die Fonds betaal word.

(b) 'n Werknemer moet aan die betrokke tegniese kollege of inrigting die eksamengelde voorskiet wat deur 'n vakleerling betaalbaar is en 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,

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.

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

Signed at Johannesburg this 21st day of July 1982.

H. W. MILLER, Employers' Representative: Chairman of the Council.

R. F. CROWTHER, Secretary of the Council.

M. DEYSEL, Employee's Representative.

moet die eksamenbelde vir dié vak deur die werkgewer in paaimeute van hoogstens R1 per week van die vakleerling se loon afgetrek word. Die bedrag wat aldus afgetrek word, moet deur die werkgewer aan die Fonds betaal word.

(c) 'n Werkgewer 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 voorgeskiet, uit die Fonds en die balans van 10 persent op die vakleerling verhaal.

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit word, verklaar ondergetekende gemagtigde beamptes van die Raad hierby dat bogenoemde die Ooreenkoms is waartoe daar geraak is en heg hulle hul handtekeninge daaraan.

Op hede die 21ste dag van Julie 1982 te Johannesburg onderteken.

H. W. MILLER, Werkgewersverteenvoordiger: Voorsitter van die Raad.

M. DEYSEL, Werknemersverteenvoordiger.

R. F. CROWTHER, Sekretaris van die Raad.

No. R. 2747

24 December 1982

Factories, Machinery and Building Work Act, 1941

PRINTING AND NEWSPAPER INDUSTRY.—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 2746 of 24 December 1982, may be binding in terms of the Labour Relations Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Manpower.

No. R. 2747

24 Desember 1982

Wet op Fabriek, Masjinerie en Bouwerk, 1941

DRUK- EN NUUSBLADNYWERHEID.—VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms, gepubliseer by Goewermmentskennisgewing R. 2746 van 24 Desember 1982, kragtens die Wet op Arbeidsverhoudinge, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Mannekrag.

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