UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE EXTRAORDINARY

Staatskoerant
Government Gazette

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

VOL. CLXXVII.] PRYS 6d. PRETORIA, 6 AUGUSTUS 6 AUGUST 1954. PRICE 6d. [No. 5323.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n ✱ gemerk.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

✱ No. 1621.] [6 Augustus 1954.

NYWERHEID-VERSOENINGSWET, 1937.

DRUK- EN NUUSBLADNYWERHEID.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die ooreenkoms wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1956 eindig, bindend is vir die werkgewersorganisasies en vakvereniging wat genoemde ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie vereniging is;

(*b*) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1956 eindig, die bepalings vervat in genoemde ooreenkoms vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte Pretoria, Johannesburg, Benoni, Brakpan, Boksburg, Germiston, Roodepoort, Randfontein, Krugersdorp, Heidelberg (Transvaal), Nigel, Springs, Delmas, Vereeniging, die Kaap, Wynberg, Simonstad, Bellville, Durban, Pinetown, Port Elizabeth, Oos-Londen, Bloemfontein, Kimberley en Pietermaritzburg, bindend is; en

(*c*) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1956 eindig, die bepalings vervat in genoemde ooreenkoms in die magistraatsdistrikte Pretoria, Johannesburg, Benoni, Brakpan, Boksburg, Germiston, Roodepoort, Randfontein, Krugersdorp, Heidelberg (Transvaal), Nigel, Springs, Delmas, Vereeniging, die Kaap, Wynberg, Simonstad, Bellville, Durban, Pinetown, Port Elizabeth, Oos-Londen, Bloemfontein, Kimberley, en Pietermaritzburg, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordomskrywing van die uitdrukking „werknemer", vervat in artikel *een* van genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

All Proclamations, Government and General Notices published for the first time, are indicated by a ✱ in the left-hand upper corner.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

✱ No. 1621.] [6 August 1954.

INDUSTRIAL CONCILIATION ACT, 1937.

PRINTING AND NEWSPAPER INDUSTRY.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby declare—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, that all the provisions of the agreement which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1956, upon the employers' organisations and trade union which entered into the said agreement and upon the employers and employees who are members of those organisations or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, that from the second Monday after the date of publication of this notice and for the period ending on the 30th June, 1956, the provisions contained in the said agreement shall be binding upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of Pretoria, Johannesburg, Benoni, Brakpan, Boksburg, Germiston, Roodepoort, Randfontein, Krugersdorp, Heidelberg (Transvaal), Nigel, Springs, Delmas, Vereeniging, the Cape, Wynberg, Simonstown, Bellville, Durban, Pinetown, Port Elizabeth, East London, Bloemfontein, Kimberley and Pietermaritzburg; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act that from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1956, the provisions contained in the said agreement shall in the Magisterial Districts of Pretoria, Johannesburg, Benoni, Brakpan, Boksburg, Germiston, Roodepoort, Randfontein, Krugersdorp, Heidelberg (Transvaal), Nigel, Springs, Delmas, Vereeniging, the Cape, Wynberg, Simonstown, Bellville, Durban, Pinetown, Port Elizabeth, East London, Bloemfontein, Kimberley and Pietermaritzburg, apply *mutatis mutandis* in respect of such persons in the said industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

P. O. SAUER,
Acting Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR RIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

Ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Federation of Master Printers of South Africa

en die

Newspaper Press Union of South Africa

(hieronder die „Werkgewersorganisasie" genoem), aan die een kant, en die

South African Typographical Union

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

1. VERTOLKING.

Tensy die teenoorgestelde bedoeling blyk, moet enige uitdrukking wat in hierdie Ooreenkoms gebesig word en omskryf is in die Ooreenkoms gepromulgeer kragtens Goewermentskennisgewing No. 1294 van 19 Junie 1953, dieselfde betekenis as in daardie Ooreenkoms hê.

2. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms is binne die volgende magistraatsdistrikte van toepassing:

Pretoria (uitgesonderd in die Staatsdrukkery), Johannesburg, Benoni, Brakpan, Boksburg, Germiston, Roodepoort, Randfontein, Krugersdorp, Heidelberg (Tvl.), Nigel, Springs, Delmas, Vereeniging, die Kaap, Wynberg, Simonstad, Bellville, Durban, Pinetown, Port Elizabeth, Oos-Londen, Bloemfontein, Kimberley en Pietermaritzburg,

en dit is bindend vir werkgewers en werknemers in alle afdelings van die Nywerheid, uitgesonderd die dupliseerafdeling, wat werksaam is of in diens in die Nywerheid binne die genoemde magistraatsdistrikte.

3. STIGTING VAN FONDS.

Hierby word 'n fonds gestig bekend as die „Hulpfonds vir Arbeiders in die Druknywerheid". Die fonds moet bestaan uit gelde wat uit bydraes ophoop kragtens artikels 6 en 7 hiervan, en moet die bates inkorporeer van die African Workers' Sick Benefit Fund en die African Workers' Mortality Trust Fund genoem in die regulasies betreffende die African Workers' Benefit Fund wat deur die Uitvoerende Raad op sy vergadering van 7 September 1950 aangeneem is.

4. ADMINISTRASIE.

(*a*) Die fonds is onder die beheer van 'n bestuurskomitee bestaande uit drie verteenwoordigers van die werkgewersorganisasies en drie verteenwoordigers van die vakvereniging, wat deur die Uitvoerende Komitee aangestel word. 'n Plaasvervanger mag ten opsigte van elke verteenwoordiger aangestel word. Ingeval die bestuurskomitee nie in staat is om sy pligte om enige rede na te kom nie, moet die staande komitee daardie pligte nakom en sy magte uitoefen.

(*b*) Die bestuurskomitee moet die bevoegdheid hê om reëls betreffede die administrasie van die fonds op te stel en te wysig, en kan sodanige reëlings tref as wat hy nodig ag aangaande die betaling van administrasiekoste uit die fonds. Sodanige reëls en enige wysigings daarvan moet nie strydig met die bepalings van hierdie Ooreenkoms of die Nywerheid-versoeningswet, 1937, wees nie. Die reëls en enige wysigings daarvan moet deur die Raad goedgekeur word en kopieë daarvan moet aan die Sekretaris van Arbeid gestuur word.

(*c*) Alle gelde wat ingevorder word en nie onmiddellik vir die doeleindes van die fonds nodig is nie, moet na goeddunke van die staande komitee deur tussenkoms van die Publieke Skuldkommissarisse of by geregistreerde banke of bougenootskappe belê word.

5. LIDMAATSKAP VAN FONDS.

(*a*) Alle arbeiders en ander werknemers, met uitsondering van bestuurders van motorvoertuie, vir wie lone voorgeskryf word in die Ooreenkoms gepromulgeer by Goewermentskennisgewing No. 1294 van 19 Junie 1953 en ten opsigte van wie dit nie van die betrokke werkgewer ingevolge die genoemde ooreenkoms vereis word om by te dra tot die gesamentlike werkloosheidsfonds wat daarin genoem word nie, en in wie se bydraeboekies seëls ingevolge artikel 7 hiervan geplak is, is lede van die fonds.

(*b*) Die lidmaatskap van 'n lid wat die Nywerheid verlaat moet onmiddellik beëindig word en by beëindiging van lidmaatskap moet geen bystand hoegenaamd deur die fonds betaalbaar wees nie, met dien verstande egter dat ingeval 'n lid die Nywerheid tydelik verlaat, dit wil sê vir 'n tydperk van hoogstens ses maande, sy lidmaatskap na goeddunke van die bestuurskomitee, voortgesit kan word sonder betaling van bydraes, maar sodanige tydperk van afwesigheid moet nie as lidmaatskap tel vir die doel om in aanmerking te kom vir bystand van die fonds nie.

SCHEDULE.

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

AGREEMENT.

entered into in accordance with the provisions of the Industrial Conciliation Act, 1937, by and between

The Federation of Master Printers of South Africa

and

The Newspaper Press Union of South Africa

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

The South African Typographical Union

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

1. INTERPRETATION.

Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Agreement promulgated under Government Notice No. 1294 of the 19th June, 1953, shall have the same meaning as in that Agreement.

2. SCOPE OF APPLICATION.

The provisions of this Agreement shall apply within the following Magisterial Districts:—

Pretoria (except in the Government Printing Works), Johannesburg, Benoni, Brakpan, Boksburg, Germiston, Roodepoort, Randfontein, Krugersdorp, Heidelberg (Tvl.), Nigel, Springs, Delmas, Vereeniging, The Cape, Wynberg, Simonstown, Bellville, Durban, Pinetown, Port Elizabeth, East London, Bloemfontein, Kimberley and Pietermaritzburg,

and shall be binding upon employers and employees in all sections of the Industry, other than the Duplicating Section, who are engaged or employed in the Industry within the Magisterial Districts mentioned.

3. ESTABLISHMENT OF FUND.

There is hereby established a fund which shall be known as the "Printing Industry Labourers' Benefit Fund". The fund shall consist of moneys accruing from contributions in terms of sections 6 and 7 hereof, and shall incorporate the assets of the African Workers' Sick Benefit Fund and the African Workers' Mortality Trust Fund mentioned in the Regulations relating to the African Workers' Benefit Fund adopted by the Executive Committee at its meeting on the 7th September, 1950.

4. ADMINISTRATION.

(*a*) The fund shall be under the control of a management committee consisting of three representatives of the employers' organisations and three representatives of the trade union appointed by the Executive Committee. An alternate may be appointed in respect of each representative. Should the management committee be unable to perform its duties for any reason, the standing committee shall perform those duties and exercise its powers.

(*b*) The management committee shall have the power to make and amend rules governing the administration of the fund, and may make such arrangements as it may deem fit regarding the payment from the fund of expenses of administration. Such rules and any amendments thereto shall not be inconsistent with the provisions of this Agreement or the Industrial Conciliation Act, 1937. The rules and any amendments thereto shall be approved by the Council and copies thereof shall be forwarded to the Secretary for Labour.

(*c*) All moneys collected and not immediately required for the purposes of the fund shall be invested at the discretion of the Standing Committee through the Public Debt Commissioners or with registered banks or building societies.

5. MEMBERSHIP OF FUND.

(*a*) All labourers and other employees, with the exemption of drivers of motor vehicles, for whom wages are prescribed in the Agreement promulgated under Government Notice No. 1294 of the 19th June, 1953 and in respect of whom the employer concerned is not required in terms of the Agreement mentioned to contribute to the Joint Unemployment Fund mentioned therein, and whose contribution books are stamped in terms of section 7 hereof, shall be members of the fund.

(*b*) The membership of a member who leaves the industry shall cease forthwith and upon cessation of membership no benefits whatever shall be payable by the fund, provided, however, that in the event of a member leaving the industry temporarily, that is for a period of not more than six months, his membership may, at the discretion of the management committee, be continued without payment of contributions, but such period of absence shall not count as membership for the purpose of qualifying for benefits from the fund.

6. Bydraeseëls.

Elke werkgewer wat werknemers in sy diens het van 'n klas genoem in artikel 5 van hierdie Ooreenkoms, moet bydraeseëls van die Raad koop ten einde hom in staat te stel om die bepalings van artikel 7 hiervan na te kom. 'n Werkgewer kan te eniger tyd 'n terugbetaling van die Raad verkry van die waarde van enige ongebruikte seëls; met dien verstande dat enige bedrag ten opsigte van ongebruikte seëls wat nie binne ses maande van die vervaldatum van hierdie Ooreenkoms opgeëis word nie, die fonds toekom.

7. Seëls in bydraeboekies plak.

(*a*) 'n Werkgewer moet ten opsigte van elke werknemer van 'n klas genoem in artikel 5 van hierdie Ooreenkoms, 'n bydraeboekie behoorlik byhou wat deur hom binne 'n tydperk van een maand van die datum waarop hierdie Ooreenkoms in werking tree, of van die datum waarop die betrokke werknemer in diens geneem is, watter een ook die jongste mag wees, van die sekretaris van die bestuurskomitee, posbus 609, sesde vloer, Pritchardstraat 36, Johannesburg, verkry moet word. Aan die einde van elke week moet hy op die plek aangedui in die boek 'n bydraeseël plak ter waarde van 1s. 6d. (een sjieling en ses pennies) in die geval van 'n arbeider, en 1s. 8d. (een sjieling en agt pennies) in die geval van enige ander werknemer van 'n klas geoem in artikel 5 hiervan, en sodanige seël afstempel deur die naam van sy firma daarop aan te bring. Die waarde van elke seël sluit in:—

(i) die werkgewer se bydrae tot die fonds	1s.
(ii) die werknemer se bydrae tot die fonds	4d.
(iii) die werkgewer se bydrae tot die algemene fonds van die Raad, betaalbaar ingevolge artikel 18 (1) van die ooreenkoms gepromulgeer by Goewermentskennisgewing No. 1294 van 19 Junie 1953.	2d. of 4d., al na die geval.

(*b*) Indien 'n werknemer minstens die helfte van die getal gewone werkure gedurende enige week gewerk het, moet volle bydraes ten opsigte van daardie week betaal word. Ingeval 'n werknemer minder as die helfte van die getal gewone werkure gedurende enige week gewerk het, is geen bydraes ten opsigte van daardie week betaalbaar nie.

(*c*) Volle bydraes moet betaal word ten opsigte van enige tydperk waarin 'n werknemer met besoldigde verlof is, met dien verstande egter dat geen bydraes betaalbaar is as die werknemer se afwesigheid aan siekte te wyte is of aan beserings in 'n ongeluk opgedoen nie.

(*d*) Die bydraeboekies genoem in subartikel (*a*) hiervan vir daardie jaar moet aan die einde van elke kalenderjaar deur die werkgewer aan die sekretaris van die bestuurskomitee gestuur word ten einde daardie beampte op of voor 31 Januarie van die volgende jaar te bereik.

(*e*) By die beëindiging van die diens van 'n werknemer moet die betrokke werkgewer onmiddellik 'n seël inplak in die bydraeboekie, ten opsigte van daardie werknemer uitgereik, vir die bedrag verskuldig ingevolge subartikel (*c*) hiervan ten opsigte van die proporsionele tydperk van opgehoopte vakansieverlof en dit aan die sekretaris van die bestuurskomitee stuur. Terselfdertyd moet die werkgewer die sekretaris van die bestuurskomitee in kennis stel van die datum waarop die diensbeëindiging van krag geword het.

8. Aftrekkings van werknemer se loon.

'n Werkgewer wat die bepalings van artikel 7 hiervan ten opsigte van 'n besondere week nagekom het, mag 'n bedrag van 4d. aftrek van die loon wat aan elkeen van die betrokke werknemers vir daardie week verskuldig is.

9. Bydraes aan African Workers' Benefit Fund.

Vir die doel van die betaling van bystand genoem in artikels 10, 12 en 13 hiervan moet dit beskou word dat alle seëls wat in die bydraeboekies van lede van die African Workers' Benefit Fund ingeplak is ingevolge die regulasies betreffende daardie fonds wat deur die Uitvoerende Komitee op 7 September 1950 aangeneem is, in sodanige boekie ingevolge artikel 7 hiervan ingeplak is, en lidmaatskap van daardie fonds moet, vir die toepassing van artikel 12, as lidmaatskap beskou word van die fonds wat hieronder gestig word.

10. Siektebetaling.

Dit word beskou dat 'n lid vir siektebetaling in aanmerking kom nadat 52 seëls ingeplak is in 'n bydraeboekie wat ten opsigte van hom uitgereik is. Hy is op sodanige bystand geregtig oor 'n tydperk van drie weke ten opsigte van die 26 seëls wat namens hom bygedra is; met dien verstande egter dat die maksimum tydperk waaroor siektebetaling in enige kalenderjaar betaal mag word, vyftien weke moet wees. Siektebetaling is betaalbaar teen die skaal van £1 per week, of teen sodanige hoër skaal as dié waaroor van tyd tot tyd deur die Uitvoerende Komitee besluit kan word, aan 'n lid wat vir sodanige siektebetaling gekwalifiseer het en as gevolg van siekte nie in staat is om te werk nie; met dien verstande dat sodanige lid 'n sertifikaat, geteken deur 'n geregistreerde mediese praktisyn wat deur die bestuurskomitee benoem is, te dien effekte voorlê.

6. Contribution Stamps.

Each employer, who has employees of a class mentioned in section 5 of this Agreement in his employ, shall purchase from the Council contribution stamps to enable him to comply with the provisions of section 7 hereof. An employer may at any time obtain from the Council a refund of the value of any unused stamps provided that any amount in respect of unused stamps not claimed within six months from the date of expiration of this Agreement shall accrue to the fund.

7. Stamping of Contribution Books.

(*a*) In respect of each employee of a class mentioned in section 5 of this Agreement, an employer shall keep in good order a contribution book, which shall be obtained by him from the Secretary of the Management Committee, Room 609, Sixth Floor, 36 Pritchard Street, Johannesburg, within a period of one month from the date upon which this Agreement comes into operation, or from the date upon which the employee concerned was engaged, whichever may be the later. At the end of each week he shall affix in the place indicated in the book a contribution stamp to the value of 1s. 6d. (one shilling and sixpence) in the case of a labourer, and 1s. 8d. (one shilling and eightpence) in the case of any other employee of a class mentioned in section 5 hereof, and shall cancel such stamp by marking thereon the name of his firm. The value of each stamp includes:—

(i) the employer's contribution to the fund	1s.
(ii) the employee's contribution to the fund	4d.
(iii) the employer's contribution to the General Fund of the Council, payable in terms of section 18 (1) of the Agreement promulgated under Government Notice No. 1294 of the 19th June, 1953.	2d. or 4d., as the case may be.

(*b*) Where an employee has worked for not less than half the number of ordinary hours of work during any week, full contributions shall be paid in respect of that week. Should an employee have worked for less than half the number of ordinary hours of work during any week, no contributions are payable in respect of that week.

(*c*) 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.

(*d*) At the end of each calendar year, the contribution books referred to in sub-section (*a*) hereof for that year shall be forwarded by the employer to the secretary of the management committee so as to reach that official not later than the 31st January of the following year.

(*e*) On the termination of employment of an employee, the employer concerned shall immediately stamp the contribution book issued in respect of that employee for the amount due in terms of sub-section (*c*) hereof in respect of the proportionate period of holiday leave accrued, and forward it to the secretary of the management committee. The employer shall at the same time advise the secretary of the management committee of the date upon which the termination of employment took effect.

8. Deductions from Employee's Wages.

An employer who has complied with the provisions of section 7 hereof in respect of a particular week, may deduct an amount of 4d. from the wages due for that week to each of the employees concerned.

9. Contributions to African Workers' Benefit Fund.

All stamps affixed in the contribution books of members of the African Workers' Benefit Fund in terms of the regulations relating to that fund adopted by the executive committee on the 7th September, 1950, shall, for the purposes of the payment of benefits mentioned in sections 10, 12 and 13 hereof, be deemed to have been affixed in such books in terms of section 7 hereof, and membership of that fund shall, for the purposes of section 12, be deemed to be membership of the fund established hereunder.

10. Sick Pay.

A member shall be deemed to have qualified for sick pay after 52 stamps have been affixed in a contribution book issued in respect of him. He shall be entitled to such benefits over a period of three weeks in respect of each 26 stamps contributed in respect of him, provided, however, that the maximum period over which sick pay may be paid in any one calendar year shall be fifteen weeks. Sick pay shall be payable at the rate of £1 per week, or at such higher rate as may be decided upon time to time by the executive committee, to a member who has qualified for such sick pay and is unable to work because of illness, provided that such member produces a certificate to this effect, signed by a registered medical practitioner nominated by the management committee.

11. Mediese hulp.

Die Uitvoerende Komitee het die bevoegdheid om reëls betreffende die kwalifikasies vir en die mediese geriewe, medisyne en artsenymiddels wat deur die fonds vir eie rekening aan lede beskikbaar gestel word, op te stel en te wysig. 'n Eksemplaar van sodanige reëls en enige wysigings daarvan moet by die Sekretaris van Arbeid ingelewer word.

12. Sterftetoekenning.

(*a*) 'n Sterftetoekenning moet betaal word aan 'n afhanklike of benoemde van 'n lid wat sterf nadat hy lid van die fonds vir 'n tydperk van minstens twaalf maande was. Die bedrag van die toekenning wat in elke individuele geval betaalbaar is, moet ooreenkomstig die volgende skaal bereken word:—

Jare van lidmaatskap.	*Betaalbare sterftetoekenning.*
1 Jaar	£10
2 „	£11
3 „	£12
4 „	£13
5 „	£14
6 „	£15
7 „	£16
8 „	£17
9 „	£18
10 „	£19
11 „	£20
12 „	£21
13 „	£22
14 „	£23
15 „	£24
16 „ of meer	£25

(*b*) Elke lid het die reg om die persoon te benoem aan wie die sterftetoekenning uitbetaal moet word ingeval van sy dood. Alle sodanige benoemings moet skriftelik wees, en moet aan die Sekretaris van die bestuurskomitee gestuur word. Ingeval positiewe identifikasie moontlik is nie, moet geen sodanige benoeming aangeneem word nie en die beslissing van die bestuurskomitee is in hierdie opsig afdoende.

(*c*) Ingeval van die dood van 'n lid wat versuim het om die persoon te benoem aan wie die sterftetoekenning betaal moet word, kan sodanige toekenning na goeddunke van die bestuurskomitee betaal word aan enige persoon wat na die mening van die bestuurskomitee dit staaf dat hy of sy van die gestorwe lid afhanklik was.

(*d*) Alle eise om die betaling van sterftetoekennings moet binne 'n tydperk van ses maande van die datum van die dood van die betrokke lid aan die sekretaris van die bestuurskomitee gestuur word. Geen toekenning moet uitbetaal word as geen eis binne daardie tydperk ingestel word nie.

13. Aftredingstoelaes.

(*a*) Elke kalenderhalfjaar moet 'n staat van inkomste en uitgawes aan die bestuurskomitee voorgelê word en hy moet bepaal watter bedrag, indien wel, van die surplus van inkomste oor uitgawes, as daar is, op sy gesit moet word in 'n aparte rekening bekend as die Labourers' Extended Unemployment Benefit Fund Account.

(*b*) Na goeddunke van die bestuurskomitee en onderworpe aan sodanige voorwaardes as wat hy kan voorskryf, kan die volgende toelaes betaal word aan werknemers van 'n klas genoem in artikel 5 uit gelde toegewys ooreenkomstig subartikel (*a*) hiervan:—

(i) 'n Weeklikse toelae om te verseker dat 'n werknemer wat aan tering ly en wat ophou werk, òf tydelik òf permanent, altesaam hoogstens 80 persent van die minimum loonskaal ontvang wat aan hom op die datum van sy uitdienstreding betaalbaar was. In alle gevalle moet die bedrag wat betaalbaar is, na goeddunke van die bestuurskomitee wees, maar as die betrokke lid geen afhanklikes het nie, moet die bedrag van die toelae minder wees as dié wat aan werknemers met afhanklikes betaal word. Dit moet 'n absolute voorwaarde vir die betaling van die toelae wees dat die betrokke werknemer ophou werk en hom onderwerp aan sodanige mediese behandeling, met inbegrip van hospitalisasie en chirurgiese behandeling as dit nodig is, as wat aanbeveel word deur die mediese praktisyn onder wie se behandeling hy is.

(ii) 'n Weeklikse of maandelikse toelae aan bejaarde werknemers wat, om rede van hul ouderdom of siëklikheid, waarskynlik langdurige tydperke van werkloosheid kan ondervind.

(*c*) Die bestuurskomitee kan na goeddunke te eniger tyd besluit dat 'n toelae wat ingevolge subartikel (*b*) hiervan betaal word, nie langer betaal moet word nie, en 'n werknemer wat 'n toelae ingevolge hierdie artikel ontvang, het nie reg op die bystand genoem in artikel 10 nie.

14. Voorwaarde van lidmaatskap.

Dit is 'n voorwaarde van lidmaatskap van die fonds dat enige bedrag wat ingevolge hiervan betaalbaar is, nie vervreembaar is nie, en in die geval van sekwestrasie van die boedel van 'n lid, gestorwe lid of ander begunstigde, hy nie langer reg het op bystand van die fonds nie.

11. Medical Aid.

The executive committee shall have the power to make and amend rules specifying the qualifications for and the medical facilities, medicines and drugs made available to members by the fund at its expense. A copy af all such rules and any amendments thereof shall be lodged with the Secretary for Labour.

12. Mortality Grant.

(*a*) A mortality grant shall be paid to the dependant or nominee of a member who dies after he has been a member of the fund for a period of not less than twelve months. The amount of the grant payable in each individual case shall be calculated in accordance with the following scale:—

Years of Membership.	*Mortality Grant Payable.*
1 Year	£10
2 Years	£11
3 „	£12
4 „	£13
5 „	£14
6 „	£15
7 „	£16
8 „	£17
9 „	£18
10 „	£19
11 „	£20
12 „	£21
13 „	£22
14 „	£23
15 „	£24
16 „ or more	£25

(*b*) Each member shall be entitled to nominate the person to whom the mortality grant shall be paid in the event of his death. All such nominations shall be in writing, and shall be forwarded to the secretary of the management committee. Where positive identification is not possible, no such nomination shall be accepted, the decision of the management committee in this respect shall be final.

(*c*) In the event of the death of a member who has failed to nominate the person to whom the mortality grant must be paid, such grant may, at the discretion of the management committee, be paid to any person who in the opinion of the management committee establishes that he or she was a dependant of the deceased member.

(*d*) All claims for the payment of mortality grants must be submitted to the secretary of the management committee within a period of six months from the date of the death of the member concerned. No grant shall be paid if no claim is submitted within that period.

13. Retirement Allowances.

(*a*) Each calendar half-year a statement of income and expenditure shall be submitted to the management committee and it shall determine what amount, if any, of the surplus of income over expenditure, if any, shall be set aside to a separate account to be known as the Labourers' Extended Unemployment Benefit Fund Account.

(*b*) At the discretion of the management committee, and subject to such conditions as it may prescribe, the following allowances may be paid to employees of a class mentioned in section 5 out of moneys allocated in terms of sub-section (*a*) hereof:—

(i) A weekly allowance to ensure that an employee, suffering from Tuberculosis, who ceases work either temporarily or permanently, receives in all not more than 80 per cent of the minimum rate of wages payable to him at the date of his retirement. In all cases the amount payable shall be at the discretion of the management committee, but if the employee concerned has no dependants, the amount of the allowance shall be less than that paid to employees with dependants. It shall be an absolute condition for the payment of the allowance that the employee concerned ceases work and submits himself to such medical treatment, including hospitalisation and surgical treatment if necessary, as is recommended by the medical practitioner under whose treatment he is.

(ii) A weekly or monthly allowance to aged employees, who, by reason of their age or infirmity, are likely to experience extended periods of unemployment.

(*c*) The management committee, in its discretion, may at any time decide that an allowance being paid in terms of sub-section (*b*) hereof shall no longer be paid, and an employee in receipt of an allowance in terms of this section shall not be entitled to the benefits mentioned in section 10.

14. Condition of Membership.

It is a condition of membership of the fund that any amount payable in terms hereof, shall not be alienable and in the event of the sequestration of the estate of a member, deceased member or other beneficiary, he shall cease to be entitled to benefits from the fund.

15. BESLISSING VAN RAAD AFDOENDE.

Alle eisers teen die fonds is in alle sake gebind deur die beslissing van die bestuurskomitee; met dien verstande egter dat 'n eiser die reg van appèl tot die Raad het en die beslissing van daardie liggaam is afdoende oor alle sake betreffende die betaling van bystand, toekennings of toelaes, of die fonds in die algemeen.

16. ALGEMEEN.

(*a*) Uitbetalinsg uit die fonds in die vorm van bystand moet gestaak word sodra die bedrag wat op kredit van die fonds staan, onder £1,000 daal, en die betaling van bystand moet nie hervat word totdat die bedrag wat op kredit van die fonds staan, £2,000 bereik het nie.

(*b*) Die lede van die Raad en sy komitees en die beamptes van die Raad is nie vir die skulde en verpligtings van die fonds verantwoordelik nie, en hulle moet gevrywaar word, en is hulle hierby gevrywaar, teen alle verliese en uitgawes deur hulle aangegaan in die *bona fide* uitvoering van hulle pligte in verband met die fonds.

17. VERSTRYKING VAN OOREENKOMS.

Ingeval hierdie Ooreenkoms verstryk deur verloop van tyd of om enige ander rede, moet die fonds steeds deur die bestuurskomitee geadministreer word totdat dit op beslissing van die Raad òf gelikwideer òf na 'n ander fonds oorgedra word wat gestig is tot voordeel van werknemers van die klas genoem in artikel 5 hiervan.

18. LIKWIDERING VAN FONDS.

By likwidering van die fonds ingevolge artikel 17 moet die gelde wat op kredit van die fonds bly staan na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiekoste, in die algemene fonds van die Raad inbetaal word.

19. ONTBINDING VAN DIE RAAD.

Ingeval die Raad ontbind of ingeval hy gedurende die looptyd van hierdie Ooreenkoms ophou werk, moet die bestuurskomitee voortgaan om die fonds te administreer, en die lede van sodanige komitee op die datum waarop die Raad ophou werk of ontbind word, word vir sodanige doel as die lede daarvan beskou. Enige vakature wat in die komitee ontstaan, kan deur die Minister gevul word uit werkgewers en werknemers in die Nywerheid. Ingeval die komitee nie in staat is nie of onwillig om sy pligte na te kom, kan die Minister 'n kurator of kurators aanstel om die werk van die komitee te doen en die kurators aldus aangestel, besit al die bevoegdhede wat vir die toepassing van hierdie klousule aan die komitee verleen is. By die verstryking van die Ooreenkoms moet die fonds gelikwideer word en oor enige onbestede bedrag moet ooreenkomstig artikel 18 beskik word. Indien die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, moet die gelde wat op kredit van die fonds bly staan, ingevolge artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fonds van die Raad uitmaak.

20. OUDITERING VAN REKENINGS EN FINANSIËLE STATE.

Die rekenings van die fonds moet tweemaal per jaar deur geoktrooieerde rekenmeesters geouditeer en finansiële state moet opgestel word wat die volgende aantoon:—

(*a*) alle gelde gedurende die onderhawige tydperk ontvang—

(i) ingevolge artikel 7 hiervan;
(ii) van ander bronne (as daar sulkes was); en

(*b*) uitgawes onder alle hoofde aangegaan,

tesame met 'n balansstaat wat die bates en laste van die fonds aan die einde van elke halfjaar oontoon. Ware kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die voorsitter van die Raad, en van die ouditeurs se verslag daaroor, moet daarna vir inspeksie aan die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik, maar nie later as drie maande na die einde van die tydperk wat daardeur gedek word nie, aan die Sekretaris van Arbeid gestuur word.

21. VRYSTELLINGS.

Vrystellings van die bepalings van hierdie Ooreenkoms kan deur die staande komitee verleen word. Wanneer hy tot 'n beslissing oor 'n aansoek om vrystelling kom, moet die staande komitee oorweging skenk aan die aanbevelings van die betrokke gesamentlike raad.

Aangesien die werkgewersorganisasies en die vakvereniging die ooreenkoms gesluit het wat hierin bekendgemaak word, verklaar die ondergetekende gemagtigde ampsdraers van die Raad hierby dat die voorgaande die ooreenkoms is wat aangegaan is en heg hulle hul handtekenings daaraan.

Gedateer te Kaapstad op Hede die 26ste dag van Mei 1954.

Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

D. A. SALES,
Voorsitter.

S. GEO RADDALL,
Ondervoorsitter.

E. P. KEMP,
Sekretaris.

15. DECISION OF COUNCIL FINAL.

All claimants on the fund shall in all matters be bound by the decision of the management committee, provided, however, that a claimant shall have a right of appeal to the Council and the decision of that body shall be final on all matters relating to the payment of benefits, grants or allowances, or the fund generally.

16. GENERAL.

(*a*) Disbursements from the fund in respect of benefits shall cease whenever the amount standing to the credit of the fund falls below £1,000, and the payment of benefits shall not be resumed until the amount standing to the credit of the fund has reached £2,000.

(*b*) The members of the Council and its Committees and the officials of the Council shall not be liable for the debts and liabilities of the fund, and shall be, and they are hereby, indemnified by the fund against all losses and expenses incurred by them in the bona fide execution of their duties in connection with the fund.

17. EXPIRY OF AGREEMENT.

Should this Agreement expire through effluxion of time or for any other reason, the fund shall continue to be administered by the management committee until by decision of the Council it be either liquidated or transferred to some other fund constituted for the benefit of employee of the class mentioned in section 5 hereof.

18. LIQUIDATION OF FUND.

Upon liquidation of the fund in terms of section 17, the moneys remaining to the credit of the fund after payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the general fund of the Council.

19. DISSOLUTION OF THE COUNCIL.

In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the management committee shall continue to administer the fund, and the members of such committee at the date on which the Council ceases to function or is dissolved shall be deemed to be the members thereof for such purpose. Any vacancy occurring on such committee may be filled by the Minister from amongst employers and employees in the Industry. Should the committee be unable or unwilling to discharge its duties the Minister may appoint a trustee or trustees to perform the functions of the committee and the trustees so appointed shall have all the powers vested in the committee for the purpose of this clause. Upon the expiration of the Agreement the fund shall be liquidated and any unexpended amount disposed of in accordance with section 18. If upon such expiration the affairs of the Council have already been wound up and its assets distributed, the moneys remaining to the credit of the fund shall be distributed in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

20. AUDITING OF ACCOUNTS AND FINANCIAL STATEMENTS.

The accounts of the fund shall be audited by chartered accountants bi-annually and financial statements be prepared showing:—

(*a*) all moneys received—

(i) in terms of section 7 hereof;
(ii) from other sources (if any); and

(*b*) expenditure incurred under all headings;

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

21. EXEMPTIONS.

Exemption from the terms of this Agreement may be granted by the standing committee. In arriving at its decision on an application for exemption the standing committee shall give consideration to the recommendation of the Joint Board concerned.

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 aforegoing is the Agreement arrived at, and affix their signatures thereto.

Dated at Cape Town, this 26th day of May, 1954.

National Industrial Council of the Printing and Newspaper Industry of South Africa.

D. A. SALES,
Chairman.

S. GEO RADDALL,
Vice-Chairman.

E. P. KEMP,
Secretary.

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