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REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2578
Registered at the Post Office as a Newspaper

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R.2596] [30 December 1977

INDUSTRIAL CONCILIATION ACT, 1956

PRINTING AND NEWSPAPER INDUSTRY

MAIN AGREEMENT

I, STEPHANUS PETRUS BOTHA, Minister of Labour, hereby—

(a) in terms of section 48 (1) *(a)* of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry, shall be binding, with effect from 1 January 1978 and for the period ending 31 December 1979, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) *(b)* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 3, 4 (1), 11 (4) *(f)*, 23, 25 (1) and (2) *(a)*, 61 and 66, shall be binding, with effect from 1 January 1978 and for the period ending 31 December 1979, upon all employers and

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R.2596] [30 Desember 1977

WET OP NYWERHEIDSVERSOENING, 1956

DRUK- EN NUUSBLADNYWERHEID

HOOFOOREENKOMS

Ek, STEPHANUS PETRUS BOTHA, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) *(a)* van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, met ingang van 1 Januarie 1978 en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) *(b)* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 3, 4 (1), 11 (4) *(f)*, 23, 25 (1) en (2) *(a)*, 61 en 66, met ingang van 1 Januarie 1978 en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir alle ander werkgewers en werknemers

employees other than those referred to in paragraph *(a)* of this notice, who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) *(a)* of the said Act, declare that in the Republic of South Africa and with effect from 1 January 1978 and for the period ending 31 December 1979, the provisions of the said Agreement, excluding those contained in clauses 3, 4 (1), 11 (4) *(f)*, 23, 25 (1) and (2) *(a)*, 61 and 66, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA,
Minister of Labour

SCHEDULE

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

MAIN AGREEMENT

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

The Federation of Master Printers of South Africa

and

The Newspaper Press Union of South Africa

(hereinafter referred to as the ''employers' 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. DIVISION 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.

as dié genoem in paragraaf *(a)* van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) *(a)* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 3, 4 (1), 11 (4) *(f)*, 23, 25 (1) en (2) *(a)*, 61 en 66, met ingang van 1 Januarie 1978 en vir die tydperk wat op 31 Desember 1979 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA,
Minister van Arbeid.

BYLAE

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

HOOFOOREENKOMS

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

Federation of Master Printers of South Africa

en die

Newspaper Press Union of South Africa

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

South African Typographical Union

(hierna die ,,vakvereniging'' genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

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.

Chapter 8

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

Chapter 9

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

Chapter 10

Exemptions and miscellaneous: Sections 63 to 68.

CHAPTER 1

2. DEFINITIONS

Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, 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 Apprenticeship Act, 1944, or a minor employed in a designated trade with the written consent of the Registrar of Apprenticeship;

"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 Industrial Conciliation Act, 1956;

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

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

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

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

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

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

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

Hoofstuk 8

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

Hoofstuk 9

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

Hoofstuk 10

Vrystellings en diverse bepalings: Klousules 63 tot 68.

HOOFSTUK 1

2. WOORDOMSKRYWING

Tensy uit die samehang anders blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in dié Wet, sluit enige verwysing na 'n wet enige 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 Vakleerlinge, 1944, of 'n minderjarige in diens in 'n aangewese bedryf met die skriftelike toestemming van die Registrateur van Vakleerlinge;

„kalenderjaar" die tydperk van 1 Januarie tot 31 Desember in enige jaar;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

''general assistant'' means an employee not elsewhere defined;

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

''Industry'' means the Printing and Newspaper Industry;

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

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

''journeyman'' means—

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

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

(c) a person 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 mounter, 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;

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

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

(b) ''washing up'' machines by the use of automatic washing up divices 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 stacking paper for maturing;

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

,,Afdeling Buigsame Houers'' dié afdeling van die Nywerheid waarin werkgewers en werknemers geassosieer is vir die produksie van houers soos omskryf in klousule 39 van hierdie Ooreenkoms en/of die druk op drukgevoelige kleefband;

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

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

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

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

,,Nywerheid'' die Druk- en Nuusbladnywerheid;

,,diepdrukwerk'', wat fotogravure-reproduksie omvat, die metode van reproduksie deur meganiese middels waarby die letters, prente, ontwerpe of ander tekens wat gereproduseer 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 bedruk moet word;

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

,,vakman''—

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

(b) iemand wat 'n Gesamentlike Raad of die Staande Komitee oortuig het van sy 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 papiersakmasjienbediener, chemiemonteerder, 'n persoon wat ooreenkomstig klousule 25 (7) *(a)* (ii), (12) (ii) of (14) *(h)* (ii) in diens is of 'n perforeermasjienbediener, wat in besit is van 'n Graad I-lidmaatskapkaart van die vakvereniging; of

(d) 'n drukkerswerktuigkundige;

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

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

(b) masjiene ,,opwas'' deur gebruikmaking van outomatiese opwastoestelle of andersins, met inbegrip van die verwydering en skoonmaak van rollers en die skoonmaak van inkbakke of inkplate op masjiene; of masjiene olie en smeer, met inbegrip van die masjiene vir dié doel aansit en stopsit;

(c) plate van monteerstukke ná drukwerk verwyder; ou rollers of rollerkomposisie stukkend sny; of rollers giet; by die maak van rubberstempels voltooide rubbers aan stempels vasheg;

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

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

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

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

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

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

(j) loading or unloading at the feed or delivery ends of all types of machines; knocking up: Provided that a factory labourer 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 same;

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

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

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

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

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

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

(t) draining or cleaning etching or plating baths;

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

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

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

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

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

(z) the operation of power-driven vehicles for the transportation of goods or material within the factory; transporting formes, paper or other material to and from machine room; the breaking up and chipping of plastic materials for re-use; 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; clearing

(g) platsetsel in galeivorm vóór proefwerk skoonmaak; galeie of vorms met setsel optel of verskuif; setsel of reëls as 'n bode dra; loodstawe in metaalpotte plaas; masjiensetsel bymekaar gooi om weer gesmelt te word; stereotipe- of setmasjienmetaal 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 asente van silinders vóór plaatwerk aansit;

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

(k) afvalstukke afstroop van rolle papier of ander materiaal en dit massameet; of rolle papier of ander materiaal in alle afdelings van die Nywerheid, uitgesonderd die Afdeling Buigsame Houers, onder toesig van 'n vakman of 'n vakleerling splits of weer opdraai; 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 ontlaai; 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 masjien plaas of daarvan aflig maar hulle nie in posisie vassit of vassluit nie;

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

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

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

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

(r) plate of silinders skoonmaak; afvalmetaal stukkend sny; monteerstukke skoonmaak; of stereokomberse was en droogmaak;

(s) ou emulsie afskrop of glasplate skoonmaak;

(t) ets- of plateerbakke leegtap of skoonmaak;

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

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

(w) gekeepte ente aanbreek, uitmekaar haal, 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 houers vasheg ten einde hulle te voltooi of geriffelde houers baal in die Afdeling Riffelbord en Riffelbordhouers;

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

(z) die bediening van kragvoertuie vir die vervoer van goedere of materiaal binne die fabriek; drukvorms, papier of ander materiaal na en van masjienkamer vervoer; 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

gang stitcher, but not making any mechanical adjustment thereto; or any one or more of the operations which may be done by a factory labourer in terms of section 25 (10) of this Agreement;

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

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

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

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

(bb) any one or more of the following operations in connection with the production of flexible packaging:

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

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

(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 rewound reels from slitting machines;

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

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

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

(ff) opening or closing boxes, bales, drums or other packages; branding, marking, stencilling or labelling boxes, bales, drums or other packages;

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

(hh) assisting on vehicles used for the collection or delivery of goods or loading or unloading vehicles;

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

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

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

(i) Lidding;

(ii) nesting of cups;

(iii) sleeving of milk bottle discs; or

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

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

''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;

verstelling daaraan doen nie; of enigeen of meer van di werksaamhede wat deur 'n fabrieksarbeider ingevolg klousule 25 (10) van hierdie Ooreenkoms gedoen ma word;

(aa) enigeen of meer van ondergenoemde werksaamhede i die papiersakafdeling:

(i) Rolle papier gereedmaak of dit op buismasjiene si of sakbuise van buismasjiene afhaal;

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

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

(bb) enigeen of meer van ondergenoemde verksaamhede in verband met die produksie van buigsame houers:

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

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

(iii) in pakkies, kartonhouers of riffelbordhouers verpak;

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

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

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

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

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

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

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

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

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

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

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

(i) Deksels opsit;

(ii) koppies inmekaarsit;

(iii) melkbottelskywe huls; of

(iv) inmekaargepakte koppies of gehulste melkbottelskywe verpak;

„leerling-litobediener'' 'n werknemer wat met die skriftelike toestemming van die Staande Komitee geleer word hoe om op voorgesensibiliseerde 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 Staande 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 gereproduseer moet word, in reliëf op die drukvlak staan, en òf regstreeks òf deur middel van vlakdrukwerk („offset'') oorgebring word op die papier of ander materiaal waarop gedruk moet word;

„litobediener'' 'n werknemer wat as sodanig by die Raad geregistreer is en wat op 'n voorgesensibiliseerde 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;

''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 of type or other material for handsetting, cast by the machine on which he is in attendance, in the cases;

(c) oiling or cleaning of casting machines;

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

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

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

''night work'' means work performed on a regular shift, any portion of which falls between the hours of 18h00 on one day and 06h30 on the next, but does not include the work for the production of newspapers mentioned 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 mentioned 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, 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 Apprenticeship Act; or

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

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

„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 Monotype-gietmasjiene 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 gietmasjien reguleer; die geperforeerde rolle in die masjien aansit; toesig hou oor die produk van die masjien, terwyl dit loop, of dit reguit maak; galeisetsel en gietwerk van die masjien 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 masjien wat hy bedien, in die kaste uitsit vir handsetwerk;

(c) gietmasjiene olie of skoonmaak;

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

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

„veelkleurmasjien'' 'n masjien 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 masjien van die papier of ander materiaal terwyl daar gedruk word;

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

„bediener-werktuigkundige'' 'n vakman wat 'n setmasjien bedien [uitgesonderd 'n Typograph-setmasjien in 'n inrigting in die gebiede genoem in paragraaf *(b)* (ii) van Goewermentskennisgewing R.2119 van 15 November 1968] 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 geassosieer is met die doel om papiersakke te vervaardig;

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

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

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

„degelpersdrukker'' 'n werknemer wat as sodanig by die Raad geregistreer is en wat werk op degelperse persklaar maak, met inbegrip van die vassluit van vorms vir enige silindermasjien, en dit bedien of oor die werking daarvan toesig hou, mits die masjien '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 mag 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 Vakleerlinge; of

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

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

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

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

Composing, proof-reading, stereotyping and electrotyping, typecasting, 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 mentioned 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;

,,Druk- en Nuusbladnywerheid'', sonder om die algemeen erkende betekenis daarvan te beperk, die nywerheid, bedryf of onderneming waarin werkgewers en werknemers geassosieer is vir die produksie van drukwerk van watter aard 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, setwerk, prosesgravure- en fotogravurewerke, hoogdrukmasjienbediening, druk- en litografiese kuns, litografie, drukkerspakhuiswerk, drukkersingenieurswerk, graveer- en stempelsny-, boekbind-, linieer-, sny- en syskermdrukwerk, duplisering, inkmengwerk [as dit onderneem word deur werkgewers wat die werksaamhede genoem in paragrawe *(a)*, *(b)* en *(c)* uitvoer];

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

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

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

(iii) enige soort houer (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, dokumenttasse, sakke en alle dergelike houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;

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

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

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

,,chemiemonteerder'' 'n werknemer wat as sodanig by die Raad geregistreer is en wat in diens is vir die uithol, afskuinsing, afwerk en/of montering 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 chemiegrafie 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 Staande 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 toiletrolmasjiene met drukinrigtings nie en ook nie masjiene wat gebruik word by die vervaardiging van houers in klousule 41 (2) of (3) van hierdie Ooreenkoms genoem nie;

,,Skermdrukafdeling'' dié afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om skermdrukwerk uit te voer;

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

''Secretary'' means the Secretary of the Council;

''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;

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

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

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

''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;

''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 mentioned 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 xed by the Minister of Labour in terms of section 48 of the ndustrial Conciliation Act, 1956, and shall remain in force until 31)ecember 1979, 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 and shall be observed by all members of he 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 Apprenticeship Act, 1944, or any conditions fixed thereunder, shall apply in respect of apprentices and minors: Provided further—

(a) that only sections 6 (1) *(e)*, 6 (6), 7, 8 (1), 11, 12 (1) *(b)*, 13 (1), 14 (12), 16 and 18 (1) shall apply in respect of those employees for whom wage rates are prescribed in section 6 (1) *(e)*; and

(b) that only sections 1 to 4 (inclusive) and 51 to 62 (inclusive) shall be applicable to employers and employees who are engaged in the Duplicating Section.

5. DIVISION OF REPUBLIC INTO AREAS

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

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

Area ''G''—The Magisterial Districts of Barkly West, Hankey, Hay, Herbert; the Province of Natal, excluding the Magisterial Districts of Camperdown, Durban, Inanda, Pietermaritzburg and Pinetown; the Province of the Orange Free State, excluding the Magisterial District of Bloemfontein; the Province of the Transvaal, excluding those areas specified in area ''H'';

Area ''G to H''—The Magisterial Districts of Bellville, Camperdown, the Cape, Durban, East London, Goodwood, Inanda, Kimberley, Kuils River, Pietermaritzburg, Pinetown, Port Elizabeth, Simonstown, Uitenhage and Wynberg;

Area ''H''—The Magisterial Districts of Alberton, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Tvl.), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

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

,,Sekretaris'' die Sekretaris van die Raad;

,,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;

,,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 opbreek van die platnuussetsel van koerante;

,,Staande Komitee'' die Staande 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 Staande Komitee vir 'n termyn opleiding in 'n afdeling van 'n bedryf ondergaan;

,,setmasjienbediener'' 'n vakmansetter in diens vir die bediening van enige soort setmasjien, met inbegrip van Monotype-toetsborde, maar met uitsluiting van bedieners van Typograph-setmasjiene wat in diens is in die gebiede genoem in paragraaf *(b)* (ii) van Goewermentskennisgewing R.2119 van 15 November 1968, of Monotype-bedienerwerktuigkundiges; en

,,werkweek'' die gebruiklike betaalweek van 'n inrigting.

3. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel, en bly van krag tot 31 Desember 1979 of vir dié tydperk wat hy bepaal.

4. TOEPASSINGSBESTEK

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

(2) Met uitsondering van klousule 6 (4), is die Ooreenkoms slegs van toepassing op daardie werknemers vir wie loontariewe voorgeskryf word: Met dien verstande egter dat al hierdie bepalings wat nie met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens vasgestel word, onbestaanbaar is nie, op vakleerlinge en minderjariges van toepassing is: Voorts met dien verstande—

(a) dat slegs klousules 6 (1) *(e)*, 6 (6), 7, 8 (1), 11, 12 (1) *(b)*, 13 (1), 14 (12), 16 en 18 (1) van toepassing is op werknemers vir wie loontariewe in klousule 6 (1) *(e)* voorgeskryf word; en

(b) dat slegs klousules 1 tot en met 4 en 51 tot en met 62 van toepassing is op werkgewers en werknemers wat in die Dupliseerafdeling werk.

5. GEBIEDSINDELING VAN DIE REPUBLIEK

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

Gebied ,,D tot G''—Die landdrosdistrikte Barberton, Nelspruit en Witrivier en die provinsie die Kaap die Goeie Hoop, uitgesonderd die gebiede in gebiede ,,G'' en ,,G tot H'' gespesifiseer;

Gebied ,,G''—Die landdrosdistrikte Barkly-Wes, Hankey, Hay, Herbert; die provinsie Natal, uitgesonderd die landdrosdistrikte Camperdown, Durban, Inanda, Pietermaritzburg en Pinetown; die provinsie Oranje-Vrystaat, uitgesonderd die landdrosdistrik Bloemfontein; die provinsie Transvaal, uitgesonderd die gebiede in gebied ,,H'' gespesifiseer;

Gebied ,,G tot H''—Die landdrosdistrikte Bellville, Camperdown, die Kaap, Durban, Oos-Londen, Goodwood, Inanda, Kimberley, Kuilsrivier, Pietermaritzburg, Pinetown, Port Elizabeth, Simonstad, Uitenhage en Wynberg;

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

CHAPTER 2

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

6. WAGE RATES

(1) No employer shall pay to an employee of a class specified hereunder and no such employee shall accept wages at less than the following weekly rates for the area concerned 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	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
	(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 for males in	Table 9
	(ix) Solid typesetters in accordance with their experience in the Industry	Tables 10 and 11
	(x) General assistants in accordance with their experience in the Industry	Table 10
	(xi) Envelope punchers in accordance with their experience as such	Table 12
(e)	Drivers of motor vehicles, designed for the conveyance of goods	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 labourers.

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

(5) In order to ascertain the wage payable to an employee of a class whose wage rates are dependent upon experience, the total

HOOFSTUK 2

BEPALINGS VAN TOEPASSING OP ALLE AFDELINGS V/ DIE NYWERHEID, UITGESONDERD DIE DUPLISEERAFD LING

6. LOONTARIEWE

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

(a)	Voormanne, uitgesonderd voormanne in die Skermdrukafdeling	Tabel 1, Skaal
(b)	Vakmanne:	
	(i) Vakmanne nie elders gespesifiseer nie	Tabel 1, Skaal
	(ii) Setmasjienbedieners	Tabel 1, Skaal
	(iii) Bediener-werktuigkundiges	Tabel 1, Skaal
	(iv) Litograwe, op diens by vlakdrukmasjiene wat in staat is om velle groter as 889 mm by 571,5 mm te druk, met minstens ses maande ondervinding van sulke masjiene	Tabel 1, Skaal
	(v) Vakmanne wat veelkleur- of perfekteermasjiene bedien, met minstens ses maande ondervinding van sulke masjiene	Tabel 1, Skaal
	(vi) Vakmanne in diens vir die bediening van of toesig oor rolperse gebruik vir die druk van nuusblaaie en tydskrifte	Tabel 1, Skaal
(c)	Drukkershulpe	Tabel 2
(d)	(i) Leerling-drukkershulpe	Tabel 3
	(ii) Chemiemonteerders	Tabel 4
	(iii) Bedieners van vrugtetoedraaipapiermasjiene	Tabel 5
	(iv) Degelpersdrukkers en litobedieners	Tabel 6
	(v) Leerling-degelpersdrukkers en leerling-litobedieners volgens hul ondervinding soos bepaal deur die Staande Komitee	Tabel 7
	(vi) Monotype-gietmasjienbedieners volgens hul ondervinding as sodanig	Tabel 8
	(vii) Kwartobinders volgens hul ondervinding as sodanig	Tabel 9
	(viii) Bedieners van handsnymasjiene—hoogste loon vir mans in	Tabel 9
	(ix) Platsetters volgens hul ondervinding in die Nywerheid	Tabelle 10 en 11
	(x) Algemene assistente volgens hul ondervinding in die Nywerheid	Tabel 10
	(xi) Koevertponsers volgens hul ondervinding as sodanig	Tabel 12
(e)	Drywers van motorvoertuie bedoel vir die vervoer van goedere	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 voorgeskryf.

(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 oortydtariewe 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 middagkoerantdrukkerye of ten opsigte van die indiensneming van los arbeiders nie.

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

(5) Ten einde die loon vas te stel wat betaalbaar is aan 'n werknemer van 'n klas wie se loontariewe van ondervinding afhang,

perience of the employee in the Industry—irrespective of the ablishment where such experience was gained—shall be reck-ed: Provided, however, that where a general assistant, corrugated ard and container assistant, fibre container assistant, paper sack chine assistant, packaging assistant, screen preparer, screen print-, probationer or screen worker returns to the Industry after a iod of absence of seven years or more, the wage rate payable to t assistant in terms of his experience may be reduced by one tch for each year of absence in excess of five years: Provided ther that any such assistant with two or more years of experience all not have his wage reduced below that payable to an employee th one year of experience.

(6) In order to ascertain an employee's hourly wage rate, the ekly wage payable to that employee at the time, being at a rate t less than the minimum prescribed in this Agreement, shall be vided by 40 or, in the case of a driver of a motor vehicle, the mber of hours specified in section 12 (1) *(b)*. In order to ascertain day's pay the weekly wage payable to the employee concerned at e time, being at a rate not less than the minimum prescribed in this greement, shall be divided by five in the case of a five-day or ve-night week establishment, five and a half in the case of a five d a half-day or five and a half-night week establishment and six in e case of a six-night week establishment.

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

TABLE 1

DAY WORK

Area	Journeymen not elsewhere Specified Scale 1	Foremen; Offset Litho; Multi-colour; Perfecting and Rotary Machine Minders Scale 2	T.M. Operators Scale 3	Operator Mechanics Scale 4
		1978		
	R	R	R	R
D to G	94,86	100,68	101,60	108,07
G	96,72	102,73	103,71	110,38
G to H	97,00	103,03	104,01	110,74
H	97,45	103,53	104,50	111,31
		1979		
D to G	103,04	109,41	110,44	117,50
G	103,97	110,43	111,49	118,66
G to H	104,54	111,04	112,10	119,38
H	104,76	111,29	112,34	119,66

TABLE 2

DAY WORK

Weekly Wages payable to Printers' Attendants

Area	1978	1979
	R	R
D to G	77,60	84,25
G	79,03	84,96
G to H	79,47	85,84
H	80,18	86,19

TABLE 3

DAY WORK

Weekly wages payable to Trainee Printers' Attendants

Area	1978		1979	
	1st year	2nd year	1st year	2nd year
	R	R	R	R
D to G	66,53	69,69	72,35	75,74
G	67,96	71,12	73,06	76,45
G to H	68,40	71,56	73,94	77,34
H	69,12	72,27	74,30	77,69

moet die totale ondervinding van die werknemer in die Nywerheid bereken word—ongeag die inrigting waar die ondervinding opgedoen is: Met dien verstande egter dat ingeval 'n algemene assistent, 'n riffelbord- en riffelbordhouerassistent, veselhouerassistent, papiersakmasjienassistent, houerassistent, skermbereider, skermdrukproefleerling of skermwerker 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 mag word vir elke jaar afwesigheid wat langer as vyf jaar geduur het: Voorts met dien verstande dat die loon van enige sodanige assistent met twee of meer jare ondervinding nie verminder mag word nie tot benede dié wat aan 'n werknemer met een jaar ondervinding betaalbaar is.

(6) Ten einde 'n werknemer se uurloontarief vas te stel, moet die weekloon aan daardie werknemer op daardie tydstip betaalbaar, wat 'n tarief is van minstens die minimum wat by hierdie Ooreenkoms voorgeskryf word, deur 40 gedeel word, of in die geval van 'n drywer van 'n motorvoertuig, die getal ure in klousule 12 (1) *(b)* uiteengesit. Ten einde die dagloon te bepaal, moet die weekloon op daardie tydstip aan die werknemer betaalbaar, wat 'n tarief is van minstens die minimum wat by hierdie Ooreenkoms voorgeskryf 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 bepalings hierin, moet 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang as dié wat vir sy klas voorgeskryf word, betaal word teen sodanige hoër loon terwyl hy by dieselfde werkgewer in diens is.

TABEL 1

DAGWERK

Gebied	Vakmanne nie elders genoem nie Skaal 1	Voormanne; bedieners van vlakdruklito-, veelkleur-, perfekteer- en rolperse Skaal 2	L.M.-bedieners Skaal 3	Bediener-werktuig-kundiges Skaal 4
		1978		
	R	R	R	R
D tot G	94,86	100,68	101,60	108,07
G	96,72	102,73	103,71	110,38
G tot H	97,00	103,03	104,01	110,74
H	97,45	103,53	104,50	111,31
		1979		
D tot G	103,04	109,41	110,44	117,50
G	103,97	110,43	111,49	118,66
G tot H	104,54	111,04	112,10	119,38
H	104,76	111,29	112,34	119,66

TABEL 2

DAGWERK

Weeklone betaalbaar aan drukkershulpe

Gebied	1978	1979
	R	R
D tot G	77,60	84,25
G	79,03	84,96
G tot H	79,47	85,84
H	80,18	86,19

TABEL 3

DAGWERK

Weeklone betaalbaar aan leerling-drukkershulpe

Gebied	1978		1979	
	1ste jaar	2de jaar	1ste jaar	2de jaar
	R	R	R	R
D tot G	66,53	69,69	72,35	75,74
G	67,96	71,12	73,06	76,45
G tot H	68,40	71,56	73,94	77,34
H	69,12	72,27	74,30	77,69

TABLE 4

DAY WORK

Weekly Wages payable to Process Mounters

Area	1978 1st 6 months	2nd 6 months	3rd 6 months	Thereafter
	R	R	R	R
D to G	56,93	66,41	75,91	85,39
G	58,04	67,70	77,39	87,06
G to H	58,21	67,90	77,61	87,32
H	58,48	68,23	77,98	87,73

Area	1979 1st 6 months	2nd 6 months	3rd 6 months	Thereafter
	R	R	R	R
D to G	61,84	72,14	82,45	92,75
G	62,39	72,78	83,19	93,59
G to H	62,74	73,18	83,64	94,11
H	62,87	73,35	83,83	94,31

TABLE 5

DAY WORK

Weekly Wages payable to Fruit Wrapper Machine Operatives

Area	1978	1979
	R	R
D to G	57,10	62,74
G	59,47	63,93
G to H	62,30	69,63
H	66,92	71,94

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	1978	1979
	R	R
D to G	50,20	55,14
G	52,25	56,17
G to H	54,71	61,12
H	58,73	63,13

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.

Area	1978 1st 6 months	2nd 6 months	3rd 6 months
	R	R	R
D to G	32,16	35,84	42,85
G	32,40	36,31	44,06
G to H	33,68	37,82	45,17
H	35,77	40,28	46,97

TABEL 4

DAGWERK

Weeklone betaalbaar aan chemiemonteerders

Gebied	1978 Eerste ses maande	Tweede ses maande	Derde ses maande	Daarna
	R	R	R	R
D tot G	56,93	66,41	75,91	85,39
G	58,04	67,70	77,39	87,06
G tot H	58,21	67,90	77,61	87,32
H	58,48	68,23	77,98	87,73

Gebied	1979 Eerste ses maande	Tweede ses maande	Derde ses maande	Daarna
	R	R	R	R
D tot G	61,84	72,14	82,45	92,75
G	62,39	72,78	83,19	93,59
G tot H	62,74	73,18	83,64	94,11
H	62,87	73,35	83,83	94,31

TABEL 5

DAGWERK

Weeklone betaalbaar aan bedieners van vrugtetoedraaipapiermasjiene

Gebied	1978	1979
	R	R
D tot G	57,10	62,74
G	59,47	63,93
G tot H	62,30	69,63
H	66,92	71,94

TABEL 6

DAGWERK

Weeklone betaalbaar aan degelpersdrukkers en litobedieners

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	1978	1979
	R	R
D tot G	50,20	55,14
G	52,25	56,17
G tot H	54,71	61,12
H	58,73	63,13

TABEL 7

DAGWERK

Weeklone betaalbaar aan leerling-degelpersdrukkers en leerling-litobedieners 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.

Gebied	1978 Eerste ses maande	Tweede ses maande	Derde ses maande
	R	R	R
D tot G	32,16	35,84	42,85
G	32,40	36,31	44,06
G tot H	33,68	37,82	45,17
H	35,77	40,28	46,97

ea	1979 1st 6 months	2nd 6 months	3rd 6 months
	R	R	R
o G	34,71	38,79	46,75
	34,83	39,03	47,36
o H	37,40	42,07	49,59
	38,45	43,30	50,49

TABLE 8

DAY WORK

eekly Wages payable to Monotype Caster Attendants in accordance with their experience

ea	1978 1st year	2nd year	Thereafter
	R	R	R
to G	30,06	40,49	50,24
	30,37	41,28	52,38
to H	31,29	42,84	54,98
	32,78	45,37	59,21

rea	1979 1st year	2nd year	Thereafter
	R	R	R
to G	32,49	43,99	55,24
	32,65	44,38	56,31
to H	34,50	47,51	61,54
	35,24	48,77	63,65

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 for males shall be payable to operatives of manually operated cutting machines irrespective of sex.

Area		1978 1st year	2nd year	Thereafter
		R	R	R
D to G	(females)	40,37	43,91	44,11
	(males)	44,52	48,54	49,43
G	(females)	41,52	44,66	44,86
	(males)	45,21	49,05	49,94
G to H	(females)	42,50	45,49	45,65
	(males)	46,06	50,24	52,30
H	(females)	44,11	46,85	47,28
	(males)	47,43	52,18	56,14

Area		1979 1st year	2nd year	Thereafter
		R	R	R
D to G	(females)	44,06	47,63	47,84
	(males)	48,26	52,48	53,44
G	(females)	44,63	48,01	48,22
	(males)	48,60	52,73	53,69
G to H	(females)	46,61	49,68	50,01
	(males)	50,31	55,12	58,43
H	(females)	47,42	50,36	50,83
	(males)	50,99	56,09	60,35

Gebied	1979 Eerste ses maande	Tweede ses maande	Derde ses maande
	R	R	R
D tot G	34,71	38,79	46,75
G	34,83	39,03	47,36
G tot H	37,40	42,07	49,59
H	38,45	43,30	50,49

TABEL 8

DAGWERK

Weeklone betaalbaar aan Monotype-gietmasjienbedieners volgens hul ondervinding

Gebied	1978 Eerste jaar	Tweede jaar	Daarna
	R	R	R
D tot G	30,06	40,49	50,24
G	30,37	41,28	52,38
G tot H	31,29	42,84	54,98
H	32,78	45,37	59,21

Gebied	1979 Eerste jaar	Tweede jaar	Daarna
	R	R	R
D tot G	32,49	43,99	55,24
G	32,65	44,38	56,31
G tot H	34,50	47,51	61,54
H	35,24	48,77	63,65

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, ongeag hul geslag.

Gebied		1978 Eerste jaar	Tweede jaar	Daarna
		R	R	R
D tot G	(vrouens)	40,37	43,91	44,11
	(mans)	44,52	48,54	49,43
G	(vrouens)	41,52	44,66	44,86
	(mans)	45,21	49,05	49,94
G tot H	(vrouens)	42,50	45,49	45,65
	(mans)	46,06	50,24	52,30
H	(vrouens)	44,11	46,85	47,28
	(mans)	47,43	52,18	56,14

Gebied		1979 Eerste jaar	Tweede jaar	Daarna
		R	R	R
D tot G	(vrouens)	44,06	47,63	47,84
	(mans)	48,26	52,48	53,44
G	(vrouens)	44,63	48,01	48,22
	(mans)	48,60	52,73	53,69
G tot H	(vrouens)	46,61	49,68	50,01
	(mans)	50,31	55,12	58,43
H	(vrouens)	47,42	50,36	50,83
	(mans)	50,99	56,09	60,35

TABLE 10

DAY WORK

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

Area	1978 1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	After 2 years*
	R	R	R	R	R
D to G	28,75	33,01	36,71	40,39	41,14
G	29,16	33,35	37,11	41,62	42,30
G to H	30,02	34,69	38,53	42,60	43,31
H	31,42	36,89	40,85	44,21	44,94

Area	1979 1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	After 2 years*
	R	R	R	R	R
D to G	31,14	35,68	39,69	44,12	44,89
G	31,35	35,85	39,89	44,74	45,47
G to H	33,08	38,56	42,75	46,72	47,50
H	33,78	39,66	43,91	47,53	48,31

*General Assistants 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

Area	1978 3rd year	4th year	After 4 years
	R	R	R
D to G	42,48	47,10	47,97
G	43,83	49,05	49,94
G to H	44,19	50,24	52,30
H	44,78	52,18	56,14

Area	1979 3rd year	4th year	After 4 years
	R	R	R
D to G	46,45	51,76	52,70
G	47,12	52,73	53,69
G to H	47,85	55,12	58,43
H	48,14	56,09	60,35

TABLE 12

DAY WORK

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

Area	1978 1st year	2nd year	Thereafter
	R	R	R
G	41,52	46,26	49,94
G to H	42,49	47,91	52,30
H	44,08	50,62	56,14

Area	1979 1st year	2nd year	Thereafter
	R	R	R
G	44,63	49,73	53,69
G to H	46,59	53,06	58,43
H	47,39	54,42	60,35

TABEL 10

DAGWERK

Weeklone betaalbaar aan algemene assistente en platsetters gedurende eerste twee jaar ondervinding

Gebied	1978 Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twe jaar*
	R	R	R	R	R
D tot G	28,75	33,01	36,71	40,39	41,14
G	29,16	33,35	37,11	41,62	42,30
G tot H	30,02	34,69	38,53	42,60	43,31
H	31,42	36,89	40,85	44,21	44,94

Gebied	1979 Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twe jaar*
	R	R	R	R	R
D tot G	31,14	35,68	39,69	44,12	44,89
G	31,35	35,85	39,89	44,74	45,47
G tot H	33,08	38,56	42,75	46,72	47,50
H	33,78	39,66	43,91	47,53	48,31

*Alleenlik algemene assistente. Vir voortsetting van skale vir platsetter kyk Tabel 11.

TABEL 11

DAGWERK

Weeklone betaalbaar aan platsetters na twee jaar ondervinding

Gebied	1978 Derde jaar	Vierde jaar	Na vier jaar
	R	R	R
D tot G	42,48	47,10	47,97
G	43,83	49,05	49,94
G tot H	44,19	50,24	52,30
H	44,78	52,18	56,14

Gebied	1979 Derde jaar	Vierde jaar	Na vier jaar
	R	R	R
D tot G	46,45	51,76	52,70
G	47,12	52,73	53,69
G tot H	47,85	55,12	58,43
H	48,14	56,09	60,35

TABEL 12

DAGWERK

Weeklone betaalbaar aan koevertponsers volgens hul ondervinding as sodanig

Gebied	1978 Eerste jaar	Tweede jaar	Daarna
	R	R	R
G	41,52	46,26	49,94
G tot H	42,49	47,91	52,30
H	44,08	50,62	56,14

Gebied	1979 Eerste jaar	Tweede jaar	Daarna
	R	R	R
G	44,63	49,73	53,69
G tot H	46,59	53,06	58,43
H	47,39	54,42	60,35

TABLE 13

ekly Wages payable to Drivers of Motor Vehicles

	1978	1979
ess than 5 000 kg unladen mass —	R32,64	R35,90
Over 5 000 kg unladen mass —	R38,08	R41,89

7. WAGE RATES INCLUSIVE OF COST OF LIVING ALLOWANCE

In view of the adjustments made in the past, the wage rates scribed by Tables 1 to 33 and section 47 shall be deemed to be clusive of cost of living allowance.

8. DIFFERENTIAL RATES AND RATIO

(1) *(a)* An employer shall pay an employee who, through an nergency or any other cause, performs work which by virtue of the ovisions of this Agreement he is not qualified to perform, or which ould be performed by another class of employee, the rate of wages r the whole day on which such work is performed, which is escribed to be payable hereinbefore to the employee qualified or titled to perform the said class of work.

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

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

(c) Similarly, subject to the provisions of section 18 (6) *(a)*, the ontributions payable to the funds of the Council in terms of section 8 in respect of an employee mentioned in paragraph *(a)* or *(b)* bove shall be at the higher rate prescribed for the whole day.

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

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

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

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

(c) Not less than one in every three employees employed solely on making ready on an 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.

9. APPRENTICES AND MINORS

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

(2) An employer may require a journeyman, as part of his ordinary duties to instruct, and such employee shall so instruct, any apprentices in the same designated trade as such journeyman in the employment of such employer, so as to render such apprentices proficient in their trade. It shall be the duty of the employer to

TABEL 13

Weeklone betaalbaar aan drywers van motorvoertuie

	1978	1979
Onbelaste massa minder as 5 000 kg—	R32,64	R35,90
Onbelaste massa meer as 5 000 kg—	R38,08	R41,89

7. LOONTARIEWE MET INBEGRIP VAN LEWENSKOSTETOELAE

Met die oog op die aanpassings wat in die verlede gedoen is, word daar geag dat die loonskale wat voorgeskryf word in Tabelle 1 tot 33 en klousule 47, lewenskostetoelae insluit.

8. DIFFERENSIËLE LONE EN GETALSVERHOUDING

(1) *(a)* 'n Werkgewer moet 'n werknemer wat as gevolg van 'n noodgeval of om enige ander rede werk verrig wat hy ingevolge hierdie Ooreekoms 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 as wat sodanige eersgenoemde werknemer gewoonlik ontvang, voorgeskryf word, vir die hele dag waarop sodanige werk verrig word, betaal teen die hoër loontarief wat vir genoemde klas werknemer voorgeskryf is.

Opmerking.—Die betaling van lone aan 'n werknemer teen 'n hoër tarief as dié waarop hy onder gewone omstandighede geregtig sou gewees het, stel 'n 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 kragens klousule 18 aan die fondse van die Raad betaalbaar is ten opsigte van 'n werknemer in paragraaf *(a)* of *(b)* hierbo genoem, 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 voorgeskryf vir die betrokke klas werknemer in dié gebied, betaal word—

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

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

(b) 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 degelperse 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. VAKLEERLINGE EN MINDERJARIGES

(1) By voltooiing van sy leertyd word die betrokke werknemer 'n vakman, en sy diens by die werkgewer by wie hy 'n leertyd uitgedien het, mag nie deur enigeen van die partye beëindig word nie (uitgesonderd om redes wat die summiere opsegging van die dienskontrak regverdig) totdat hy 'n tydperk van minstens agt weke vir die betrokke werkgewer 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 Werkgewer mag van 'n vakman vereis om, as deel van sy gewone werk, onderrig te gee aan vakleerlinge, en die werknemer moet vakleerlinge aldus in dieselfde aangewese bedryf as dié waarvoor die vakman by die werkgewer in diens is, onderrig om die betrokke vakleerlinge in hulle ambag te bekwaam. Dit is die plig van

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 a technical or mechanical capacity in the Industry.

10. PIECE-WORK AND INCENTIVE SCHEMES

(1) The giving out by employers and the performance by employees of piece-work and task work is prohibited. The provisions of this 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 measurement and/or a joint production committee, consisting of representatives of the management and members appointed by the Chapel concerned, in order to eliminate wasteful methods of production and reduce costs in his establishment. Should any such committee desire to introduce any scheme which provides an incentive to improved production, such scheme shall be submitted for approval by the Standing Committee, after reference to the Joint Honorary Secretaries of the Council, before being put into operation.

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—

(a) the date on which the payment is made;
(b) the name of the employee;
(c) the amount due for ordinary time;
(d) the amount due for overtime;
(e) authorized deductions, if any; and
(f) 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 50 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 by the Local Branch Secretary of the Trade Union in writing;
(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;
(f) with the written consent of the employee contributions to the funds of a trade union;

die werkgewer om sulke vakmanne voldoende geleentheid en tyd dié onderrig te gee. Die werkgewer mag nie vir die opleiding 'n werknemer 'n premie bereken of aanneem nie.

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

(4) 'n Werkgewer mag niemand onder die ouderdom van 15 jare in 'n tegniese of meganiese hoedanigheid in die Nywerheid in diens hê nie.

10. STUKWERK EN AANSPORINGSKEMAS

(1) Die uitbesteding deur werkgewers en die verrigting deur werknemers van stukwerk en taakwerk is verbode. Hierdie subklousule mag nie so uitgelê word dat dit die reg van 'n werkgewer raak om die hoeveelheid werk te eniger tyd gedoen, te meet nie: Met dien verstande egter dat enige sodanige meting deur die werkgewer 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 werkgewer toegelaat om vaste reëlings te tref vir werkstudie en werkmeting en/of gesamentlike produksiekomitee in te stel bestaande uit verteenwoordigers van die bestuur en lede wat deur die betrokke Kapel aangestel word, met die doel om verkwistende produksiemetodes uit te skakel en koste in sy inrigting te verminder. As so 'n komitee 'n skema wil invoer wat aansporing vir verbeterde produksie beoog, moet so 'n skema vir goedkeuring aan die Staande Komitee voorgelê word ná verwysing na die gesamentlike eresekretarisse 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 Werkgewer moet seker maak dat die bedrag wat aan elke werknemer verskuldig is, aan dié werknemer oorhandig word in 'n verseëlde koevert waarop onderstaande geskryf staan:

(a) Die datum waarop die betaling gedoen word;
(b) die naam van die werknemer;
(c) die bedrag verskuldig vir gewone tyd;
(d) die bedrag verskuldig vir oortyd;
(e) gemagtigde aftrekkings (as daar is), en
(f) die netto bedrag verskuldig.

Hierdie subklousule is nie van toepassing waar ander reëlings deur die Staande Komitee goedgekeur, deur 'n werkgewer getref word 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 betaalde vakansiedae wat kragtens klousules 14 en 50 van hierdie Ooreenkoms bepaal word, van die werk afwesig is, 'n pro rata-bedrag vir die tydperk van dié afwesigheid;
(b) enige bedrag wat deur 'n werknemer aan die Behuisings- of Mediese Hulpfonds van die Raad verskuldig is: Met dien verstande dat 'n versoek om die betrokke bedrag (in 'n ronde bedrag of in paaiemente) af te trek, deur die vakvereniging aan die werkgewer gerig is;
(c) met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, siekte- of pensioenfondse, assuransiepremies, spaarskemas, terugbetalings van lenings deur sy werkgewer gedoen, bydraes tot die fonds van 'n mediese hulpvereniging geregistreer by die Staande Komitee kragtens klousule 18 (4) hiervan, of enige ander aftrekking wat skriftelik deur die sekretaris van die plaaslike tak van die vakvereniging goedgekeur is;
(d) bydraes betaalbaar deur 'n werknemer aan die fondse van die Raad;
(e) enige bedrag deur 'n werkgewer betaal wat by wet verplig is om betaling namens 'n werknemer te doen;
(f) met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n vakvereniging;

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

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

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

(b) Notwithstanding the provisions of subsection (1) *(a)*, the ordinary hours of work of employees for whom wage rates are prescribed by section 6 (1) *(e)* shall be 43 hours per working week for the year 1978 and 40 hours per working week as from 1 January 1979. Any time worked by such employees in excess of the hours prescribed herein shall be paid for in accordance with the provisions of section 13 (1) 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 times, 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 8½ 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 9 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 or the Standing Committee, where no such Joint Board exists, of his intention to do so.

(6) An employer, who wishes to introduce double shifts in his factory, shall give the Joint Board concerned, or the Standing Committee where no such Joint Board exists, not less than one week's notice of his intention to do so and may then arrange the hours of work of employees on such shifts to fall within the hours of 06h00 and 22h00 on five days in a week: Provided that—

(a) all work done on shifts which fall within the definition of "night work" in this Agreement shall be paid for at night rates;

(b) shift work as contemplated by this subsection shall in respect of female employees be entirely voluntary. No female employee shall be prejudiced in any way should she decline to work shift work;

(c) female employees on shift work shall be provided by their employer with transport should no suitable public transport be available; and

(d) employees on shift work shall be given a meal break of half an hour instead of the one hour mentioned in subsection (7).

(g) enige bedrag deur 'n werknemer aan sy werkgewer verskuldig ingevolge klousule 14 (6) *(a)*.

(h) aftrekkings gemagtig deur die betrokke Gesamentlike Raad of die Staande Komitee ingevolge klousule 14 (2) *(a)*.

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

12. WERKURE

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

(b) Ondanks subklousule (1) *(a)* is die gewone werkure van werknemers vir wie loontariewe in klousule 6 (1) *(e)* voorgeskryf word, 43 uur per werkweek vir die jaar 1978 en 40 uur per werkweek vanaf 1 Januarie 1979. Vir alle tyd wat sodanige werknemers langer as die ure hierin voorgeskryf werk, moet daar ooreenkomstig klousule 13 (1) van hierdie Ooreenkoms betaal word.

(2) 'n Werkgewer moet die weeklikse werkure van werknemers op dagwerk in sy inrigting só reël dat daar op geen dag vóór 06h30 en nie ná 18h00 op vyf dae en nie ná 12h00 op één dag in 'n week gewerk word nie: Met dien verstande dat in die geval van middagkoerant-drukkerye waar 'n middag vry per week nie toegestaan kan word nie, 'n gelykstaande tyd vry of een hele dag elke 14 dae toegestaan mag word in die plek van een middag vry, nadat reëlings met die Kapel getref is: Voorts met dien verstande dat die gewone werkure, maaltye uitgesonderd, op enige 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 Werkgewer moet die werkure op alle dae waarop die werktyd 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 enige 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, mag 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, mag die Staande Komitee 'n werkrooster vir die betrokke werknemers magtig. Die gewone werkure, maaltye uitgesonderd, van nagwerkers op enige 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 Werkgewer 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, of die Staande Komitee waar daar geen Gesamentlike Raad is nie, van sy voorneme in kennis stel.

(6) 'n Werkgewer wat van voorneme is om dubbele skofte in sy fabriek in te stel, moet die betrokke Gesamentlike Raad, of die Staande Komitee waar daar geen Gesamentlike Raad is nie, ten minste een week vooraf van sy voorneme in kennis stel en kan dan die werkure van die werknemers op sodanige skofte so reël dat dit tussen die ure 06h00 en 22h00 op vyf dae per week val: Met dien verstande dat—

(a) daar vir alle werk wat verrig word op skofte wat binne die omskrywing van „nagwerk" in hierdie Ooreenkoms val, teen tariewe vir nagwerk betaal moet word;

(b) skofwerk soos in hierdie subklousule bedoel, ten opsigte van vroulike werknemers geheel en al vrywillig is en dat geen vroulike werknemer in enige opsig benadeel mag word indien sy weier om skofwerk te verrig nie;

(c) vroulike werknemers wat skofwerk verrig, deur die werkgewer van vervoer voorsien moet word indien geen geskikte openbare vervoer beskikbaar is nie; en

(d) werknemers wat skofwerk verrig, 'n etenspouse van 'n half-uur toegestaan moet word, in plaas van die pouse van een uur wat in subklousule (7) bedoel word.

(7) Subject to the provisions of subsection (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.

(8) Subject to the provisions of subsection (6), an employer shall not require or permit a female employee to work normal time between 18h00 and 06h00 or after 13h00 on more than five days in any calendar week. Under no circumstances, whether on normal time or overtime, may a female employee be required or permitted to work after 22h00.

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

(10) 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.

(11) 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 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 portion 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.

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

13. OVERTIME

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

(7) Behoudens subklousule (6), mag geen werknemer vir 'n ononderbroke tydperk van meer as vyf uur sonder 'n pouse van minstens een uur werk nie en mag geen werkgewer 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.

(8) Behoudens subklousule (6), mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om normale tyd tussen 18h00 en 06h00 of ná 13h00 op meer as vyf dae van enige kalenderweek te werk nie. Onder geen omstandighede, hetsy gedurende normale of oortydwerk, mag daar van 'n vroulike werknemer vereis word of mag sy toegelaat word om ná 22h00 te werk nie.

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

(10) 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 hul verlang sal word om korttyd te werk. 'n Werkgewer moet aan 'n werknemer wat korttyd werk, minstens 24 uur se loon in 'n werkweek betaal.

(11) '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 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 vakansiehalfdag of enige ander dag waarop die betrokke werknemer nie gewoonlik werk nie, as 'n gewone werkdag geag word.

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

(13) Hierdie klousule is nie op arbeiders van toepassing nie.

13. OORTYD

(1) Behoudens die beperkings op oortyd wat by subklousules (2) en (3) hiervan opgelê word, moet alle ure wat bo dié in klousule 12 (1) van hierdie Ooreenkoms voorgeskryf, gewerk word, as oortyd beskou word en is dit onderworpe aan die bepalings hieronder uiteengesit. Werkgewers moet vir oortydwerk teen die volgende tariewe betaal 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 half maal die gewone loon; en vir verdere oortyd in die week gewerk, dubbel die gewone loon: Met dien verstande dat hierdie paragraaf gewysig mag word ingevolge paragraaf *(d)* van hierdie subklousule. Vir die toepassing van hierdie paragraaf word tyd wat op die inrigting se vakansiehalfdag, 'n spesiale betaalde vakansiedag en op Sondag gewerk word, nie ingesluit nie.

(b) Behoudens paragrawe *(c)* en *(d)* 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 van die berekening van oortyd, wat betaalbaar is ingevolge paragraaf *(a)*, by die totale weeklikse ure ingesluit word nie.

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

(ii) Whenever an employee works on a Sunday, his employer shall either pay to the employee—

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

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

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

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

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

(B) that subject to the provisions of section 13 (1) *(a)*, such employees shall not be entitled to double time for time worked before the normal starting time of any other shift; and

(C) that such employees working a five-night week, who work on their day off other than that mentioned in paragraph (A) of this proviso, shall be paid at the rates mentioned in section 13 (1) *(a)* for the first four hours worked and at double time for all further time worked on such day.

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

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

(f) For the purposes of this section each week shall stand on its own: Provided that time lost by an employee through illness or at the request of the employer shall not be required to be made up before overtime is calculated. Time lost by an employee through any other cause shall first be made up before any overtime is calculated.

(g) For the purposes of this section, overtime rates shall be calculated in terms of section 6 (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) ten hours; or

(b) a number of hours (which may exceed 10) fixed by the local Joint Board or the Standing Committee where no Joint Board exists, by notice in writing to the employer specifying the employee, or class of employee, in respect of whom the notice is applicable and the period for which and the conditions under which it shall be valid.

(3) An employer shall not require or permit a female employee to work overtime—

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

(ii) As 'n werknemer op 'n Sondag werk, moet sy werkgewer 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) aan die werknemer ten opsigte van die totale tydperk wat op die Sondag gewerk is, besoldiging teen minstens een en 'n derde maal sy gewone loon betaal en hom binne 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.

(iii) Nagwerkers in diens by koerante is alleen vir oortyd op Sondag gewerk, op die gewone oortydtariewe geregtig: Met dien verstande dat—

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

(B) behoudens klousule 13 (1) *(a)*, hierdie werknemers nie geregtig is op dubbel die gewone loon vir tyd gewerk voor die gewone begintyd van enige ander skof nie; en dat

(C) sodanige werknemers wat vyf nagte in 'n week werk en wat werk op die dag wat hulle gewoonlik vry het, behalwe dié genoem in paragraaf (A) van hierdie voorbehoudsbepaling, betaal moet word teen die tariewe genoem in klousule 13 (1) *(a)* vir die eerste vier uur gewerk en teen dubbel die gewone loon vir alle verdere tyd op sodanige dag gewerk.

(d) In gevalle waar die vaste werknemerpersoneel op Saterdag of Sondag werk in verband met die druk van laat Saterdagaand- of Sondagkoerante, moet die ekstra oortydtariewe 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 Staande Komitee. 'n Eksemplaar van enige sodanige ooreenkoms moet vir registrasie by die Staande Komitee ingedien word.

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

(f) Vir die toepassing van hierdie klousule word elke week afsonderlik beskou: Met dien verstande dat tyd wat 'n werknemer verloor weens siekte of op versoek van die werkgewer, nie ingehaal hoef te word voordat oortyd bereken word nie. Tyd wat deur 'n werknemer om enige ander rede verloor word, moet eers ingehaal word voordat enige oortyd bereken word.

(g) Vir die toepassing van hierdie klousule word oortydtariewe bereken ooreenkomstig klousule 6 (6) volgens die tarief waarteen die werknemer gewoonlik betaal word.

(2) 'n Werkgewer mag nie 'n werknemer verplig of toelaat om in 'n week altesaam langer oortyd te werk nie as—

(a) tien uur; of

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

(3) 'n Werkgewer mag nie 'n vroulike werknemer verplig of haar toelaat om soos volg oortyd te werk nie—

(a) for more than two hours on any one day: Provided, however, that this provision shall not apply in respect of overtime worked on Saturday mornings in establishments where a five-day week is in operation;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after the completion of her daily working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before 12h00; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of 30c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

(c) An employee in respect of whom an exemption mentioned 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.

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

14. HOLIDAYS

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

(2) *(a)* An employer shall allow and require each of his employees to take, and an employee shall take, in accordance with the provisions of this section, a minimum of three weeks' paid holiday leave during each year, and in addition seven special paid holidays, namely New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant and Christmas Day. The ordinary annual holiday leave shall accrue proportionately in respect of employment during the calendar year. The special holidays accrue in respect of the working week in which they fall: Provided that the employee is in the employ of the employer the day prior to and also subsequent to the special holiday. 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 or the Standing Committee where no Joint Board exists, forfeit his right to be paid for such holiday.

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

(3) *(a)* Subject to the provisions of 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 employee concerned, but shall otherwise be granted and taken at the reasonable convenience of the employer, who, under such circumstances, shall make the necessary arrangements through the Chapel, or, where no Chapel is functioning, through the Joint Board concerned or the Standing Committee where no such Joint Board exists. Where the period during which leave is to be taken has been fixed in accordance with the provisions of this subsection, no alteration in such arrangements shall be made except by mutual consent of the employer and employee concerned. The period of such leave shall not be concurrent with any period during which the employee is under notice 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.

(a) Langer as twee uur op 'n dag: Met dien verstande egter dat hierdie bepaling nie van toepassing is op oortyd gewerk op Saterdagoggende in inrigtings waar vyf dae per week gewerk word nie;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) na beëindiging van haar daaglikse werkure, langer as een uur op 'n dag nie, tensy hy—

(i) dié werknemer vóór 12h00 daarvan in kennis gestel het; of

(ii) aan dié werknemer 'n toereikende ete verskaf het voordat sy met oortyd moet begin; of

(iii) dié werknemer betyds 'n toelae van 30c betaal het om haar in staat te stel om 'n ete te nuttig voordat sy met oortyd begin.

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

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

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

(5) Hierdie klousule is nie op arbeiders van toepassing nie.

14. VERLOF

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

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

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

(3) *(a)* Behoudens die bepalings van 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 werkgewer en werknemer gereël word, maar andersins moet dit toegestaan en geneem word wanneer dit die werkgewer pas, wat onder hierdie omstandighede die nodige reëlings deur tussenkoms van die Kapel moet tref, of waar daar geen Kapel bestaan nie, deur tussenkoms van die betrokke Gesamentlike Raad of die Staande Komitee, waar daar geen Gesamentlike Raad is nie. As die tydperk wanneer verlof geneem moet word, vasgestel is kragtens hierdie subklousule, mag geen verandering in sodanige reëlings gemaak word nie behalwe met onderlinge toestemming van die betrokke werkgewer en werknemer. Dié verlof mag nie saamval nie met enige tydperk waartydens die werknemer 'n diensopseggingstermyn uitdien, met siekteverlof is of, behalwe op die skriftelike versoek van die werknemer, wanneer hy verplig word om diens kragtens die Verdedigingswet te ondergaan.

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

(c) Notwithstanding the provisions of paragraph *(b)* hereof, subect to the consent of the employer and employee concerned and the pproval of the Joint Board concerned, or the Standing Committee where no such Joint Board exists, having been obtained, annual eave not exceeding one week in any calendar year may be accumuated: Provided, however, that not more than six weeks' leave may e so accumulated. Accumulated leave shall be taken in an unbroken eriod: Provided, however, that the Joint Board concerned or the tanding Committee where no such Joint Board exists, may author-ze the taking of such leave in some other manner.

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

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

(i) is absent on paid leave; or

(ii) is absent from work on the instructions or at the request of his employer; or

(iii) is absent from work as a result of an injury; 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—

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

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

(C) the period of military 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, if any.

(5) In the municipal area of Cape Town arrangements may be made between the Chapel and employer for employees to take one week's holiday and the balance in ordinary or statutory 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 mentioned 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

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

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

(d) In alle gevalle waar die neem van 'n gedeelte van jaarlikse verlof uitgestel word of as sodanige verlof opgehoop het ooreenkomstig paragrawe *(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 opgehoopte verlof. Die bedrag aan die werknemer verskuldig, moet aan hom deur die vakvereniging betaal word wanneer die uitgestelde of opgehoopte verlof geneem word. Indien 'n werknemer, wat 'n gedeelte van sy verlof, ooreenkomstig paragrawe *(b)* en *(c)* hiervan uitgestel of opgehoop het, van werk verander, moet die vakvereniging die werknemer se nuwe werkgewer van die toedrag van sake in hierdie verband verwittig.

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

(i) met 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—

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

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

(C) die tydperk van militêre diens wat vir die toepassing van paragraaf *(a)* (v) as diens geag word, nie 'n totale tydperk van langer as vier maande gedurende enige 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 Staande Komitee deur die Gesamentlike Raad vir die betrokke gebied (as daar een is) voorlê.

(5) In die munisipale gebied van Kaapstad mag reëlings tussen die Kapel en die werkgewer getref word dat werknemers een week verlof en die res as gewone of wetlike vakansiedae neem, en daarvoor betaal word, in plaas van die jaarlikse verlof voorgeskryf by subklousule (2) van hierdie klousule te neem. In plattelandse koerantkantore kan spesiale gevalle van ongerief of ontbering, wat betref die neem van jaarlikse verlof, behandel word deur die Staande Komitee wat toestemming kan verleen dat 'n deel van die jaarlikse verlof geneem word op ander wetlike vakansiedae as die sewe wat in subklousule (2) van hierdie klousule genoem 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 opgehoop het en die diens van sodanige werknemer by die betrokke werkgewer voor 31 Desember van daardie jaar beëin-

that year, the question of any excess leave pay and holiday bonus shall be dealt with as follows:

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

(b) An employee whose employment is terminated through no fault of his own shall not be liable to make any refund or perform any gratuitous service in repayment of any excess leave pay and holiday bonus he may have received: Provided however, that on his obtaining new employment the previous employer shall be entitled to claim and receive from the next employer of the employee concerned the sum equivalent to that portion of the holiday leave and holiday bonus paid to the employee and stamp contributions in respect of the leave period for which the new employer becomes liable. This amount shall be paid to the previous employer on or before 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 mentioned 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 when his employment was terminated for each week of employment. 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 portion of that period he was not employed on full time.

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

(9) *(a)* As stated in subsection (2) hereof, employees shall receive a paid holiday on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant and Christmas Day: Provided that Boxing Day may be substituted for New Year's Day by the employer giving notice to the Chapel one

dig word, moet daar soos volg opgetree word ten opsigte van enig oorverlofbetaling en verlofbonus:

(a) Enige sodanige werknemer wat vrywillig sy diens verlaat, o ontslaan word om redes wat summiere ontslag regverdig moet aan sy werkgewer onmiddellik by sy diensbeëindigin 'n bedrag terugbetaal wat gelyk is aan oorverlofbetaling e verlofbonus wat miskien aan hom betaal is.

(b) 'n Werknemer wie se diens buite sy toedoen beëindig word hoef nie ten opsigte van enige oorverlofbetaling en verlof bonus wat hy miskien ontvang het, enige bedrag terug t betaal of gratis te werk nie: Met dien verstande egter da wanneer hy 'n nuwe betrekking kry, die vorige werkgewe die reg moet hê om van die volgende werkgewer van di betrokke werknemer 'n bedrag wat gelyk is aan dié gedeelt van verlofbetaling en verlofbonus wat aan die werknemer betaal is, asook seëlbydraes ten opsigte van die verloftyd perk waarvoor die nuwe werkgewer verantwoordelik word, t eis en te ontvang. Hierdie bedrag moet aan die vorig werkgewer voor of op 31 Desember van die jaar waarin di verlof opgehoop het, betaal word, of by diensbeëindigin van die werknemer by die betrokke werkgewer indien soda nige beëindiging voor die einde van die jaar plaasvind.

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

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

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

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

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

(9) *(a)* Soos in subklousule (2) hiervan gemeld, moet werknemers op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag 'n vakansiedag met betaling verleen word: Met dien verstande dat 'n werkgewer, deur daarvan 'n week vooruit aan die Kapel kennis te gee, Gesinsdag in die plek van

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, Easter Monday, Ascension Day, Republic Day or the Day of the Covenant 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.

(10) Work on statutory holidays other than the special holidays mentioned in subsection (2) shall be paid for at ordinary rates. An employer who intends to close his establishment, or any portion thereof, on a statutory holiday shall give the Chapel, or the employees affected where there is no Chapel, not less than 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 employees for whom wages are prescribed by section 6 (1) *(e)* and to every other employee employed by him, who has had two years' or more experience in the Industry, a holiday bonus at the time when the leave pay due to that employee is paid to him. The holiday bonus shall accrue at the rate of R5,00 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 at the rate of R1,50 per week in respect of employees for whom wages are prescribed in section 6 (1) *(e)*, and at the rate of R2,50 per week, in respect of the other employees mentioned, 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 R2,50 per week up to the date on which he becomes, or became, a journeyman and at the rate of R5,00 per week thereafter. In the case of an employee who com-

Nuwejaarsdag mag 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, Goeie Vrydag, Paasmaandag, 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 Staande 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 wat 'n vyfdagweek werk en nie op sodanige Saterdag moet werk nie, 'n volle dag se loon ten opsigte van sodanige vakansiedag betaal word of 'n ander volle dag verlof met betaling toegestaan word.

(10) Vir werk wat gedoen word op ander wetlike vakansiedae as die spesiale vakansiedae in subklousule (2) genoem, moet teen gewone tariewe betaal word. 'n Werkgewer wat voornemens is om sy inrigting of 'n gedeelte daarvan op 'n wetlike vakansiedag te sluit, moet die Kapel of die betrokke werknemers, waar daar geen Kapel is nie, minstens 12 werkure vooruit daarvan skriftelik verwittig. As 'n werkgewer, nadat hy dié 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 weens siekte, mag nie verplig word om die jaarlikse verlof te neem wat aan hom ten opsigte van daardie jaar verskuldig is nie. Ingeval so 'n werknemer verkies om nie sy jaarlikse verlof te neem nie, moet die betrokke werkgewer die bedrag verskuldig ten opsigte van die eweredige verlof wat kragtens subklousule (2) en die eweredige verlofbonus wat kragtens subklousule (12) opgehoop het, nie later nie as die einde van die betrokke kalenderjaar aan die plaaslike tak van die vakvereniging betaal. Die eweredige verlofbetaling moet bereken word teen 'n tarief van 3/49stes van die loon wat aan die werknemer aan die einde 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 verlof wat opgehoop 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 perforeermasjienbediener in sy diens asook aan werknemers vir wie lone voorgeskryf word in klousule 6 (1) *(e)* en aan elke ander werknemer wat by hom in diens is en wat twee jaar of langer ondervinding in die Nywerheid het, 'n verlofbonus betaal wanneer die verlofbetaling wat aan daardie werknemer verskuldig is, aan hom betaal word. Die verlofbonus moet oploop teen 'n koers van R5,00 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 perforeermasjienbedieners, teen 'n koers van R1,50 per week ten opsigte van werknemers vir wie lone in klousule 6 (1) *(e)* voorgeskryf word, en teen 'n koers van R2,50 per week ten opsigte van die ander genoemde 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 verlofbonus nie oploop vir enige tydperk waarin 'n werknemer met verlof afwesig is nie. In die geval van 'n vakleerling wat gedurende enige bepaalde jaar 'n vakman word, moet die bonus vir dié jaar teen 'n koers van R2,50 per week oploop tot op die datum waarop hy 'n vakman word of geword het, en teen 'n koers van R5,00 per week daarna. In die

pletes two years' experience in the Industry during a particular year, the bonus for that year shall accrue only from the date on which he completes, or completed, his two years' experience. An employee who was a labourer and who was entitled to a holiday bonus in terms of section 50 (12) of this Agreement shall remain entitled to a bonus at the rate of R1,50 per week, as prescribed by the said section 50 (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 Fund 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 labourers and in the Screen Printing Section, the provisions of subsection (12) of this section shall apply only in respect of employees for whom wages are prescribed by Table 25.

15. DAILY TIME SHEETS

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

DAILY TIME SHEET

Name of employee ..... Date ..... 19....

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

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

Signature of employee .....

Such time sheets shall be furnished by the employer, showing the class of work performed and the hours spent upon each separate job: Provided, however, that unless otherwise decided by the employer concerned, the provisions of this subsection shall not apply in respect of those establishments or sections of establishments which are engaged solely on the production of newspapers and are equipped with adequate time clocks. The employer shall post the Time and Wages Register from such daily time sheets or from clock cards and shall retain them for inspection for at least three years. Subject to the approval of the Joint Board concerned or the Standing Committee, where no such Joint Board exists, an employer may require his employees to record any information required for costing and similar purposes on time sheets designed for the purpose.

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

geval van 'n werknemer wat gedurende 'n bepaalde jaar twee jaa ondervinding in die Nywerheid voltooi, loop die bonus vir dié jaa op slegs vanaf die datum waarop hy sy twee jaar ondervindin voltooi of voltooi het. 'n Werknemer wat 'n arbeider was en wa ingevolge klousule 50 (12) van hierdie Ooreenkoms op 'n vakansie bonus geregtig was, bly geregtig op 'n bonus van R1,50 per week soos voorgeskryf by genoemde klousule 50 (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 verlofbetaling en verlofbonus wat ingevolge subklousules (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 die Algemene Fonds van die Raad toe. Die Staande 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 die Raad toegeval het ingevolge hierdie subklousule.

(14) Hierdie klousule is nie ten opsigte van arbeiders van toepassing nie en in die Skermdrukafdeling is subklousule (12) van hierdie klousule slegs van toepassing ten opsigte van werknemers vir wie lone in Tabel 25 voorgeskryf word.

15. DAAGLIKSE TYDREGISTERS

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

DAAGLIKSE TYDSTAAT

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

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

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

Handtekening van werknemer .....

Sodanige state moet deur die werkgewer verskaf word en moet die soort werk gedoen en die ure wat elke afsonderlike taak vereis het, aantoon: Met dien verstande egter dat, tensy anders deur die werkgewer besluit word, hierdie subklousule nie van toepassing is nie op daardie inrigtings of afdelings van inrigtings wat uitsluitlik besig is met die druk van koerante en wat van doelmatige tydklokke voorsien is. Van hierdie daaglikse tydstate of van klokkaarte af, moet 'n werkgewer die tyd- en loonregister opstel, en hy moet dié daaglikse tydstate vir minstens drie jaar vir inspeksie beskikbaar hou. 'n Werkgewer kan, behoudens die goedkeuring van die betrokke Gesamentlike Raad of die Staande Komitee, indien daar geen sodanige Gesamentlike Raad bestaan nie, van sy werknemers vereis om enige inligting wat nodig is vir kosteberekening en soortgelyke doeleindes aan te teken op tydstate wat vir dié doel ontwerp is.

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

DAILY RECORD

Date	Job No.	Name of customer	Description of job and work done	Time	
				Ordinary	Overtime
			Signature of apprentice		
			Time spent on technical studies: Firm's time / Own time		
			At technical college		
			Correspondence course		

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

DAAGLIKSE REGISTER

Datum	Taak No.	Naam van klant	Beskrywing van taak en werk gedoen	Tyd	
				Gewone	Oortyd
			Handtekening van vakleerling		
			Tyd bestee aan tegniese studies: Firma se tyd / Eie tyd		
			Aan tegniese koll.		
			Korrespondensie-kursus		

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

16. RECRUITMENT OF EMPLOYEES AND CERTIFICATES OF EMPLOYMENT

(1) No employer shall engage an employee of a class covered by the terms of this Agreement unless and until such person has furnished such employer with a certificate signed by a registered medical practitioner to the effect that such person is not suffering from any infectious or contagious disease: Provided, however, that the provisions of this 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 labourer is engaged for a period not exceeding six consecutive working days.

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

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

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

16. WERWING VAN WERKNEMERS EN DIENSSERTIFIKATE

(1) Geen werkgewer mag 'n werknemer van 'n klas gedek deur hierdie Ooreenkoms in diens neem nie tensy en voordat so 'n persoon dié werkgewer 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 arbeider vir 'n tydperk van hoogstens ses agtereenvolgende werkdae in diens geneem word nie.

(2) 'n Kontrak vir diens vir 'n vasgestelde tyd mag hoogstens twee jaar wees: Met dien verstande egter dat die Staande 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 Kontrak vir diens vir 'n vasgestelde tydperk moet op skrif wees in die vorm deur die Uitvoerende Komitee goedgekeur.

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

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

18. CONTRIBUTIONS

(1) Every employer shall contribute to the General Fund of the Council 22c per week for each employee employed by him for whom wages 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, Table 22 of Section 40 and Table 25 of Section 43 and for each process mounter entitled to not less than the top rate of wages mentioned in Table 4 and 18c per week for each apprentice and for every other employee, except those in the Duplicating Section, for whom wages are prescribed by this Agreement.

(2) Every employer shall contribute to the Joint Unemployment Fund of the Council the sum of 90 cents per week in respect of each employee employed by him for whom wages 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, Table 22 of section 40, Table 25 of section 43 and for each process mounter entitled to not less than the top rate of wages mentioned in Table 4; and 50 cents per week for each employee employed by him for whom wages are prescribed in sections 6 (1) *(d)* (excluding a process mounter entitled to not less than the top rate of wages mentioned in Table 4), 25 (6) *(o)*, *(t)*, *(u)* or *(v)*, (7) *(a)* (i), (12) (i) and (14) *(h)* (i), 31 and 34, Tables 18 and 21 of section 36, Tables 23 and 24 of section 40 and Tables 26 to 31 of section 43 of this Agreement, and for each apprentice.

(3) Every employer shall contribute to the Pension Fund of the Council the sum of R8,50 per week, in respect of each employee

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

17. BEËINDIGING VAN DIENSKONTRAK

(1) 'n Weeklikse werknemer of sy werkgewer moet minstens e werkweek diensopsegging gee en, as die nodige vrystelling verkry om sy betaling op 'n maandelikse basis te magtig, moet 'n maand likse werknemer of sy werkgewer minstens een kalendermaa kennis gee om die dienskontrak te beëindig: Met dien verstande d dit nie die reg van 'n werknemer of 'n werkgewer raak om d dienskontrak om enige regsgeldige rede sonder kennisgewing beëindig nie: Voorts met dien verstande dal al sulke kennisgewin van diensbeëindiging skriftelik moet wees.

(2) Die werkgewer van 'n werknemer wat weens siekte ongesk is vir werk, mag nie om daardie rede die werknemer se dienskontra beëindig nie: Met dien verstande egter dat indien die werknemer s afwesigheid by die werk 'n tydperk van vier maande te bowe gaa die dienskontrak van daardie werknemer deur die werkgewer beëin dig mag word met gepaste kennisgewing van sy voorneme om di kontrak te beëindig. Ingeval 'n werknemer 'n tydperk van tronk straf uitdien, òf siviel òf krimineel, word dit beskou dat s dienskontrak sonder kennisgewing beëindig is.

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

(4) 'n Werkgewer moet sy werknemer dwarsdeur die hele diens opseggingstyd van werk voorsien, of in plaas daarvan die werkneme 'n bedrag betaal van minstens—

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

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

(5) Die diensopsegging in subklousule (1) genoem, moet gege 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) Hierdie klousule is slegs op gereelde werknemers van toepassing.

18. BYDRAES

(1) Elke werkgewer moet 22c per week tot die Algemene Fonds van die Raad bydra vir elke werknemer wat by hom in diens is en vir wie lone voorgeskryf 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, Tabel 22 van klousule 40 en Tabel 25 van klousule 43, en vir elke chemiemonteerder wat geregtig is op minstens die hoogste loontarief in Tabel 4 genoem en 18c per week vir elke vakleerling, en vir elke ander werknemer, uitgesonderd dié in die Dupliseeraf-deling, vir wie lone by hierdie Ooreenkoms voorgeskryf word.

(2) Elke werkgewer moet die bedrag van 90c per week tot die Gesamentlike Werkloosheidsfonds van die Raad bydra ten opsigte van elke werknemer wat by hom in diens is en vir wie lone voorgeskryf 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, Tabel 22 van klousule 40, Tabel 25 van klousule 43 en vir elke chemiemonteerder wat geregtig is op minstens die hoogste loontarief in Tabel 4 genoem, en 50c per week vir elke werknemer wat by hom in diens is en vir wie lone voorgeskryf word in klousules 6 (1) *(d)* (uitgesonderd 'n chemiemonteerder wat geregtig is op minstens die hoogste loontarief in Tabel 4 genoem), 25 (6) *(o)*, *(t)*, *(u)* of *(v)*, (7) *(a)* (i), (12) (i) en (14) *(h)* (i), 31 en 34, Tabelle 18 en 21 van klousule 36, Tabelle 23 en 24 van klousule 40 en Tabelle 26 tot 31 van klousule 43 van hierdie Ooreenkoms, en vir elke vakleerling.

(3) Elke werkgewer moet die som van R8,50 per week tot die Pensioenfonds van die Raad bydra ten opsigte van elke werknemer

nployed by him for whom wages are prescribed in section 6 (1)), *(b)* and *(c)*, section 25 (6) *(p)*, (7) *(a)* (ii), (12) (ii) and (14) *(h)*), Table 19 of section 36, Table 22 of section 40 and Table 25 of ction 43 and for each process mounter entitled to not less than the p rate of wages mentioned in Table 4; R4,25 per week in respect each employee employed by him who has had two years' or more perience in the Industry or for whom minimum wages at a rate ual to, or in excess of, that prescribed for the 4th six months of perience by Table 10 of section 6 of this Agreement, as well as ose for whom wages are prescribed in sections 6 (1) *(d)* (excluding process mounter entitled to not less than the top rate of wages entioned in Table 4), 25 (6) *(o)*, *(t)*, *(u)* or *(v)*, (7) *(a)* (i), (12) (i) nd (14) *(h)* (i), 31 and 34, Tables 18 and 21 of section 36, Tables 3 and 24 of section 40 and Tables 26 to 31 of section 43 of this greement; and the sum of R4,00 per week in respect of each pprentice.

(4) Every employer shall contribute to the Medical Aid Fund of ne Council the sum of R2,70 per week in respect of each employee mployed by him for whom wages 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, Table 22 of section 40 and Table 25 of ection 43, and for each process mounter entitled to not less than the op rate of wages mentioned in Table 4, and R2,65 per week in espect of each apprentice and for every other employee for whom vages are prescribed by Chapters, 2, 3, 4, 5, 6 and 7 of this Agreement, except drivers of motor vehicles, screen workers and screen printing probationers. The contributions mentioned in this subsection shall not be payable in respect of employees of the classes mentioned, who are members of 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 mentioned in section 21 hereof 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 in respect of each employee employed by him for whom wages 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, Table 22 of section 40, Table 25 of section 43, and for each process mounter entitled to not less than the top rate of wages mentioned in Table 4.

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

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

19. CONTRIBUTION STAMPS

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

	R
Journeymen, printers' attendants, paper sack machine attendants, perforator operators, process mounters entitled to not less than the top rate of wages mentioned in Table 4 and employees for whom rates are prescribed in section 25 (7) *(a)* (ii), (12) (ii) and (14) *(h)* (ii) and Table 25 of section 43	13,92
Apprentices	7,33
Other employees for whom minimum wages, at a rate equal to, or in excess of, that prescribed for the fourth six months of experience in Table 10 of section 6, are prescribed in this Agreement or with two years' experience or more in the Industry	7,58
Other employees	3,33

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

wat by hom in diens is en vir wie lone voorgeskryf 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, Tabel 22 van klousule 40 en Tabel 25 van klousule 43 en vir elke chemiemonteerder wat geregtig is op minstens die hoogste loontariewe in Tabel 4 genoem; R4,25 per week ten opsigte van elke werknemer wat by hom in diens is en twee jaar of langer ondervinding in die Nywerheid het of vir wie 'n minimum loon wat gelyk is aan of meer is as dié wat vir die vierde ses maande ondervinding in Tabel 10 van klousule 6 van hierdie Ooreenkoms voorgeskryf word, asook dié vir wie lone voorgeskryf word in klousules 6 (1) *(d)* (uitgesonderd 'n chemiemonteerder wat geregtig is op minstens die hoogste loontariewe in Tabel 4 genoem), 25 (6) *(o)*, *(t)*, *(u)* of *(v)*, (7) *(a)* (i), (12) (i) en (14) *(h)* (i), 31 en 34, Tabelle 18 en 21 van klousule 36, Tabelle 23 en 24 van klousule 40 en Tabelle 26 tot 31 van klousule 43 van hierdie Ooreenkoms; en ten opsigte van elke vakleerling die som van R4 per week.

(4) Elke werkgewer moet R2,70 per week tot die Mediese Hulpfonds van die Raad bydra ten opsigte van elke werknemer wat by hom in diens is en vir wie lone voorgeskryf 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, Tabel 22 van klousule 40 en Tabel 25 van klousule 43, en vir elke chemiemonteerder wat geregtig is op minstens die hoogste loontarief in Tabel 4 genoem, en R2,65 per week ten opsigte van elke vakleerling en vir elke ander werknemer vir wie lone in Hoofstukke 2, 3, 4, 5, 6 en 7 van hierdie Ooreenkoms voorgeskryf word, uitgesonderd drywers van motorvoertuie, skermwerkers en skermdrukproefleerlinge. Die bydraes in hierdie subklousule genoem, is nie betaalbaar nie ten opsigte van werknemers van genoemde klasse wat lede van mediese hulpverenigings of dergelike organisasies is wat die Staande Komitee na goedvinde vir dié doel geregistreer het; en die bedrae vir die Mediese Hulpfonds in klousule 21 hiervan genoem, mag nie van die lone van sodanige werknemers afgetrek word nie.

(5) Elke werkgewer moet R1,60 per week tot die Opleidingsskemafonds van die Raad bydra ten opsigte van elke werknemer wat by hom in diens is vir wie lone voorgeskryf 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, Tabel 22 van klousule 40, Tabel 25 van klousule 43, en vir elke chemiemonteerder wat geregtig is op minstens die hoogste loontarief in Tabel 4 genoem.

(6) *(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 enige 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.

19. BYDRAESEËLS

(1) Ten einde betaling te vergemaklik van die bydraes in klousule 18 hiervan genoem, moet elke werkgewer bydraeseëls van die Raad koop om hom in staat te stel om aan klousule 20 hiervan te voldoen. 'n Werkgewer kan te eniger tyd van die Raad 'n terugbetaling kry van die waarde van ongebruikte seëls: Met dien verstande dat enige bedrag ten opsigte van ongebruikte seëls wat nie binne 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:

	R
Vakmanne, drukkershulpe, papiersakmasjienbedieners, perforeermasjienbedieners, chemiemonteerders wat geregtig is op minstens die hoogste loontarief in Tabel 4 genoem en werknemers vir wie lone voorgeskryf word in klousule 25 (7) *(a)* (ii), (12) (ii) en (14) *(h)* (ii) en Tabel 25 van klousule 43	13,92
Vakleerlinge	7,33
Ander werknemers vir wie minimum lone gelyk aan of meer as dié voorgeskryf vir die vierde ses maande ondervinding in Tabel 10 van klousule 6 in hierdie Ooreenkoms voorgeskryf word of werknemers met twee jaar of langer ondervinding in die Nywerheid	7,58
Ander werknemers	3,33

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

	R
Journeymen, printers' attendants, paper sack machine attendants, perforator operators, process mounters entitled to not less than the top rate of wages mentioned in Table 4 and employees for whom rates are prescribed in section 25 (7) *(a)* (ii), (12) (ii) and (14) *(h)* (ii) and Table 25 of section 43	11,22
Apprentices	4,68
Other employees for whom minimum wages at a rate equal to, or in excess of, that prescribed for the fourth six months of experience in Table 10 of section 6 are prescribed in this Agreement or with two years' experience or more in the Industry	4,93
Other employees	0,68

20. CONTRIBUTION CARDS

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

(2) 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

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:

	R
Vakmanne, drukkershulpe, papiersakmasjienbedieners, perforeermasjienbedieners, chemiemonteerders wat geregtig is op minstens die hoogste loontarief in Tabel 4 genoem en werknemers vir wie lone voorgeskryf word in klousule 25 (7) *(a)* (ii), (12) (ii) en (14) *(h)* (ii) en Tabel 25 van klousule 43	11,
Vakleerlinge	4,
Ander werknemers vir wie minimum lone gelyk aan of meer as dié voorgeskryf vir die vierde ses maande ondervinding in Tabel 10 van klousule 6 in hierdie Ooreenkoms voorgeskryf word, of werknemers met twee jaar of langer ondervinding in die Nywerheid	4,
Ander werknemers	0,

20. BYDRAEKAARTE

(1) 'n Werkgewer moet ten opsigte van elkeen van sy werkneme vir wie lone in hierdie Ooreenkoms voorgeskryf word, uitgesonde werknemers van wie vereis word om lid van die Arbeidershulpfon te wees 'n bydraekaart in goeie orde byhou wat hy moet verkry v die beampte van die vakvereniging wat regsbevoegdheid het oor d gebied waarin hy besigheid doen, en hy moet dit doen binne e maand vanaf die datum waarop hierdie Ooreenkoms in werking tre vanaf die datum waarop die betrokke werknemer in diens geneem of vanaf die begin van elke kalenderjaar, naamlik die jongste, datu Binne sewe dae na die einde van elke week moet hy in die plek w daarvoor aangedui is, 'n bydraeseël van die vereiste waarde op d kaart plak en elke seël rojeer deur die naam van sy firma daaro aan te bring.

(2) Bydraekaarte kan deur die werkgewer gehou word maar bl die eiendom van die Raad en is onderworpe aan inspeksie te enige tyd deur persone wat deur die Staande Komitee aangestel of ge magtig is.

21. AFTREKKINGS

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

Value of stamp	R 13,92	R 7,33	R 7,58	R 3,33	R 11,22	R 4,68	R 4,93	R 0,68
Permissible deductions:								
General Fund	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07
Joint Unemployment Fund	0,40	0,20	0,20	0,20	0,40	0,20	0,20	0,20
Pension Fund	4,00	2,00	2,00	—	4,00	2,00	2,00	—
Medical Aid Fund	1,35	1,30	1,30	1,30	—	—	—	—
	5,82	3,57	3,57	1,57	4,47	2,27	2,27	0,27

Waarde van seël	R 13,92	R 7,33	R 7,58	R 3,33	R 11,22	R 4,68	R 4,93	R 0,68
Toelaatbare aftrekkings:								
Algemene Fonds	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07
Gesamentlike Werkloosheidsfonds	0,40	0,20	0,20	0,20	0,40	0,20	0,20	0,20
Pensioenfonds	4,00	2,00	2,00	—	4,00	2,00	2,00	—
Mediese Hulpfonds	1,35	1,30	1,30	1,30	—	—	—	—
	5,82	3,57	3,57	1,57	4,47	2,27	2,27	0,27

22. DISPOSAL OF CONTRIBUTION CARDS

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

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

23. TRADE UNION MEMBERSHIP

(1) The employers shall co-operate with the employees in maintaining the discipline of the Trade Union. Where any employee who is a member of the Trade Union is in default under a penalty

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 plaaslike tak van die vakvereniging gestuur word sodat dit die vakvereniging voor of op 31 Januarie van die daaropvolgende jaar bereik.

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

23. VAKVERENIGINGLIDMAATSKAP

(1) Die werkgewers moet met die werknemers saamwerk vir die handhawing van die tug van die vakvereniging. Ingeval 'n werknemer wat lid van die vakvereniging is, weier om straf wat deur die

posed by the Trade Union, the matter shall be dealt with by the nt Board concerned, which may require the employer concerned dismiss the employee in default if the penalty is not complied th.

(2) No employer, who is a member of either of or both the nployers' organisations, shall engage or employ an employee for nom wages are prescribed in sections 6 (1) *(a)*, *(b)*, *(c)* or *(d)*, 25) *(o)*, *(p)*, *(t)*, *(u)* or *(v)*, (7), (10) *(g)* (i), (12) or (14) *(h)*, 31, 34, , 40 or Tables 25, 26, 27, 28, 29, 30 and 31 of section 43 of this greement, unless such person is a member of the Trade Union or lds a provisional membership card or a working card of the Trade nion.

(3) Members of the Trade Union shall not accept employment ith employers who are not members of one of the employers' ganisations.

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

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

(a) members of the Trade Union who are employed outside the Industry; or

(b) an employer who is a member of the employers' organisations, in relation to the continued employment of such employees, who, at 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 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.

(6) Notwithstanding the provisions of subsection (2) hereof, an mployer who is unable to obtain the services of a person who is ligible for membership of the Trade Union may, subject to regis- ration with the Joint Board concerned, or the Standing Committee here no Joint Board exists, employ a person who is not eligible for membership of the Trade Union and who has been engaged in the Industry for not less than 12 months on any work other than that reserved for employees for whom minimum wage rates are pre- scribed in sections 6 (1) *(a)*, *(b)*, *(c)*, *(d)* (i) and *(d)* (ii) and 25 (6), (7), (12) and (14), Tables 19 and 20 of section 36, Table 22 of section 40 and Table 26 of section 43 of this Agreement.

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

vakvereniging opgelê is, te ondergaan, moet die saak behandel word deur die betrokke Gesamentlike Raad, wat van die betrokke werkgewer kan eis om die werknemer wat in gebreke is, te ontslaan indien die straf nie ondergaan word nie.

(2) Geen werkgewer wat lid van een van of beide die werkgewersorganisasies is, mag 'n werknemer vir wie lone voorgeskryf word in klousules 6 (1) *(a)*, *(b)*, *(c)* of *(d)*, 25 (6) *(o)*, *(p)*, *(t)*, *(u)* of *(v)* (7), (10) *(g)* (i), (12) of (14) *(h)*, 31, 34, 36, 40 of Tabelle 25, 26, 27, 28, 29, 30 en 31 van klousule 43 van hierdie Ooreenkoms, in diens neem nie tensy sodanige persoon lid van die vakvereniging is of 'n voorlopige lidmaatskapkaart of 'n werkkaart van die vakvereniging het.

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

(4) Voormanne wat nie hul bedryf beoefen nie maar uitsluitlik in toesighoudende hoedanigheid in diens is, ressorteer onder geen bepaling van hierdie klousule nie: Met dien verstande dat van voormanne wat lede van die vakverenigings is, nie vereis mag word om vergaderings van die vakvereniging by te woon nie en 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 werkgewer wat lid van die werkgewersorganisasies is, in verband met die voortgesette diens van dié werknemers wat op 31 Desember 1941 van lidmaatskap van die vakvereniging deur die Raad vrygestel is; of

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

(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.

(6) Ondanks subklousule (2) hiervan, kan 'n werkgewer wat nie die dienste van 'n persoon wat vir lidmaatskap van die vakvereniging in aanmerking kom, kan verkry nie, behoudens registrasie by die betrokke Gesamentlike Raad, of die Staande Komitee indien daar nie 'n Gesamentlike Raad is nie, 'n persoon wat nie vir lidmaatskap van die vakvereniging in aanmerking kom nie en wat minstens 12 maande in die Nywerheid werksaam is, in diens neem vir enige ander werk as dié wat gereserveer word vir werknemers vir wie minimum lone in klousules 6 (1) *(a)*, *(b)*, *(c)*, *(d)* (i) en *(d)* (ii) en 25 (6), (7), (12) en (14), Tabelle 19 en 20 van klousule 36, Tabel 22 van klousule 40 en Tabel 26 van klousule 43 van hierdie Ooreenkoms voorgeskryf word.

24. OPLEIDING VAN VAKMANSETTERS AS SETMASJIENBEDIENERS

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

(2) Wanneer hierdie vakmansetters 'n snelheid van meer as 5 000 ens per uur bereik het, moet aan hulle die eerste kans gegee word om vir 'n tydperk van 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 werkgewer 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 werkgewer.

25. WERKREGLEMENT

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

(1) *(a)* 'n Werkgewer mag nie van 'n werknemer vereis om vir verknoeide of beskadigde werk te betaal nie, en 'n werknemer mag nie vir verknoeide 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 werkgewer van mening is dat knoeiwerk of skade die

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 subsection 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 or the Standing Committee where no such Joint Board exists. If the Joint Board or Standing Committee is not satisfied that the work was spoiled because of the employee's negligence, it may call upon the employer to pay the employee such additional remuneration as would have been paid to him if the time spent on doing the work again had been regarded as overtime; and such additional remuneration shall then be paid by the employer. The provisions of this paragraph shall not apply in respect of apprentices, other than apprentices in their last year of apprenticeship.

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

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

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

gevolg van nalatigheid aan die kant van die werknemer is, kan die saak aan sowel die plaaslike werkgewersorganisasie as d taksekretaris van die vakvereniging rapporteer met die doel c ondersoek in te stel. Hierna moet die saak aan die betrokke Ges mentlike Raad gerapporteer word en dié Raad kan by die Staan Komitee aanbeveel watter stappe gedoen behoort te word.

(b) Wanneer 'n werknemer erken dat die werk verknoei is gevolg van sy nalatigheid, kan die werkgewer, ondanks klousule (1), maar behoudens klousule 13 (2), die werknemer verplig om d betrokke werk weer te doen buite sy gewone werkure en moet h hom vir die tyd aan sodanige werk bestee, teen die gewone loont rief betaal. Daar moet geen ag geslaan word op dié tyd vir d berekening van oortydtariewe wat betaalbaar is ingevolge klousu 13 (1) nie. Indien so 'n geval hom sou voordoen, moet die betrokk werkgewer die omstandighede onmiddellik rapporteer aan d betrokke Gesamentlike Raad, of die Staande Komitee waar daar n 'n Gesamentlike Raad is nie. As die Gesamentlike Raad of Staand Komitee nie oortuig is dat die werk verknoei is as gevolg van d werknemer se nalatigheid nie kan hy die werkgewer aansê om aa die werknemer sodanige bykomende besoldiging te betaal as wat aa hom betaal sou gewees het as die tyd wat hy bestee het om die wer oor te doen, as oortyd beskou is; en sodanige bykomende besold ging moet dan deur die werkgewer betaal word. Hierdie paragraaf i nie van toepassing op vakleerlinge nie, uitgesonderd vakleerlinge i hul laaste leerjaar.

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

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

(3) *(a)* Werkgewers moet bronswerk soveel moontlik beperk en geen werkgewer mag 'n vakman of vakleerling toelaat om gereelc besig te wees met die oplê of afneem van papier by 'n masjien nie, bronswerk met die hand te doen, velle na 'n bronsmasjien, droogmasjien of dergelike toestel te dra of 'n bronsmasjien 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 Staande 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 werknemers by die aanvang van die werk voorsien van 'n geskikte huidbeskermingsmiddel wat deur die mediese beroep as 'n beskermer teen bytende vloeistowwe aanbeveel word.

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

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

(f) 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 werkgewer van niemand anders as 'n vakmansetter of vakleerlingsetter vereis of hom toelaat om werk te verrig wat onder die woordomskrywing 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

rneyman or apprentice carton maker shall in connection with ton manufacture be deemed to be a journeyman or apprentice npositor.

'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 typecasting 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 r storage purposes; looking out standing matter; and/or breaking matter for remelting; and, if so employed, shall be paid at not less an 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 ypesetting machines shall be paid for all time worked on the nachine at not less than the hourly rate applicable to typesetting nachine operators, calculated in terms of section 6 (6) of this Agreement: Provided, however, that if a compositor is employed on typesetting machine for more than 20 hours in one working week, ie shall be paid at the rate applicable to typesetting machine perators for the whole of that week. Typesetting machine operators mployed temporarily on hand composing shall be paid at the rate pplicable to typesetting machine operators.

(b) Journeymen compositors, when transferred from hand composng for the purpose of learning typesetting machine operating, shall e entitled to 12 months' tuition, during which period they shall be aid 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 mentioned 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 mentioned 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, an employee who is not of such a class shall not be required or permitted to perform such work.

(g) Except for the purpose of carrying out the duties mentioned in the definition of that class of employee, a Monotype caster attendant

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 setsel (met inbegrip van die produk van letterset- of lettergietmasjiene), blokke, plate of ander materiaal vir druk- of embosseerwerk of die maak van rubberstempels;

(iii) die voorbereiding van sny- of plooivorms vir die vervaardiging van kartonne of ander artikels;

(iv) die opruim van alle materiaal in (i), (ii) of (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 enige 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 enige drukproses.

(b) Algemene assistente mag in diens wees vir die toedraai van setsel om gebêre te word; die uitsoek van staande setsel; en/of die opbreek van setsel om weer gesmelt te word; en, indien aldus in diens, moet hulle teen minstens onderstaande tariewe betaal word:

As 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 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 masjien gewerk, teen minstens die uurtarief van toepassing op setmasjienbedieners, 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 setmasjien werk, hy vir daardie hele week betaal moet word teen die tarief van toepassing op setmasjienbedieners. Setmasjienbedieners wat tydelik handsetwerk doen, moet betaal word teen die tarief van toepassing op setmasjienbedieners.

(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 setmasjienbediener 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 setmasjienbediener 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 genoem in paragraaf *(b)* (ii) van Goewermentskennisgewing R.2119 van 15 November 1968, 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 setmasjienbediener 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 genoem in paragraaf *(b)* (ii) van Goewermentskennisgewing R.2119 van 15 Novembber 1968 van toepassing nie.

(f) Die pligte van 'n Monotype-gieterwerktuigkundige sluit nie net dié van 'n Monotype-gietmasjienbediener in nie maar ook die uitmekaarhaal en inmekaarsit van gietvorms, penblokke skoonmaak, alle meganiese verstellings doen en die vervanging van geslyte onderdele, algemene onderhoud en die uitmekaarhaal en inmekaarsit 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 genoem word in die woordomskrywing van daardie klas werknemer, mag 'n Monotypegietmasjienbediener nie deur sy werkgewer verplig of toegelaat word

shall not be required or permitted by his employer to make any mechanical adjustments or repairs to any typecasting machinery.

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

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

(j) Where there are two, three or four Monotype casting machines installed, a journeyman Monotype caster minder mechanic shall be employed. For each additional four machines (or part thereof) above four an additional journeyman Monotype caster minder mechanic or apprentice to that trade shall be employed. Subject to the provisions of paragraph *(h)* no 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, or where no Joint Board has jurisdiction, he shall notify the Standing Committee. Notwithstanding the provisions of this subsection it shall not be necessary for an employer to replace the journeyman selected for the supervisory duties mentioned during the absence of such journeyman from work for any period not exceeding four weeks.

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

(m) An employer shall not permit any employee, other than a journeyman or apprentice compositor (typesetting machine operator), perforator operator or a learner perforator operator to operate a Teletypesetter perforator keyboard. No other employee shall do such work.

(n) Typesetting machine operators, who wish to gain experience on the Teletypesetter perforator keyboard, shall be afforded the opportunity of doing so in their own time: Provided that the matter set shall not be used.

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

First 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 1, Table 1.

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

om werktuigkundige verstellings of herstelwerk op lettergietmasji rie uit te voer nie.

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

(i) Terwyl 'n Monotype-gietmasjienbediener met gietmasjie werk, moet hy onder toesig van 'n vakman of 'n vakleerling staa

(j) Waar daar twee, drie of vier Monotype-gietmasjiene geïnst leer is, moet 'n vakman-bedienerwerktuigkundige van Monotyp gietmasjiene in diens wees. Vir elke bykomende vier masjiene (gedeelte daarvan) bo vier, moet 'n bykomende vakma bedienerwerktuigkundige van Monotype-gietmasjiene of vakleerli in daardie bedryf, in diens wees. Behoudens paragraaf *(h)*, mag ge werknemer, met inbegrip van bedienerwerktuigkundiges van Mon type-gietmasjiene of vakleerlinge in daardie bedryf, toegelaat wo om meer as twee gietmasjiene te bedien nie.

(k) In enkelinstallasies van hoogstens een setselgietmasjien m die toetsbordbediener as werktuigkundige optree. In inrigtings wa daar net een supergietmasjien is en geen toetsbord geïnstalleer is ni mag 'n Monotype-gietmasjienbediener die masjien bedien onder d toesig van 'n vakman-bedienerwerktuigkundige van Monotyp gietmasjiene, drukkerswerktuigkundige of 'n vakman wat aan se werk verbonde is. In sulke gevalle moet die werkgewer die plaaslik Gesamentlike Raad onmiddellik in kennis stel van die naam van d vakman wat vir dié toesighoudende pligte gekies is, of waar da geen gesamentlike Raad met regsbevoegheid is nie, moet hy di Staande Komitee in kennis stel. Ondanks hierdie subklousule is d nie vir 'n werkgewer nodig om die vakman wat vir die gemeld toesighoudende pligte aangewys is, gedurende die afwesigheid va dié vakman van sy werk vir hoogstens vier weke, te vervang nie.

(l) Waar dit ook al moontlik is, moet werknemers wat tans i diens is as Monotype-gietmasjienbedieners die eerste die best geleentheid deur die betrokke bestuur gegee word om vakmanstatu te verkry voordat aansoek gedoen word om 'n vakleerling in diens t neem.

(m) 'n Werkgewer mag nie 'n ander werknemer as 'n vakman o vakleerlingsetter (setmasjienbediener), perforeermasjienbediener o 'n leerling-perforeermasjienbediener toelaat om 'n telesetter perfo reermasjientoetsbord te bedien nie. Geen ander werknemer mag die werk verrig nie.

(n) Setmasjienbedieners, wat graag ondervinding met die telesetter-perforeermasjientoetsbord 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-perforeermasjienbedieners 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) By voltooiing van sy leertyd moet 'n leerling-perforeermasjienbediener 'n bedryfstoets aflê wat deur sy werkgewer afgeneem word en indien hy 'n standaard van minstens 12 000 ens verbeterde setsel per uur behaal, moet hy as 'n 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 druip in die bedryfstoets wat deur sy werkgewer 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: Òf 'n vakman-setmasjienbediener òf 'n perforeermasjienbediener, betaal teen minstens Skaal 3 van Tabel 1, mag by die toetsbord in diens wees. As 'n vakmansetmasjienbediener 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 enige ander vakman-setmasjienbediener of drukkerswerktuigkundige mag dit doen.

(ii) Installasies met twee perforeermasjiene en een gietmasjien: Òf 'n vakman-setmasjienbediener òf 'n perforeermasjien-

tor, 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 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 Filmotype, Headliner, Protype 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 photo-setting 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.

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

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

(y) Notwithstanding anything to the contrary contained in this Agreement, a printers' attendant or trainee printers' attendant may do the following work:

bediener, 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 genoem in paragraaf *(o)* die ander toetsbord mag bedien. As 'n vakman-setmasjienbediener by die een toetsbord in diens is, mag hy of enige 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: Òf 'n vakman-setmasjienbediener òf 'n perforeermasjienbediener, betaal teen minstens Skaal 3 van Tabel 1, moet een toetsbord bedien, terwyl perforeermasjienbedieners, betaal teen minstens Skaal 1, van Tabel 1, of leerlingperforeermasjienbedieners, betaal teen minstens die loon genoem in paragraaf *(o)*, 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 toesigwerk of vir die bediening van 'n gietmasjien of -masjiene kragtens hierdie paragraaf mag geen ander werk verrig terwyl die gietmasjien of -masjiene werk nie.

(r) Behoudens paragrawe *(t)*, *(u)*, *(v)* en *(w)* hiervan, mag 'n werkgewer nie 'n ander werknemer as 'n vakman of vakleerlingsetter toelaat om fotosetuitrusting te bedien nie. Geen ander werknemer mag sulke werk verrig nie.

(s) '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 enige ander fotosetuitrusting moet betaal word teen minstens die tarief voorgeskryf vir die betrokke gebied in Skaal 1 van Tabel 1 van hierdie Ooreenkoms.

(t) Ondanks paragrawe *(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 Filmotype, Headliner, Protype of enige ander masjien wat van tyd tot tyd deur die Staande 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 dergelike materiaal wat sy oorsprong het van geponste of elektroniese materiaal, die film of dergelike 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) Ondanks andersluidende bepalings hierin, mag geponste band wat geproduseer word op telesetter-perforeermasjiene, bedien deur werknemers van 'n klas genoem in paragraaf *(m)* hiervan, vir doeleindes van fotosetwerk gebruik word.

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

(y) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n drukkershulp of 'n leerling-drukkershulp die volgende werk verrig:

(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 reglets, and cutting of leads and rules in bulk.

(z) (i) An employer shall not require or permit an employee other than a journeyman in the origination sections as defined in section 25 (22) *(b)* of this Agreement, or where a qualified journeyman is not available in his establishment, a perforator operator or a learner perforator operator, to operate Optical Character Recognition (OCR) or Video Display Terminal (VDT) machines: Provided, however, that where such machines are installed in the administrative, editorial or advertising sections of an establishment, an employer may permit any employee in such respective sections to operate such equipment.

In all cases where such equipment is installed and where the selection of type faces, type sizes and positions of type or formatting are required to be decided by employees, such decisions shall in all cases be made by journeymen in the orgination sections or perforator operators, or learner perforator operators, as specified above.

(ii) The typing of copy for processing by 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.

(b) The establishment of specific typing pools where such typing pools consist of a number of typists congregated for the purpose of the typing of copy for the Optical Character Recognition equipment (OCR) is not permitted: Provided that such typing pools, if established, shall only be allowed where employees are registered with the Council and are paid at printers attendants' rates of pay, as applicable.

(c) Where the typing is not done in terms of paragraph *(a)* and/or *(b)*, any typing of copy suitable for submission to the Optical Character Recognition equipment (OCR) shall only be done by a journeyman of a class mentioned in paragraph *(z)* (i) or a perforator operator or learner perforator operator.

(d) Any re-typing of copy which has been submitted for OCR reading and is unacceptable, shall be done by a journeyman of a class mentioned in paragraph *(z)* (i) or a perforator operator or a learner perforator operator.

(iii) In relation to the operation of machines of a class mentioned in paragraph (i), 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.

(iv) 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 mentioned in paragraph (i), but the provisions of paragraph (v) hereof shall apply in respect of employees of this class.

(v) A journeyman of the class mentioned in paragraph (iv) whose age is up to the age of 45 years 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 mentioned in paragraph (iv) 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 (22) *(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.

(i) Die spasiëring en opplak in bladvorm van soliede metaa masjiensetsel, insluitende die byvoeging van folionommer herhaaltitels, hoofstukopskrifte en dwarslyne, maar met ui sluiting van alle tabelsetsel, illustrasies en sierspreiwerk. H kan ook toegelaat word om korreksies te doen deur d plasing van korreksiereëls. Dit sluit nie Monotyp korreksies in nie;

(ii) werk volgens vooraf-uitgemerkte kopie van 'n loodsetmasjie waarvoor matryse met die hand bymekaargemaak word, maa met uitsluiting van die opmaak van werk wat aldus geset is Dit sluit nie die bediening van toetsbord- of fotosetmasjien in nie;

(iii) die distribusie van setsel, insluitende die uitsoek van houtspa sies en die sny van loodspasies en lynstawe by die groot maat.

(z) (i) 'n Werkgewer mag nie van 'n ander werknemer a 'n vakman in die origineerseksies soos in klousule 25 (22) *(b* van hierdie Ooreenkoms omskryf, of waar 'n gekwalifiseerd vakman nie in sy inrigting beskikbaar is nie, 'n perforeerma sjienbediener of 'n leerling-perforeermasjienbediener vereis of hom toelaat om optiesekarakterlesing- of video vertoonterminaalmasjiene te bedien nie: Met dien verstand egter dat waar sodanige masjiene in die administratiewe redaksionele of advertensie-afdeling van 'n inrigting geïnstalleer is, 'n werkgewer enige werknemer in sodanige onderskeie seksies mag toelaat om sodanige uitrusting te bedien.

In alle gevalle waar sodanige uitrusting geïnstalleer is en waar daar van werknemers vereis word om te besluit oor die kies van letterbeelde, lettergroottes en die posisie van letters of die opstel van formaat, moet sodanige besluite in alle gevalle deur vakmanne in die origineerseksies of perforeermasjienbedieners of leerling-perforeermasjienbedieners soos hierbo uiteengesit, geneem word.

(ii) Die tik van kopie vir verwerking deur optiesekarakterlesing uitrusting, moet op die volgende wyse verrig word:

(a) Wanneer sodanige kopie die eerste maal in 'n inrigting getik word, mag enige tiksters van daardie inrigting dit doen.

(b) Die totstandbring van spesifieke tikpoele waar sodanige tikpoele bestaan uit 'n aantal tiksters wat saamgegroepeer is met die doel om kopie vir die optiesekarakterlesinguitrusting te tik, is ontoelaatbaar: Met dien verstande dat sodanige tikpoele, indien tot stand gebring, net toelaatbaar is as werknemers by die Raad geregistreer is en teen drukkershulploonskale, waar van toepassing, betaal word.

(c) Waar die tikwerk nie kragtens paragraaf *(a)* en/of *(b)* gedoen word nie, moet enige tikwerk van kopie wat geskik is vir die optiese-karakterlesinguitrusting net deur 'n vakman van 'n klas in paragraaf *(z)* (i) genoem of 'n perforeermasjienbediener of leerlingperforeermasjienbediener gedoen word.

(d) Enige oortikwerk van kopie wat vir aflesing van optiesekarakterlesing voorgelê en wat onaanvaarbaar is, moet deur 'n vakman van 'n klas in paragraaf *(z)* (i) genoem of 'n perforeermasjienbediener of 'n leerling-perforeermasjienbediener gedoen word.

(iii) Wat betref die bediening van masjiene van 'n klas in paragraaf (i) genoem, hetsy in die inrigting waar die masjien geïnstalleer is of elders, word klousule 25 (6) *(u)* en (14) *(h)* van hierdie Ooreenkoms geag opgeskort te wees.

(iv) 'n Werkgewer mag nie weens die inbring van uitrusting van die klas in paragraaf (i) genoem, die diens van 'n werknemer wat 'n Graad I-lid van die vakvereniging is en wat vyf jaar of langer aaneenlopende diens by die werkgewer gehad het, beëindig nie, maar paragraaf (v) hiervan is op werknemers van hierdie klas van toepassing.

(v) 'n Vakman van die klas in paragraaf (iv) genoem wat hoogstens 45 jaar oud is, kan heropleiding in enige aangewese ambag in die Nywerheid gegee word, en moet dit ondergaan indien dit aangebied word, sonder verlies van verdienste, of, met wedersydse toestemming, in enige ander beskikbare ambag of beroep.

'n Vakman van die klas in paragraaf (iv) genoem 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 (22) *(b)* van hierdie Ooreenkoms, en moet dit ondergaan indien dit aangebied word, sonder verlies van verdienste, of, met wedersydse toestemming, in enige ander ambag of beroep.

(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 (22) 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.

(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 mentioned 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.

(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 Staande Komitee geregistreer is en 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 uitruilbaarheidsbepalings in subklousule (22) 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 enige 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 voorgeskryf in Tabel 10, as gereelde kopiehouers in diens is.

(8) 'n Werkgewer mag niemand anders as 'n vakmanstereotipeur of 'n vakleerling in die bedryf stereotipie toelaat om flongs voor te berei, matryse te maak, plate te giet of af te werk, of om skaaf- of uitholmasjiene te bedien nie, en geen werknemer wat nie aldus gekwalifiseer is, mag dié werk verrig nie. 'n Werkgewer mag geen ander persoon as 'n vakmanstereotipeur, -setter of -masjienbediener toelaat om plate en stereo's te monteer 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 plateerbakke: Met dien verstande dat wanneer hulle dié werk verrig, sulke algemene assistente onder toesig van 'n vakman moet werk.

(9) *(a)* Vir die toepassing van hierdie subklousule beteken—

„vakleerling" 'n vakleerling in die bedryf hoogdrukmasjienbediening, setwerk (met inbegrip van masjienbediening) of masjienbediening (met inbegrip van setwerk) of as die werk gedoen word in verband met kartonhouervervaardiging, 'n vakleerling in die bedryf kartonhouervervaardiging;

„silindermasjien" 'n hoogdrukmasjien 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 masjien nie terwyl dit gebruik word vir die produksie van vrugtetoedraaipapier, hetsy onbedruk of bedruk;

„masjienbediener" 'n vakman-hoogdrukmasjienbediener of, waar die werk gedoen word in verband met kartonhouervervaardiging, 'n vakman-kartonhouermaker of, as sodanige werknemer in diens is in die gebiede genoem in paragraaf *(b)* (ii) van Goewermentskennisgewing R.2119, gedateer 15 November 1968, 'n vakman in die bedryf setwerk (met inbegrip van masjienbediening) of masjienbediening (met inbegrip van setwerk);

„degelpers" 'n hoogdrukmasjien 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 masjienbediener of 'n vakleerling toelaat om toe te stel, die inktoevoer te reguleer, peilers om te ruil, die drukking te verander of enige ander verstelling van die meganisme van 'n hoogdrukpers te doen nie: Met dien verstande egter dat genoemde werksaamhede deur 'n degelpersdrukker of leerling-degelpersdrukker gedoen mag word as die betrokke masjien 'n degelpers is of 'n silindermasjien 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 silindermasjien wat in staat is om 'n vel groter as 381 mm by 508 mm te bedruk, bedien word nie, uitgesonderd onder toesig van 'n masjienbediener of 'n vakleerling; so ook mag hy nie toelaat dat 'n degelpers of silindermasjien wat in staat is om 'n vel van hoogstens 381 mm by 508 mm te bedruk, bedien word nie, uitgesonderd onder toesig van 'n masjienbediener, vakleerling, degelpersdrukker of leerling-degelpersdrukker.

(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) When 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 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 Vertical Miehle, Auto Elka, Kelly, Meteor or other small cylinder machines capable of printing on a sheet not larger than 381 mm by 508 mm; or

(B) two cylinder machines of a size larger than that mentioned in paragraph *(d)* (iii) (A) and up to and including those capable of printing on a sheet not larger than 635 mm by 1 016 mm: Provided, however, that if at least one of such machines is of a sheet size of less than 635 mm by 1 016 mm, a printers' attendant or trainee printers' attendant may supervise or operate each additional machine capable of printing on a sheet not larger than 508 mm by 635 mm; or

(C) one cylinder machine capable of printing on a sheet larger than 635 mm by 1 016 mm.

(iv) No employee shall so supervise or operate a machine or machines in excess of the number mentioned 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 the changing of the words ''Original'', ''Duplicate'' and ''Triplicate'' or the letters ''A'', ''B'' or ''C'' in the case of numbering, but he may not alter in any way the original make-up of the text matter; and

(iii) move leads for adjustment for registration purposes only, but not in the text matter:

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

(f) Similarly and subject to all the conditions contained in paragraph *(e)* hereof, a printers' attendant, trainee printers' attendant 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.

(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 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.

(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

(d) (i) 'n Werkgewer mag nie 'n masjienbediener, vakleerling, degelpersdrukker of leerling-degelpersdrukker toelaat om toesig te hou oor meer as vier degelperse of drie silindermasjiene wat in staat is om 'n vel van hoogstens 381 mm by 508 mm te bedruk, of om die masjiene te bedien nie.

(ii) As 'n degelpersdrukker of 'n leerling-degelpersdrukker toesig hou oor of 'n masjien 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 masjiene of hulle te bedien nie.

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

(A) Drie Vertical Miehle, Auto Elka-, Kelly-, Meteor- of ander klein silindermasjiene wat in staat is om 'n vel van hoogstens 381 mm by 508 mm te bedruk; of

(B) twee silindermasjiene groter as dié genoem in paragraaf *(d)* (iii) (A) en tot en met dié wat in staat is om 'n vel van hoogstens 635 mm by 1 016 mm te bedruk: Met dien verstande egter dat, indien minstens een sodanige masjien 'n vel van hoogstens 635 mm by 1 016 mm kan bedruk, 'n drukkershulp of leerling-drukkershulp elke addisionele masjien wat 'n vel van hoogstens 508 mm by 635 mm kan bedruk, kan bedien of oor die werking daarvan toesig kan hou; of

(C) een silindermasjien wat in staat is om 'n vel groter as 635 mm by 1 016 mm te bedruk.

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

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

(i) verbeterings aanbring in die masjienvorm, hetsy dit op of af van die masjienbed 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 veranderings, klein veranderings of die verskuiwing van loodjies in die masjienkamer gedoen word.

(f) Insgelyks en behoudens al die voorwaardes vervat in paragraaf *(e)* hiervan, kan 'n drukkershulp, leerling-drukkershulp 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 doen wat 'n masjienbediener kragtens daardie paragraaf toegelaat word om te doen.

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

As werknemer minder as een jaar ondervinding van sulke werk het: Tarief vir die betrokke gebied genoem in Tabel 10 van hierdie Ooreenkoms vir vierde ses maande ondervinding;

as werknemer een jaar of meer ondervinding van sulke werk het: Hoogste tarief vir die betrokke gebied genoem in Tabel 10 van hierdie Ooreenkoms.

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

(ii) Wanneer Halley-perforeer- en -nommermasjiene gebruik word om mee te druk, bo en behalwe om te perforeer en/of te nommer, is die voorwaardes in hierdie subklousule betreffende die bediening van hoogdrukmasjiene van toepassing: Met dien verstande egter dat die Staande Komitee op versoek vrystelling moet verleen om werknemers, uitgesonderd masjienbedieners, vakleerlinge of degelpersdrukkers, toe te laat om sulke masjiene te bedien teen 'n loon van minstens dié van Skaal 1 van Tabel 1 waar die masjien op 'n groter vel as 381 mm by 508 mm kan druk, of Tabel 6 waar die masjien

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 mentioned 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:

(i) Male quarter binders may be permitted to do all work (with the exception of cutting, blocking, leather labelling and marbling) in connection with flush and/or, turned-in quarter and half-bound work up to and including 10 quires demy folio: Provided that the order is for not less than one dozen books (identical in every detail) for stock; and

(ii) female quarter binders may be permitted to do all work (with the exception of cutting, blocking, leather labelling and marbling) in connection with flush and/or turned-in quarter and half-bound work up to and including five quires foolscap folio: Provided that the order is for not less than one dozen books (identical in every detail) for stock: Provided further that—

(A) one journeyman bookbinder is employed on some operation connected with the particular job for each three or portion of three quarter binders employed on the job. In computing the ratio of journeymen, rulers, cutters and apprentices shall not be included; and

(B) there shall be no displacement of journeymen as a result of the operation of this paragraph.

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

(i) general assistants may be employed on all necessary blind embossing on blocking presses and may also affix gold blocked leather or plastic tabs for loose-leaf work;

(ii) factory labourers paid at not less than the rates mentioned in section 47 (1) *(a)* 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;

op 'n vel van hoogstens 381 mm by 508 mm kan 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) Ingevoude werk, met inbegrip van bande, lidmaatskapkaartjies en seisoenkaartjies;

(ii) randkleurwerk, vergulding, of marmerwerk (trog- en oordrukwerk);

(iii) afwerking, blokwerk (goud, foelie of blind), met inbegrip van inlegwerk: Met dien verstande egter dat, in die geval van herhalende goudblokwerk in hoeveelhede van hoogstens 500 vir dieselfde taak, waar die opstel van die masjien deur 'n vakman-boekbinder gedoen moet word, die masjien gevoer kan word deur 'n werknemer wat teen minstens die minimum tarief voorgeskryf in Tabel 9, betaal word;

(iv) sny, skutblaaie maak, indeksering, landkaarte monteer: Met dien verstande egter dat as rolsny- of splitsmasjiene gebruik word in verband met boekbindwerk, toesig oor hulle gehou en met hulle gewerk kan word deur algemene assistente wat betaal word teen die hoogste loontariewe vir die betrokke gebied in Tabel 10 van hierdie Ooreenkoms genoem. 'n Vakman moet hierdie masjiene verstel en stel;

(v) ingevoude 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 versamelmasjiene: Met dien verstande egter dat 'n drukkerwerktuigkundige of 'n vakleerling in daardie bedryf ook sulke masjiene kan stel en toesig oor hulle kan hou;

(viii) die maak van elektrodes vir gebruik op hoëfrekwensieplastieksweismasjiene vir alle soorte 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:

(i) Manlike 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 ingevoude kwarto- of halfgebinde werk tot en met 10 boeke demi-folioformaat: Met dien verstande dat die bestelling vir minstens een dosyn boeke (identies in elke opsig) vir voorraad is; en

(ii) vroulike 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 ingevoude kwarto- of halfgebinde werk tot en met vyf boeke folioformaat: Met dien verstande dat die bestelling vir minstens een dosyn boeke (identies in alle opsigte) vir voorraad is: Voorts 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) fabrieksarbeiders wat betaal word teen minstens die tariewe in klousule 47 (1) *(a)* van hierdie Ooreenkoms genoem vir ondergenoemde werksaamhede in diens geneem word:
Berei losbladmeganismes voor en sit inmekaar;
sit meganisme van penbordsamestel aan bord vas met klinknaels en oordrastuk;
sny toutjies na lengte, en, indien nodig, steek of pons gaatjies daarin;
sit touwasters aan, en, indien nodig, sluit hulle;

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;
rout top and bottom edges and sand top and bottom edges;
assemble mechanism to cases, assemble fore-edge strips, drill and rivet edge strips to case and sand fore-edge.

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

(i) in the case of books, the order is for a quantity of not less than 100;

(ii) one journeyman bookbinder is employed on some operation connected with the particular job for each three or portion of three quarter binders employed on the job. In computing the ratio, rulers, cutters and apprentices shall not be included;

(iii) there shall be no displacement of journeymen as the result of the operation of this paragraph.

(e) Drawn-on cover cut-flush work may be performed by a quarter binder assisted by two general assistants: Provided that such quarter binder is paid at not less than the highest rate mentioned in Table 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 labourers paid at not less than the rates mentioned 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.

(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 purpose of this subsection—

sit ogie in aan albei ente van toutjies;
steek toutjies in dwarsbalkie in en klink vas;
poleer ente van dwarsbalkie;
steek toutjies deur binneplaatjies, sit tou-ankerklampies aan en klink vas;
klink leistafie, T-stuk aan staafkantstrook, klink leistaaf-klampie aan binneplaatjie;
monteer meganisme aan bande en skroef vas;
maak bande skoon en poleer dit;
sit etikette aan;
sit skutblaaie aan;
sit stafies aan;
sit kompenseerblokkies van delersamestel vas;
sny twee hoeke, sit tou-ent vas en sluit;
steek toutjies in binderstawe;
monteer binderbande en steek draad in;
maak hoeke van bande rond en steek gaatjies deur voorkant;
klink hoekstukke van band;
steek gaatjies deur band en sit ogies in;
sit insteekstukke in deursigtige houers;
klink kantstrokies aan voorkant van skeletbinder en rugbande;
boor klinknaelgaatjies in voorband, monteer meganisme aan voorband en klink klaar;
kant kantjies af (rolskuurder) en skuur band;
saag (sny) houtpakstuk na grootte en skaaf;
skuur bandborde;
saag houtbandkante na grootte;
stamp nis in aan albei ente;
maak hoek van een ent rond;
kant oorkantse hoek af en stamp tong aan elke ent in;
klink toutjies vas aan dwarsbalk;
smeer skroeflaer;
monteer meganisme se kantstrokies aan toutjies en klink tou-ankerklampe;
monteer en lym bandkante aan binne- en buiteborde vas;
verdiep bo- en onderkante en skuur bo- en onderkante;
monteer meganisme aan bande, monteer voorkantstrokies, boor en klink kantstrokies aan band vas en skuur voorkant.

(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 hoogdruk-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 linieerders, snyers en vakleerlinge nie bygereken nie;

(iii) daar geen verplasing van vakmanne as gevolg van die toepassing van hierdie paragraaf mag plaasvind nie.

(e) Oorgetrekte gelykgesnyde bandwerk mag gedoen word deur 'n kwartobinder met die hulp van twee algemene assistente: Met dien verstande dat so 'n kwartobinder betaal moet word teen minstens die hoogste tarief genoem in Tabel 9 van hierdie Ooreenkoms vir dag- of nagwerk, na gelang van die geval.

(f) Kwartgebinde gelykgesnyde werk, nie ingevou nie, kan gedoen word deur algemene assistente: Met dien verstande dat 'n werkgewer minstens 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) Hoëfrekwensieplastieksweismasjiene mag bedien word, onder toesig van 'n vakman of vakleerling-boekbinder, deur plastiekbinderassistente wat betaal word teen minstens die tariewe wat vir die betrokke gebied in Tabel 23 van die Ooreenkoms voorgeskryf word.

(ii) Fabrieksarbeiders, betaal teen minstens die tariewe in klousule 47 (1) *(a)* van hierdie Ooreenkoms genoem, 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) 'n Drukkershulp of leerling-drukkershulp kan in diens wees vir ingevoude werk vir afsonderlike skarnieromslae 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—

"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 mentioned 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 (22) 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 mentioned.

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

(i) seven plunger type envelope machines; or

(ii) five rotary type envelope machines.

(c) Where a printing attachment on an envelope folding machine is to be in operation, the make-ready of such printing attachment shall be performed by a journeyman letterpress machine minder, printers' mechanic (envelope and stationery manufacture), an apprentice to either of those trades or an engineering artisan, who has served a

„eenweg-linieermasjien" 'n masjien wat lyne slegs in een rigting linieer;

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

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

„tweeweg-, tweekant-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 linieerwerk toelaat om op 'n linieermasjien toe te stel, die inktoevoer te reguleer of enige ander verstelling van die meganisme te doen nie. Geen ander werknemer mag dié werk doen nie.

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

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

(i) Een linieermasjien met 'n ligter daarop;

(ii) een penlinieermasjien;

(iii) twee eenweg-, een- of tweekant-linieermasjiene, uitgesonderd penlinieermasjiene, 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 Staande 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 penlinieermasjiene is nie.

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

(f) Ondanks die bepalings hiervan, kan 'n drukkershulp of 'n leerling-drukkershulp stelwerk op alle deurlooplinieertoestelle wat slegs deurloopwerk kan produseer, asook op enige aangehegte perforeereenheid, doen en sodanige toestelle bedien.

(12) Benewens vakman-snyers, -boekbinders of -linieerders of vakleerlinge in sodanige ambagte, kan 'n werknemer wat nie 'n vakman is nie, 'n kragsnymasjien bedien: Met dien verstande dat hy vir hierdie doel by die Staande 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 uitruilbaarheidbepalings wat in subklousule (22) 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 vakmandrukkerswerktuigkundige (vervaardiging van koeverte en skryfbehoeftes), 'n vakleerling in dié bedryf, of 'n vakmandrukkerswerktuigkundige toelaat om toe te stel op of verstellings te doen aan die meganisme van koevert- en skryfbehoeftesmasjiene 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 genoem in paragraaf *(a)* hiervan verplig om toesig te hou oor meer of meer te bedien en geen werknemer mag toesig hou oor meer of meer as ondergenoemde getalle bedien nie:

(i) Sewe plunjertipe-koevertmasjiene; of

(ii) vyf roltipe-koevertmasjiene.

(c) As daar 'n drukinrigting aan 'n koevertvoumasjien werk, moet die toestelwerk van die drukinrigting gedoen word deur 'n vakmanhoogdrukmasjienbediener, drukkerswerktuigkundige (vervaardiging van koeverte en skryfbehoeftes), 'n leerling in een van beide hierdie bedrywe of 'n ingenieursambagsman wat 'n erkende leertyd in sy

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.

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

(e) 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.

(f) 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.

(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 mentioned in paragraph *(c)* (ii) hereof may also be performed by a journeyman or apprentice in the trades of photogravure, lithography, photo-lithography or process engraving: 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

bedryf of ambag uitgedien het en minstens die tarief betaal word wa in Skaal 1 van Tabel 1 van hierdie Ooreenkoms voorgeskryf word Geen werkgewer mag enige ander werknemer verplig of toelaat on dié werk te doen nie; ook mag geen ander werknemer die werk doen nie.

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

(e) 'n Werkgewer mag nie van 'n werknemer wat 'n loon ontvang wat minder is as dié wat in Tabel 5 van hierdie Ooreenkoms voorgeskryf word, vereis of hom toelaat om toesig te hou oor 'n kollasioneermasjien vir kettingskryfbehoeftes of dit te bedien nie indien die skryfbehoeftes nie reeds vooraf gevou is nie. Geen ander werknemer mag sodanige werk verrig nie. 'n Algemene assistent kan toesig hou oor 'n kollasioneermasjien vir kettingskryfbehoeftes of dit bedien indien die skryfbehoeftes reeds vooraf gevou is.

(f) 'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n vakman of leerlingdrukkerswerktuigkundige, vereis of hom toelaat om 'n kollasioneermasjien vir kettingskryfbehoeftes te demonteer of te herstel nie. Geen ander werknemer mag sodanige werk verrig nie.

(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 kamerabediening 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 mag deur 'n vakman of vakleerling in die bedryf drukkerswerktuigkunde verrig word.

(iv) 'n Werkgewer mag nie 'n werknemer, uitgesonderd 'n vakman in die bedrywe fotogravure, litografie of hoogdrukmasjienbediening, 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 mag 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 vakman-fotolitograaf 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 bediening van herhaalmasjiene om veelvoudige negatiewe en positiewe te maak, asook herhaalwerk op litomasjienplate, òf met die hand òf meganies; die bedekking, ontwikkeling en ets van oorspronklike en masjienlitoplate; die afdruk van vlakdrukkleure (offset) 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 prosessering van litografiese plate asook die afdruk van fotolito-negatiewe en -positiewe kan ook deur 'n vakman- of leerling-litograaf gedoen word.

(c) (i) Behoudens paragraaf *(b)* mag 'n werkgewer nie 'n ander werknemer as 'n vakman-litograaf of vakleerling in dié bedryf toelaat om geskoolde werk in litografie te verrig nie: Met dien verstande egter dat die trek van proewe in paragraaf *(c)* (ii) hiervan genoem, ook gedoen mag word deur 'n vakman of vakleerling in die bedrywe fotogravure, litografie, fotolitografie of chemiegrafie: Voorts met dien verstande dat 'n vakmansetmasjienbediener, -litobediener 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 fotolitonegatiewe en/of -positiewe af te druk, of oor te druk van setsel, koperplate of stene, met die hand of meganies, en

machine minding of direct and/or offset lithographic machines; also the pulling of proofs on transfer presses and offset presses. Subject to the provisions of paragraph *(c)* (iii) hereof all such work shall be deemed to be skilled work for the purposes of paragraph *(c)* (i).

(iii) An employer shall not permit any employee, other than a journeyman lithographer or an apprentice to the trade of lithography, to make ready, regulate the supply of ink, change gauges or make any other adjustment to the mechanism on any lithographic printing machine: Provided, however, that the operations mentioned may be performed by a journeyman letterpress machine minder, platen pressman or a litho operative on a machine capable of printing on a sheet not larger than 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 mentioned may also be performed by a platen pressman or a litho operative on a K.O.R. Heidelberg offset machine, capable of printing on a sheet not larger than 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 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 mentioned.

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

masjienbediening van regstreekse en/of onregstreekse (offset) 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 vakman-litograaf of 'n vakleerling in die bedryf litografie toelaat om 'n litografiese drukmasjien in te stel, die inktoevoer te stel, peilers om te ruil of enige ander verstelling aan die meganisme uit te voer nie: Met dien verstande egter dat genoemde werksaamhede uitgevoer kan word deur 'n vakman-hoogdrukmasjienbediener, degelpersdrukker of litobediener op 'n masjien wat 'n vel van hoogstens 381 mm by 508 mm kan bedruk, of deur 'n drukkershulp of leerling-drukkershulp waar 'n eenkleurmasjien wat 'n vel van hoogstens 322 580 vierkante mm kan bedruk, deur 'n drukkershulp of leerling-drukkershulp in ooreenstemming met paragraaf (iv) hiervan bedien word: Voorts met dien verstande dat genoemde werksaamhede ook deur 'n degelpersdrukker of 'n litobediener gedoen kan word op 'n K.O.R. Heidelberg Offset-masjien wat 'n vel van hoogstens 400,1 mm by 571,5 mm kan bedruk, as so 'n masjien onder die algemene toesig van 'n vakman-litograaf staan en bedien word volgens die verhouding van een vakman-litograaf en een degelpersdrukker of litobediener vir elke twee sodanige masjiene.

(iv) 'n Werkgewer mag nie 'n litografiese drukmasjien 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 eenkleurmasjiene 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 drukkershulp of leerling-drukkershulp vir elke twee sodanige masjiene: Voorts met dien verstande dat twee K.O.R. Heidelberg Offset-masjiene 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, werk nie tensy dit geskied onder die toesig van 'n vakman-litograaf, 'n vakleerling in die bedryf litografie, 'n vakman-hoogdruk-masjienbediener, '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 of om meer as ondergenoemde getalle 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 drukkershulp of leerling-drukkershulp vir elke twee sodanige masjiene: Voorts met dien verstande dat twee K.O.R. Heidelberg Offset-masjiene 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-hoogdrukmasjienbediener 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 genoem word nie.

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

(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 stereos. 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 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.

(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;

(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 mentioned 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 subsections (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

(ii) „Chemiegrafie'' beteken die maak van lyn-, halftint- e kleurskeidingsnegatiewe en die afdruk op metaal van sulk negatiewe vir die doel om lyn- en rasterblokke vir hoogdruk perswerk te maak. Hierdie proses sluit in die ets van lyn- e halftintblokke vir monochroom- en kleurwerk, asook di maak van naamplate, enige werk van dergelike aard wa etswerk nodig het, en/of graveerwerk en die uitsny skuinssny, afwerk en monteer van plate en blokke. Vir di toepassing van paragraaf *(d)* (i) moet al hierdie werk en di stel van meganiese graveermasjiene as geskoolde werk gea word.

(iii) Ondanks hierdie subklousule, kan 'n chemiemonteerder wa betaal word teen minstens die tarief wat in Tabel 4 voorge skryf word, in diens wees vir die uithol, afskuinsing, afwerk en/of die montering van blokke en/of plat enkelstereo's. 'n Chemiemonteerder mag ook al die werk doen wat 'n druk kershulp of leerling-drukkershulp in verband met chemiegrafie ingevolge paragraaf *(g)* van hierdie subklousule doen.

(iv) Ondanks hierdie subklousule, mag 'n algemene assistent wa minstens die hoogste minimum tarief betaal word wat vir algemene assistente in die betrokke gebied voorgeskryf word, gebruik word vir die trek van proewe, met inbegrip van kleurprogressiewe, op chemiegrafieproefperse; en 'n algemene assistent wat minstens die tariewe betaal word wat hieronder gespesifiseer is, mag gebruik word om glasnegatiewe voor te berei om met kollodion bedek te word, om etsbakke gereed te maak, of 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 die maak van kleurafskeidingsnegatiewe, kleurmaskeerbewerking, alle vorme van kamerawerk, metaaldrukwerk, die maak van plate, herhaalwerk en die maak van dubbelbeligtings met lyn en halftint.)

Loontariewe

As werknemer minder as een jaar ondervinding van dié werk het: Tarief vir die betrokke gebied genoem in Tabel 10 van hierdie Ooreenkoms vir vierde ses maande ondervinding.

As werknemer een jaar of meer ondervinding van die werk gehad het: Hoogste tarief vir die betrokke gebied genoem in Tabel 10 van hierdie Ooreenkoms.

(e) Ondanks hierdie subklousule—

(i) mag 'n vakman of 'n vakleerling in enigeen van die bedrywe fotogravure, fotolitografie of chemiegrafie, negatiewe of positiewe maak wat bedoel is vir gebruik by die produksie van drukwerk deur enige drukproses;

(ii) mag 'n vakman of 'n vakleerling wat op 31 Desember 1952 geregtig was om almal of enigeen van die klasse werk in hierde subklousule genoem, te verrig, voortgaan om al sulke klasse werk te verrig as wat hy geregtig was om op 31 Desember 1952 te verrig;

(iii) kan 'n litobediener, leerling-litobediener, degelpersdrukker of leerling-degelpersdrukker gebruik word om af te druk op voorgesensibiliseerde 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) mag 'n algemene assistent wat betaal word teen die hoogste tarief soos 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 genoem in klousule 25 (14), op te lap nie: Met dien verstande egter dat sodanige werk deur 'n litobediener, leerling-litobediener, degelpersdrukker of leerling-degelpersdrukker 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 subklousules (5), (6) en (14), kan 'n drukkershulp of 'n leerling-drukkershulp die volgende werk verrig ten opsigte van alle foto-meganiese vakke, met inbegrip van fotosetwerk:

(i) Voorbereiding, bedekking en beligting van fotolitografiese plate in 'n afdrukraam;

(ii) afwerking van beligte fotolitografiese plate;

(iii) die voorbereiding, bedekking, beligting, ontwikkeling en inbranding van chemiegrafieplate;

(iv) uitverfwerk op negatiewe en positiewe; en

(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 mentioned in subsection (18)) is available for employment as trainee printers' attendants for ese operations, trainees may be recruited from art schools or other itable sources.

(h) Notwithstanding the provisions of subsections (5), (6) and (14) reof, copy and film make-up, including corrections, may be done an employee who must be registered with the Council for this rpose and who must be paid at not less than the following weekly tes 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 the pulling of proofs of all types, including colour progressives, on single colour proofing presses;

(e) a general assistant may make contact prints for use in any of the photo-mechanical trades; and

(f) a general assistant may remove the old emulsion after the processing of process blocks or lithographic plates.

(16) 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 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.

(17) 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.

(18) *(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) Female general assistants shall not be solely confined to one class of work in binding departments, but shall be given opportuni-

(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 ambagte 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 filmopmaakwerk, 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-halftintregisterwerk 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 enigeen van die aangewese bedrywe in die Nywerheid 'n kamera bedien wat film van hoogstens 381 mm by 508 mm kan neem;

(b) kan, in enige inrigting waar slegs een vakmansetter of vakman-hoogdrukmasjienbediener (een man) in diens is, sodanige man gereeld werk in enige van die ambagte verrig;

(c) kan 'n vakmansetter, hoogdrukmasjienbediener, chemiegrafeur 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 die trek van proewe van enige tipe, insluitende kleurprogressiewe op enkelkleur-proefperse;

(e) kan 'n algemene assistent afdrukke maak vir gebruik in enigeen van die fotomeganiese vakke; en

(f) kan 'n algemene assistent die ou emulsie verwyder na die afwerking van chemiegrafieblokke of litografiese plate.

(16) Die „gereedmaking" van 'n silindersny- en -voumasjien moet gedoen word deur 'n vakman-kartonvervaardiger, hoogdrukmasjienbediener of 'n vakleerling in hierdie bedrywe, terwyl 'n algemene assistent 'n silindersny- en -voumasjien van enige grootte kan stop, aanskakel of bedien onder toesig van 'n vakman-kartonvervaardiger, hoogdrukmasjienbediener of 'n vakleerling in hierdie vakke, wat op diens moet wees terwyl die sny- en voumasjien in werking is. Behalwe wanneer hy enige sodanige masjien gereed maak, kan die vakleerling- of vakman-kartonvervaardiger sny- en vouvorms 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.

(17) Die Staande 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 te werk te stel en die bedrywe of beroep wat uitgeoefen mag word, moet in so 'n geval in die vrystellingsertifikaat gespesifiseer word.

(18) *(a)* Geen persoon ten opsigte van wie vrystelling verleen is om die werk van 'n vakman kragtens die Ooreenkoms gepromulgeer by Goewermentskennisgewing R.2106 van 29 Desember 1967, te verrig, mag as gevolg van die instelling van drukkershulpe of leerling-drukkershulpe 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 enigsins moontlik, moet werknemers wat vir minstens twee jaar aaneen in 'n halfgeskoolde hoedanigheid in die Nywerheid werksaam was, voorkeur geniet by die indiensneming van leerling-drukkershulpe.

(c) Vroulike algemene assistente mag nie uitsluitlik tot een soort werk in binderye beperk word nie, maar moet die geleentheid gegee

ties to perform all classes of work falling within the province of general assistants in such departments.

(19) 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.

(20) 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.

(21) *(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 labourer may remove printed matter from the delivery end of printing machines, a factory labourer 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 labourer 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 labourer 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.

(22) *(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, proofreading, stereotyping and electrotyping.

Machining sections.—Carton making, 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).

word om alle klasse werk wat binne die werkkring van algeme assistente in sulke afdelings val, te verrig.

(19) Hierdie klousule en klousules 32, 37, 41 en 45 moet nie uitgelê word dat hulle 'n drukkerswerktuigkundige of 'n vakleerli in dié bedryf belet om werk te doen in verband met die installerin herstel of onderhoud van enige soort masjinerie wat in die Nywe heid gebruik word nie.

(20) Waar daar in hierdie Ooreenkoms melding gemaak word va 'n masjien wat 'n vel, nie groter as 'n gespesifiseerde grootte ni kan bedruk, of waar daar op 'n ander wyse melding van masjiengrootte gemaak word, word daarmee die bepaalde masji bedoel soos dit oorspronklik vervaardig is, en vir die toepassing va hierdie Ooreenkoms word die grootte van die masjien soos d oorspronklik vervaardig is, geag die grootte van die masjien te wee ondanks die feit dat dit herbou, verander of aangepas kon gewees h om 'n kleiner vel te neem. Die grootte van 'n masjien wat herbo verander of aangepas is om 'n groter vel te neem as dié waarvo dit oorspronklik gebou is, moet egter bepaal word volgens di grootte van daardie groter vel.

(21) *(a)* Ondanks andersluidende bepalings in hierdie Ooreenkom mag 'n algemene assistent in alle afdelings van die Nywerheid—

(i) chemikalieë, met inbegrip van chemikalieë vir lakvernis lamellering, kleefstowwe, vernis en soortgelyke stowwe, af meet; en

(ii) ink volgens 'n voorafbepaalde formule meng.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms mag 'n fabrieksarbeider, hoewel hy drukwerk van die aflewerings kant van drukmasjiene mag verwyder, nie by die afleweringskan van 'n drukmasjien staan en op die uitkyk wees na stygende ruimte of letters in die vorms of, oor die algemeen, of enige tipe drukma sjien korrek druk nie, en mag hy ook nie die masjien stopsit wanneer velle tussen die rolle of afleweringsbande ophoop nie. Dit is die werk van 'n algemene assistent. 'n Fabrieksarbeider kan die velle op die toevoerbord plaas of opstapel volgens 'n sy- of frontrangskikking en kan die stapel reguit maak deur dit aan die sye te tik. 'n Fabrieksarbeider mag nie velle by die voer- of afvoerente 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.

(22) *(a)* Ondanks andersluidende bepalings in hierdie Ooreenkoms vervat, mag 'n vakman in enige van die aangewese bedrywe in die origineerseksies al die werk verrig wat binne die bestek van enige van die aangewese bedrywe in daardie seksies val. Insgelyks kan 'n vakman in enige van die aangewese bedrywe in die masjineerseksies al die werk verrig wat binne die bestek van enige van die aangewese bedrywe in daardie seksies val en 'n vakman in enige van die aangewese bedrywe in die afwerkingseksies kan al die werk verrig wat binne die bestek van enige van die aangewese bedrywe in daardie seksies val. Vakman-rolpersstereotipeurs/rolpers-masjienbedieners is uitruilbaar in die masjineerseksies maar nie in die origineerseksies nie; hulle kan egter voortgaan om stereotipering 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 aangewese bedryf òf ingevolge die bepalings van die Suid-Afrikaanse Wet op Vakleerlinge, òf oorsee, of 'n ander vakman soos omskryf in klousule 2 van hierdie Ooreenkoms wat vir die toepassing van hierdie subklousule deur die Staande Komitee geregistreer is.

(b) Vir die toepassing van hierdie subklousule is die volgende die verskillende seksies:

Origineerseksies.—Kartonstempelwerk, setwerk, gravuur- en stempelsnywerk, Monotype-gietmasjienbedienerwerktuigkundige, fotogravure-graveerwerk, fotolitografie, drukkers- en litografiese tekenwerk, chemiegrafie, proeflees, stereotipering en elektrotipering.

Masjieneerseksies.—Kartonvervaardiging, riffelbord- en riffelbordhouer-masjienbediening, gravuurmasjienbediening, hoogdrukmasjienbediening, litografiese masjienbediening, masjienbediening (verpakking) en rolpersmasjienbediening.

Afwerkingseksies.—Boekbindwerk, snywerk, drukkerswerktuigkundige (vervaardiging van skryfbehoeftes en koeverte) en linieerwerk.

Werktuigkundige vakgroepe.—Monotype-gietmasjienbedienerwerktuigkundige, drukkerswerktuigkundige (elektrotegnies), drukkerswerktuigkundige (algemeen), drukkerswerktuigkundige (vervaardiging van skryfbehoeftes en koeverte), drukkerswerktuigkundige (lettersetwerk).

(c) Journeymen compositors and letterpress machine minders may erate guillotine cutting machine: Provided, however, that a achine minder shall not operate a cutting machine while a printing achine, which he is required to supervise, is in operation.

(d) An employer who operates in terms of these provisions shall ovide in his factory the facilities required for the necessary further aining of the journeyman concerned.

26. NOTICES

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

27. REGISTRATION OF EMPLOYERS

(1) Every employer in the Industry at the date on which this greement comes into operation shall forward in writing to the ecretary of the Joint Board (or the Standing Committee where no oint Board exists) for the area in which he is operating, the llowing 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 e furnished by all employers entering the Industry after the date on vhich this Agreement comes into operation within one month of ommencing business.

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

28. NOTICE OF CEASING BUSINESS

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

29. WORKING EMPLOYERS, PARTNERS AND DIRECTORS

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

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

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

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

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; or

(b) the operation of slotter-creaser, punching, stapling, bending, stitching, taping or other similar machines.

(c) Valmessnymasjiene kan bedien word deur vakman-lettersetters en vakman-hoogdrukmasjienbedieners: Met dien verstande egter dat 'n masjienbediener nie 'n valmessnymasjien mag bedien terwyl 'n drukmasjien 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, werkure en diensvoorwaardes van toepassing op die inrigting, en dit op 'n duidelik sigbare plek in sy inrigting vertoon en vertoon hou.

27. REGISTRASIE VAN WERKGEWERS

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

(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 verstrek 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) As die werkgewer 'n liggaam met regspersoonlikheid of 'n vennootskap is, moet inligting ooreenkomstig subklousule (1) hiervan verstrek word ten opsigte van elke direkteur of vennoot, na gelang van die geval. Die naam waaronder die liggaam met regspersoonlikheid of vennootskap besigheid doen, moet ook verstrek word. Ingeval daar 'n verandering plaasvind in vennote of direkteure, na gelang van die geval, moet besonderhede hiervan skriftelik binne een maand verstrek word aan die Sekretaris van die Gesamentlike Raad, of die Staande Komitee waar daar geen Gesamentlike Raad bestaan nie.

28. KENNISGEWING VAN STAKING VAN BESIGHEID

Ingeval 'n werkgewer sy besigheid staak nadat hy ingevolge klousule 27 hiervan geregistreer het, moet hy die Sekretaris van die Gesamentlike Raad (of die Staande Komitee waar geen Gesamentlike Raad bestaan nie), binne 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, as daar een is, van die betrokke gebied, by die Staande Komitee aansoek doen om registrasie as werkende werkgewer in die betrokke bedryf of bedrywe.

(2) Geen werkgewer, vennoot of direkteur mag werk doen wat binne die bestek van een van die aangewese bedrywe in die Nywerheid val nie, tensy hy in besit is van 'n registrasiesertifikaat, deur die Sekretaris van die Raad onderteken, wat hom magtig om as werkende werkgewer in die betrokke aangewese bedrywe op te tree.

(3) Na 'n week kennisgewing aan die betrokke werkgewer, vennoot of direkteur, mag die Staande Komitee enige registrasiesertifikaat van 'n werkende werkgewer intrek.

(4) Klousules 25, 32, 37, 41 en 45 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige werkgewer, vennoot of direkteur wat in besit is van 'n sertifikaat van sy registrasie as werkende werkgewer.

HOOFSTUK 3

AFDELING RIFFELBORD EN RIFFELBORDHOUERS

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; of

(b) gleufsnyplooi-, pons-, kram-, buig-, stik-, bandaansit- of dergelike masjiene bedien.

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	1978	1979
	R	R
D to G	51,19	55,89
G	52,69	56,64
G to H	52,91	57,09
H	53,27	57,27

TABLE 15

DAY WORK

Weekly Wages payable to Corrugated Board and Container Assistants in accordance with their experience

Area	1978 1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	After 2 years
	R	R	R	R	R
D to G	28,75	33,01	36,71	40,39	41,14
G	29,16	33,35	37,11	41,62	42,30
G to H	30,02	34,69	38,53	42,60	43,31
H	31,42	36,89	40,85	44,21	44,94

Area	1979 1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	After 2 years
	R	R	R	R	R
D to G	31,14	35,68	39,69	44,12	44,89
G	31,35	35,85	39,89	44,74	45,47
G to H	33,08	38,56	42,75	46,72	47,50
H	33,78	39,66	43,91	47,53	48,31

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 and operate a printer-slotter machine. In addition, a corrugated board and container assistant shall be in attendance on each such machine.

(8) A journeyman corrugated board and container machine minder or an apprentice to that trade may make moulds and mould flexible stereos.

31. LOONTARIEWE

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

TABEL 14

DAGWERK

Weeklone betaalbaar aan bedieners van enkelkant-riffelmasjiene

Gebied	1978	1979
	R	R
D tot G	51,19	55,89
G	52,69	56,64
G tot H	52,91	57,09
H	53,27	57,27

TABEL 15

DAGWERK

Weeklone betaalbaar aan riffelbord- en riffelbordhouerassistente volgens hul ondervinding

Gebied	1978 Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
D tot G	28,75	33,01	36,71	40,39	41,14
G	29,16	33,35	37,11	41,62	42,30
G tot H	30,02	34,69	38,53	42,60	43,31
H	31,42	36,89	40,85	44,21	44,94

Gebied	1979 Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
D tot G	31,14	35,68	39,69	44,12	44,89
G	31,35	35,85	39,89	44,74	45,47
G tot H	33,08	38,56	42,75	46,72	47,50
H	33,78	39,66	43,91	47,53	48,31

32. WERKREGLEMENT

(1) Elke volledige bordmaakmasjien moet deur 'n vakman bedien word. Daarbenewens moet 'n riffelbord- en riffelbordhouerassistent in diens wees vir elke riffeleenheid wat aan so 'n masjien werk.

(2) 'n Vakman en 'n riffelbord- en riffelbordhouerassistent moet in diens wees op elke druk-groefsnymasjien wat gebruik word, hetsy die druk-groefsnymasjien saam met 'n bordmaakmasjien of afsonderlik gebruik word.

(3) Waar eenplaat-riffelmasjiene alleen werk, mag vrystelling van die bepalings van paragraaf (1) van hierdie klousule toegestaan word ten einde 'n riffelbord- en riffelbordhouerassistent in staat te stel om so 'n masjien te bedien teen die loontariewe vasgestel in Tabel 14.

(4) Op 'n drukmasjien sonder 'n groefsnybytoestel mag 'n vakman sonder 'n assistent in diens wees.

(5) 'n Riffelbord- en riffelbordhouerassistent moet op sowel groefvou- en ponsmasjiene as op elke stik-, bandaansit- of stempelsny- of oorslaglynmasjien in diens wees.

(6) In die Afdeling Riffelbord en Riffelbordhouers word onder „drukmasjien" verstaan 'n een- of veelkleurdrukmasjien ten opsigte waarvan die loon vir 'n vakman dié is wat by Skaal 1 van Tabel 1 voorgeskryf word.

(7) Ondanks subklousule (2), mag 'n drukkershulp of leerlingdrukkershulp op 'n druk-groefsnymasjien gereedmaak en dit bedien. Daarbenewens moet 'n riffelbord- en riffelbordhouerassistent by elke sodanige masjien toesig hou.

(8) 'n Vakman-riffelbord- en riffelbordhouer-masjienbediener of 'n vakleerling in daardie bedryf mag gietsel vervaardig en buigsame stereo's giet.

CHAPTER 4

FIBRE CONTAINER SECTION

33. DEFINITIONS

Unless inconsistant with the context—

"fibre container assistant" means an employee, other than a journeyman, litho operative, platen pressman, learner platen pressman, apprentice, machine adjuster or labourer, who is employed upon work directly connected with the manufacture of spirally wound, convolute, mono or pressed paper containers, but excluding the feeding of printing machines and the operation of manually operated cutting machines; 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:

TABLE 16

DAY WORK

Weekly Wages payable to Machine Adjusters in accordance with their experience

	1978 1st year	Thereafter
	R	R
All areas	46,21	48,56

	1979 1st year	Thereafter
	R	R
All areas	49,68	52,20

TABLE 17

DAY WORK

Weekly Wages payable to Fibre Container Assistants in accordance with their experience

Area	1978 1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	After 2 years
	R	R	R	R	R
D to G and G	27,84	30,15	31,86	34,52	35,20
G to H	28,20	30,41	32,00	34,67	35,54
H	28,78	30,84	32,23	34,92	36,10

Area	1979 1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	After 2 years
	R	R	R	R	R
D to G and G	29,93	32,41	34,25	37,11	37,84
G to H	30,65	32,93	34,53	37,41	38,53
H	30,94	33,15	34,65	37,54	38,81

(b) Notwithstanding anything to the contrary contained in this Agreement, factory labourers employed in the Fibre Container Section may be paid at rates 5 per cent less than those prescribed in section 47 (1) *(a)* of this Agreement.

HOOFSTUK 4

AFDELING VESELBORDHOUERS

33. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die samehang is, beteken—

„veselhouerassistent" 'n werknemer, uitgesonderd 'n vakman, litobediener, degelpersdrukker, leerling-degelpersdrukker, vakleerling, masjiensteller of arbeider, wat in diens is op werk wat regstreeks in verband staan met die vervaardiging van spiraalgedraaide, gedraaide mono- of geperste papierhouers; maar met uitsondering van die voer van drukmasjiene en die bediening van handsnymasjiene; 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 aan 'n werknemer van 'n klas hieronder gespesifiseer, 'n loon betaal wat minder is as onderstaande weekloontariewe vir die betrokke gebied nie en geen werknemer mag laer lone aanneem nie:

TABEL 16

DAGWERK

Weeklone betaalbaar aan masjienstellers volgens hul ondervinding

	1978 Eerste jaar	Daarna
	R	R
Alle gebiede	46,21	48,56

	1979 Eerste jaar	Daarna
	R	R
Alle gebiede	49,68	52,20

TABEL 17

DAGWERK

Weeklone betaalbaar aan veselhouerassistente volgens hul ondervinding

Gebied	1978 Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
D tot G en G	27,84	30,15	31,86	34,52	35,20
G tot H	28,20	30,41	32,00	34,67	35,54
H	28,78	30,84	32,23	34,92	36,10

Gebied	1979 Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
D tot G en G	29,93	32,41	34,25	37,11	37,84
G tot H	30,65	32,93	34,53	37,41	38,53
H	30,94	33,15	34,65	37,54	38,81

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms kan fabrieksarbeiders wat in die Afdeling Veselbordhouers in diens is, teen tariewe van 5 persent minder betaal word as dié wat in klousule 47 (1) *(a)* van hierdie Ooreenkoms voorgeskryf word.

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

''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

Area	1978 1st year	2nd year	Thereafter
	R	R	R
G	41,52	46,26	49,94
G to H	42,49	47,91	52,30
H	44,08	50,62	56,14

Area	1979 1st year	2nd year	Thereafter
	R	R	R
G	44,63	49,73	53,69
G to H	46,59	53,06	58,43
H	47,39	54,42	60,35

TABLE 19

DAY WORK

Weekly Wages payable to Paper Sack Machine Attendants

Area	1978	1979
	R	R
D to G	77,60	84,25
G	79,03	84,96
G to H	79,47	85,84
H	80,18	86,19

HOOFSTUK 5

AFDELING PAPIERSAKKE

35. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die samehang is, beteken—

„leerling-papiersakmasjienbediener'' 'n werknemer wat, met d skriftelike toestemming van die Staande Komitee, gelee word hoe om papiersakbuismasjiene, boomplakmasjiene voordrukmasjiene gereed te maak, te bedien of te stel, of ' werknemer wat as sodanig vir 'n proeftyd van hoogstens vie maande in diens is;

„papiersakmasjienassistent'' 'n werknemer wat naaimasjiene ste en dit bedien of oor die werking daarvan toesig hou, maa wat geen herstel- of onderhoudswerk mag verrig nie, of wa 'n papiersakmasjienbediener, 'n leerling-papiersakmasjien bediener of 'n papiersakmasjienhulp help om 'n papier sakbuismasjien, boomplakmasjien of voordrukmasjien t bedien;

„papiersakmasjienhulp'' 'n werknemer wat as sodanig by di Raad geregistreer is en wat in ooreenstemming met hierdi Hoofstuk in diens mag wees vir die oprigting, bedien en ste van 'n papiersakbuismasjien, boomplakmasjien en voordruk masjien;

„papiersakmasjienbediener'' 'n werknemer wat 'n opleidingsty van drie jaar uitgedien het in die oprigting, bediening en ste van papiersakbuismasjiene, boomplakmasjiene en voordruk masjiene en 'n vakman is soos omskryf in klousule 2 van hierdie Ooreenkoms; en

„leerling-papiersakmasjienhulp'' 'n werknemer wat met die skrif telike toestemming van die Staande Komitee, geleer word hoe om die werk van 'n papiersakmasjienhulp te verrig.

36. LOONTARIEWE

Geen werkgewer mag aan 'n werknemer van 'n klas hieronder gespesifiseer, 'n loon betaal wat minder is as onderstaande week loontariewe 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

Gebied	1978 Eerste jaar	Tweede jaar	Daarna
	R	R	R
G	41,52	46,26	49,94
G tot H	42,49	47,91	52,30
H	44,08	50,62	56,14

Gebied	1979 Eerste jaar	Tweede jaar	Daarna
	R	R	R
G	44,63	49,73	53,69
G tot H	46,59	53,06	58,43
H	47,39	54,42	60,35

TABEL 19

DAGWERK

Weeklone betaalbaar aan papiersakmasjienbedieners

Gebied	1978	1979
	R	R
D tot G	77,60	84,25
G	79,03	84,96
G tot H	79,47	85,84
H	80,18	86,19

TABLE 20

DAY WORK

Weekly Wages payable to Trainee Paper Sack Machine Attendants

rea	1978 1st year	1978 2nd year	1979 1st year	1979 2nd year
	R	R	R	R
to G	66,53	69,69	72,35	75,74
.....	67,96	71,12	73,06	76,45
to H	68,40	71,56	73,94	77,34
.....	69,12	72,27	74,30	77,69

TABLE 21

DAY WORK

Weekly Wages payable to Paper Sack Machine Assistants according to their experience in the Industry

Area	1978 1st 6 months	1978 2nd 6 months	1978 3rd 6 months	1978 4th 6 months	1978 After 2 years
	R	R	R	R	R
D to G and G	29,76	32,26	34,12	36,98	37,76
G to H	30,15	32,54	34,28	37,15	38,13
H	30,78	33,01	34,53	37,43	38,73

Area	1979 1st 6 months	1979 2nd 6 months	1979 3rd 6 months	1979 4th 6 months	1979 After 2 years
	R	R	R	R	R
D to G and G	31,99	34,68	36,68	39,75	40,59
G to H	32,78	35,25	37,00	40,10	41,33
H	33,09	35,49	37,12	40,24	41,63

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.

TABEL 20

DAGWERK

Weeklone betaalbaar aan leerling-papiersakmasjienhulpe

Gebied	1978 Eerste jaar	1978 Tweede jaar	1979 Eerste jaar	1979 Tweede jaar
	R	R	R	R
D tot G	66,53	69,69	72,35	75,74
G	67,96	71,12	73,06	76,45
G tot H	68,40	71,56	73,94	77,34
H	69,12	72,27	74,30	77,69

TABEL 21

DAGWERK

Weeklone aan papiersakmasjienassistente betaalbaar volgens hul ondervinding in die Nywerheid

Gebied	1978 Eerste ses maande	1978 Tweede ses maande	1978 Derde ses maande	1978 Vierde ses maande	1978 Na twee jaar
	R	R	R	R	R
D tot G en G	29,76	32,26	34,12	36,98	37,76
G tot H	30,15	32,54	34,28	37,15	38,13
H	30,78	33,01	34,53	37,43	38,73

Gebied	1979 Eerste ses maande	1979 Tweede ses maande	1979 Derde ses maande	1979 Vierde ses maande	1979 Na twee jaar
	R	R	R	R	R
D tot G en G	31,99	34,68	36,68	39,75	40,59
G tot H	32,78	32,25	37,00	40,10	41,33
H	33,09	35,49	37,12	40,24	41,63

37. WERKREGLEMENT

(1) Vir die toepassing van hierdie klousule beteken—

„masjien" 'n papiersakbuismasjien, boomplakmasjien of voordrukmasjien.

(2) Onderstaande minimum vereistes betreffende die bemanning van masjiene moet deur werkgewers en werknemers nagekom word:

(a) Waar een masjien werk, moet daar 'n papiersakmasjienbediener toesig oor sodanige masjien 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 papiersakmasjienassistente 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 papiersakmasjienassistente oor sodanige masjiene toesig hou;

(e) die getalsverhouding in paragrawe *(a)* tot *(d)* hiervan genoem, is eweseer van toepassing wanneer meer as vier masjiene werk;

(f) onder die omstandighede in paragrawe *(c)* tot *(e)* hiervan genoem, kan 'n papiersakmasjienhulp of leerling-papiersakmasjienhulp in alle gevalle vervang word deur 'n leerling-papiersakmasjienbediener;

(g) 'n werkgewer 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 getalsverhouding van leerling-papiersakmasjienbedieners tot papiersakmasjienbedieners moet hoogstens twee leerlinge vir elke bediener in diens in die inrigting wees, en werkgewers 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) A journeyman paper sack machine operator or a learner paper sack machine operator may make moulds and mould flexible stereos.

(6) An employer who wishes to operate extruders (including extruder coaters) of plastic material on a continuous basis, shall notify the Joint Board concerned, or the Standing Committee where no such Joint Board exists, of his intention 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;

''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	1978	1979
	R	R
D to G	100,68	109,41
G	102,73	110,43
G to H	103,03	111,04
H	103,53	111,29

(5) 'n Vakman-papiersakmasjienbediener of 'n leerlin papiersakmasjienbediener kan gietvorms maak of buigsame stere giet.

(6) 'n Werkgewer wat uitstoters (insluitende uitstoter-bedekke van plastiekstowwe in 'n ononderbroke proses wil gebruik, moet betrokke Gesamentlike Raad, of die Staande Komitee waar da geen Gesamentlike Raad bestaan nie, in kennis stel van sy voorner om dit te doen. Goewermentskennisgewing R.1019 van 9 Julie 19 is dan van toepassing ten opsigte van werknemers wat met sul uitrusting werk: Met dien verstande egter dat vir alle tyd wat lang as 40 uur per week gewerk word, betaal moet word teen die tariev wat in klousule 13 (1) *(a)* of *(b)* van hierdie Ooreenkoms voorg skryf word.

38. ALGEMEEN

'n Leerling-papiersakmasjienbediener moet 'n driejaarleertyd u dien om te kwalifiseer as 'n papiersakmasjienbediener, en by vo tooiing van sodanige leertyd moet 'n Graad 1-lidmaatskapkaart va die vakvereniging aan hom uitgereik word of 'n sertifikaat va bekwaamheid as papiersakmasjienbediener soos beoog by paragra *(b)* van die woordomskrywing van vakman in klousule 2 van hierd Ooreenkoms.

HOOSTUK 6

AFDELING BUIGSAME HOUERS

39. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die samehang is, beteken—

„houers'' sakke, omslae (in die rol of andersins) of enige ande vorm van houer gemaak van papier, deurskynfilm, metaalfoe lie of soortgelyke buigsame materiaal (hetsy onbedruk o bedruk) maar omvat nie papiersakke of -houers wat in di Afdeling Veselbordhouers of van bordpapier vervaardig wor nie;

„houerassistent'' 'n werknemer wat vir een of meer van di volgende werksaamhede in diens is:

(a) Sakmasjiene, met of sonder drukinrigtings, of drukma sjiene wat gebruik word by die produksie van houers onder toesig van 'n vakman of 'n vakleerling of 'r drukkershulp of leerlingdrukkershulp, behoudens klou sule 41 (11), bedien;

(b) bedekkings-, wiggel-, vernis-, lamelleer-, pons-, rolembosseer-, verseël-, velmaak-, splits- of wasmasjiene 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; of

(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 banddrukmasjien onder toesig van 'n vakman gereed mag maak en/of mag bedien; of

(e) sakke sorteer of ondersoek;

„banddrukmasjien'' 'n masjien wat gebruik word om drukwerk aan te bring op drukgevoelige kleefband in rolle van hoogstens 152,4 mm breed;

„banddrukmasjienbediener'' 'n werknemer wat 'n banddrukmasjien bedien nadat die masjien deur 'n vakman of 'n houerassistent opgestel en gereed gemaak is.

40. LOONTARIEWE

Geen werkgewer mag aan 'n werknemer van 'n klas hieronder gespesifiseer 'n loon betaal wat minder is as onderstaande loontariewe vir die betrokke gebied nie en geen werknemer mag laer lone aanneem nie:

TABEL 22

DAGWERK

Weeklone betaalbaar aan masjienbedieners (houers)

Gebied	1978	1979
	R	R
D tot G	100,68	109,41
G	102,73	110,43
G tot H	103,03	111,04
H	103,53	111,29

TABLE 23

DAY WORK

eekly Wages payable to Packaging Assistants according to their experience in the Industry

rea	1978 1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	After 2 years
	R	R	R	R	R
to G and G	29,76	32,26	34,12	36,98	37,76
to H	30,15	32,54	34,28	37,15	38,13
.....	30,78	33,01	34,53	37,43	38,73

rea	1979 1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	After 2 years
	R	R	R	R	R
) to G and G	31,99	34,68	36,68	39,75	40,59
to H	32,78	35,25	37,00	40,10	41,33
.....	33,09	35,49	37,12	40,24	41,63

Provided, however—

(1) that the top rate payable to a packaging assistant employed xclusively on sorting or examining packaging shall be that pre-cribed for the third six months' experience in this Table, irrespective f that packaging assistant's actual experience: Provided further, owever, that not less than one in every five or portion of five ackaging assistants so employed shall be paid at not less than the ate prescribed in this table for a packaging assistant with more than wo years' experience; and

(2) that a packaging assistant, employed on a tape printing nachine on which three or more colours are being printed simul-aneously, shall be paid at not less than the rates prescribed in this able, plus 15 per cent if such packaging assistant is employed on lay work and at not less that 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

Area	1978 1st 6 months	2nd 6 months	Therafter
	R	R	R
D to G and G	29,76	32,26	34,12
G to H	30,15	32,54	34,28
H	30,78	33,01	34,53

Area	1979 1st 6 months	2nd 6 months	Thereafter
	R	R	R
D to G and G	31,99	34,68	36,68
G to H	32,78	35,25	37,00
H	33,09	35,49	37,12

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 stereos, if any, regulate the supply of ink or make any other adjustment to the mechanism of a bag-making machine. No other employee shall do such work.

(2) An employer shall not permit any bag-making machine to be operated except under the supervision of a journeyman machine minder (packaging) or an apprentice to that trade.

(3) An employer shall not permit any machine of a class mentioned in paragraph *(b)* of the definition of packaging assistant in section 39 of this Agreement to be set up or operated except under the supervision of a journeyman machine minder (packaging), a printers' mechanic or an apprentice to such a trade.

TABEL 23

DAGWERK

Weeklone betaalbaar aan houerassistente volgens hul ondervinding in die Nywerheid

Gebied	1978 Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
	R	R	R	R	R
D tot G en G	29,76	32,26	34,12	36,98	37,76
G tot H	30,15	32,54	34,28	37,15	38,13
H	30,78	33,01	34,53	37,43	38,73

Gebied	1979 Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Na twee jaar
D tot G en G	31,99	34,68	36,68	39,75	40,59
G tot H	32,78	35,25	37,00	40,10	41,33
H	33,09	35,49	37,12	40,24	41,63

Met dien verstande egter—

(1) dat die hoogste tarief betaalbaar aan 'n houerassistent wat uitsluitlik werksaam is met die sortering of ondersoek van houers, dié moet wees wat voorgeskryf is vir die 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 houerassistente 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

(2) 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 bandrukmasjienbedieners volgens hul ondervinding in die Nywerheid

Gebied	1978 Eerste ses maande	Tweede ses maande	Daarna
	R	R	R
D tot G en G	29,76	32,26	34,12
G tot H	30,15	32,54	34,28
H	30,78	33,01	34,53

Gebied	1979 Eerste ses maande	Tweede ses maande	Daarna
	R	R	R
D tot G en G	31,99	34,68	36,68
G tot H	32,78	35,25	37,00
H	33,09	35,49	37,12

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 inktoevoer te reguleer of om enige verstelling van die meganisme uit te voer nie. Geen ander werknemer mag dié werk doen nie.

(2) 'n Werkgewer mag nie toelaat dat 'n sakmasjien bedien word nie tensy dit onder toesig van 'n vakman-masjienbediener (houers) of 'n vakleerling in dié bedryf plaasvind.

(3) 'n Werkgewer mag nie toelaat dat 'n masjien van 'n klas genoem in paragraaf *(b)* van die woordomskrywing van „houer-assistent" in klousule 39 van hierdie Ooreenkoms, opgestel of bedien word nie, tensy dit onder toesig van 'n vakman-masjienbediener (houers) of 'n drukkerswerktuigkundige of 'n vakleerling in dié bedryf plaasvind nie.

(4) 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 stereos, supervise or operate printing machines used in the production of packaging, or operate a power-operated guillotine cutting machine.

(5) An employer shall not permit a journeyman machine minder (packaging) or an apprentice to that trade to supervise the operation of more than four machines of the types mentioned in subsections (2) and (4) of this section and paragraph *(b)* of the definition of packaging assistant in section 39. Similarly, an employer shall not permit a printers' mechanic or an apprentice to that trade to supervise the operation of more than four machines of the types mentioned in paragraph *(b)* of the definition of packaging assistant in section 39.

(6) All work in connection with printing on pressure sensitive adhesive tape shall be done by, or carried on under the supervision of, a journeyman machine minder (packaging), letterpress machine minder or printers' mechanic. No such journeyman shall be required or permitted to supervise or operate more than eight tape printing machines. Where less than eight tape printing machines are in use the journeyman may be employed part-time on other work: Provided that he is always on duty while the tape printing machines are being operated.

(7) An employer shall not require or permit a packaging assistant to be in attendance on more than four tape printing machines.

(8) An employer shall not require or permit a tape printer operator to be in attendance on more than one tape printing machine.

(9) A tape printer operator is eligible for promotion to the position of a packaging assistant and on promotion, shall be paid at not less than the rate prescribed for the 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.

(10) An employer who wishes to operate extruders (including extruder coaters) of plastic material on a continuous basis shall notify the Joint Board concerned, or the Standing Committee where no such Joint Board exists, of his intention to do so. The provisions of Governement 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 tubes not exceeding 304,8 mm wide or in webs not exceeding 533,4 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—

(a) that a journeyman is employed in the establishment;

(b) that 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

(c) 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—

"labourer" means an employee who is employed exclusively upon one or more of the following operations:

(a) Cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;

(b) loading or unloading vehicles;

(c) carrying, moving, stacking or unpacking goods;

(d) sorting packages or parcels;

(e) filling bottles or other containers for stock;

(f) affixing printed or ready addressed labels on to bottles, boxes, bales or other packages, stencilling and/or marking boxes, bales or other packages;

(4) Ondanks klousule 25 van hierdie Ooreenkoms mag 'n vakma masjienbediener (houers) of 'n vakleerling in dié bedryf ink pa buigsame stereo's maak of toesig hou oor drukmasjiene wat vir d vervaardiging van houers gebruik word, of hulle bedien, of kragvalmes bedien.

(5) 'n Werkgewer mag nie toelaat dat 'n vakman-masjienbedien (houers) of 'n vakleerling in dié bedryf toesig hou oor die bedi ning van meer as vier masjiene van die soorte genoem in subklo sules (2) en (4) van hierdie klousule en paragraaf *(b)* van d woordomskrywing van houerassistent in klousule 39 nie. So oo mag 'n werkgewer nie toelaat dat 'n drukkerswerktuigkundige of ' vakleerling in dié bedryf toesig hou oor die bediening van meer a vier masjiene van die soorte genoem in paragraaf *(b)* van di woordomskrywing van houerassistent in klousule 39 nie.

(6) Alle werk in verband met druk op drukgevoelige kleefban moet gedoen word deur of uitgevoer word onder toesig van ' vakman-masjienbediener (houers), hoogdrukmasjienbediener o drukkerswerktuigkundige. Geen sodanige vakman mag verplig o toegelaat word om toesig te hou oor meer as agt banddrukmasjien of om hulle te bedien nie. Waar minder as agt banddrukmasjien gebruik word, mag die vakman deeltyds op ander werk in dien wees: Met dien verstande dat hy altyd op diens is terwyl di banddrukmasjiene bedien word.

(7) 'n Werkgewer mag nie 'n houerassistent verplig of toelaat on meer as vier banddrukmasjiene te bedien nie.

(8) 'n Werkgewer mag nie 'n banddrukmasjienbediener verplig o toelaat om meer as een banddrukmasjien te bedien nie.

(9) 'n Banddrukmasjienbediener kom in aanmerking vir bevorde ring tot die betrekking van 'n houerassistent en by bevordering moe hy minstens die tarief betaal word wat vir die derde ses maand ondervinding in Tabel 23 van klousule 40 voorgeskryf word, ongeag sy werklike ondervinding in die Nywerheid. Daarna moet die loonta rief van so 'n werknemer verhoog word asof hy 18 maande onder vinding gehad het op die datum van sy bevordering tot die betrek king van houerassistent.

(10) 'n Werknemer wat uitstoters (insluitende uitstoter-bedekkers) van plastiekstowwe op 'n onderbroke proses wil gebruik, moet die betrokke Gesamentlike Raad, of die Staande Komitee waar daar geen Gesamentlike Raad bestaan nie, in kennis stel van sy voorneme om dit te doen. 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 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 kardoes- en sakhitte seëlmasjiene opstel en instel waar sodanige masjiene bedrukte of onbedrukte materiaal in buise van hoogstens 304,8 mm breed of in rolle met 'n breedte van hoogstens 533,4 mm moet ontvang. 'n Drukkershulp of leerlingdrukkershulp mag ook gewone sakmasjiene en sakmasjiene wat bedrukte rolle omskep, opstel, instel en bedien: Met dien verstande dat—

(a) 'n vakman in die inrigting werksaam is;

(b) as die gewone sakmasjien wel drukwerk doen, sodanige drukwerk beperk word tot die embleem wat vir die handels- of drukkersmerk van die inrigting gebruik word; en

(c) 'n drukkershulp of leerlingdrukkershulp toesig mag hou oor die bediening van hoogstens vier gewone sakmasjiene.

HOOFSTUK 7

SKERMDRUKAFDELING

42. WOORDOMSKRYWING

Tensy dit onbestaanbaar met die sinsverband is, beteken—

„arbeider" 'n werknemer wat uitsluitlik vir een of meer van ondergenoemde werksaamhede in diens is:

(a) Persele, voertuie, diere, gerei, masjinerie, implemente, gereedskap of ander artikels skoonmaak;

(b) voertuie laai of aflaai;

(c) goedere dra, verskuif, opstapel of uitpak;

(d) pakkette of pakkies sorteer;

(e) bottels of ander houers vir voorraad volmaak;

(f) gedrukte of klaar geadresseerde etikette aan bottels, kaste, bale of ander verpakkings heg, kaste, bale of ander verpakkings stensil en/of merk;

(g) packing goods, including the wrapping of printed matter into parcels for delivery, or opening or closing boxes, parcels, bales or other packages;
(h) making or maintaining fires or removing refuse or ashes;
(i) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
(j) assisting on delivery vans or vehicles;
(k) oiling or greasing vehicles, other than motor vehicles;
(l) making tea or similar beverages;
(m) preparing stock prior to screen printing or applying transfers or decals;
(n) racking, unracking or piling stock after processing;
(o) the total immersion of articles into paint by hand;
(p) sanding by hand;
(q) assisting in applying silk or other material to frames;
(r) stirring paint or pouring paint on to screens; or
(s) washing up screen printing frames or units;

"screen machine operator" means an employee who sets up and maintains the operation of a power-driven screen printing press and who holds a valid screen machine operator's card issued by the Trade Union or who is registered as such by a Joint Board or the Standing Committee;

"screen preparer" means an employee, who is employed upon the preparation of screens on screen process printing units, including screen printing machines, by applying any type of stencil or doing the necessary hand blocking or who places work in register on screen printing units (manual) or who is employed upon the operation of a cutawl, jig-saw, bandsaw, planing machine or circular saw, and who may, in addition, set up and lay stock on screen process units other than power-driven machines;

"screen printing cutterman" means an employee, who operates a power or manually-operated cutting machine in the Screen Printing Section;

"screen worker" means an employee who is employed upon one or more of the following operations:

Laying stock, lowering frame, pulling squeegee, raising frame, removing stock or repairing leaks in connection with the operation of screen process printing units, other than power-driven machines, cutting of stock and materials with shears or benchknife, including trimming, roller coater feeding or applying silk, nylon or other mesh fabric to frames;

"stencil cutter or maker" means an employee who is employed upon the preparation of stencils by cutting and/or by photographic methods.

43. WAGE RATES

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

TABLE 25

DAY WORK

Artists (Other than creative artists)

Area	1978	1979
	R	R
D to G	63,60	69,44
G	65,46	70,37
G to H	65,73	70,91
H	66,16	71,12

TABLE 26

DAY WORK

Foremen

Area	1978	1979
	R	R
D to G	44,41	48,37
G	45,50	48,91
G to H	46,42	50,76
H	47,92	51,51

(g) goedere verpak, met inbegrip van die toedraai van drukwerk in pakkette vir aflewering, of kaste, pakkette, bale of ander verpakkings oop- of toemaak;
(h) vuurmaak of vure aan die gang hou of afval of as verwyder;
(i) briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handvoertuig aflewer of vervoer;
(j) op afleweringswaens of voertuie help;
(k) voertuie olie of smeer, maar nie motorvoertuie nie;
(l) tee of dergelike dranke maak;
(m) voorrade gereedmaak voordat syskermwerk begin, of oordrukplaatjies of decals aansit:
(n) voorrade na bewerking daarvan op rakke pak, van rakke afhaal of opstapel;
(o) artikels geheel en al in verf met die hand indoop;
(p) met die hand skuur;
(q) help om sy aan rame of ander materiaal te span;
(r) verf roer of verf op skerms uitgiet; of
(s) skermdrukrame of -eenhede was;

„skermmasjienbediener" 'n werknemer wat 'n kragskermpers opstel en laat werk, wat in besit is van 'n geldige skermmasjienbedienerskaart wat deur die vakvereniging uitgereik is of wat as sodanig deur 'n Gesamentlike Raad of die Staande Komitee geregistreer is;

„skermbereider" 'n werknemer wat in diens is by die bereiding van skerms op syskermproseseenhede, met inbegrip van skermdrukmasjiene, deur enige soort stensil te gebruik of die nodige handblokwerk te doen of wat werk in register op skermeenhede (hand-) plaas, of wat 'n uitsny-els, uitsnysaag, bandsaag, skaafmasjien of sirkelsaag bedien, en wat daarbenewens velle berei en op skermproseseenhede, uitgesonderd kragmasjiene, kan oplê;

„skermdruksnyer" 'n werknemer wat 'n krag- of handsnymasjien in die Skermdrukafdeling bedien;

„skermwerker" 'n werknemer in diens op een of meer van ondergenoemde werksaamhede:

Velle inlê, raam laat sak, inkstryker trek, raam oplig, gedrukte velle verwyder of lekplekke heelmaak in verband met die werking van skermprosesdrukeenhede, uitgesonderd kragmasjiene, velle en materiaal met skêr of bankmes sny, met inbegrip van afwerking, rolbedekkers voer of sy, nylon of ander maasdoek aan rame aansit;

„stensilsnyer of -maker" 'n werknemer wat met die bereiding van stensils deur middel van sny- en/of fotografiese metodes werksaam is.

43. LOONTARIEWE

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

TABEL 25

DAGWERK

Kunstenaar (Uitgesonderd skeppende kunstenaars)

Gebied	1978	1979
	R	R
D tot G	63,60	69,44
G	65,46	70,37
G tot H	65,73	70,91
H	66,16	71,12

TABEL 26

DAGWERK

Voormanne

Gebied	1978	1979
	R	R
D tot G	44,41	48,37
G	45,50	48,91
G tot H	46,42	50,76
H	47,92	51,51

TABLE 27

DAY WORK

Screen Printing Cuttermen

All areas	1978	1979
	R	R
Employed on the operation of a cutting machine designed for operation by power	53,87	57,91
Employed on the operation of a cutting machine designed solely for manual operation	30,05	32,30

TABLE 28

DAY WORK

Screen Machine Operators

All areas	1978	1979
	R	R
Supervising or operating one machine	39,76	42,74
Supervising or operating two machines	51,01	54,84

TABLE 29

DAY WORK

Junior Artists (Other than creative artists)

	1978						
Area	1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	5th 6 months	6th 6 months	7th 6 months
	R	R	R	R	R	R	R
D to G	30,69	32,58	33,83	35,13	35,77	37,67	41,87
G	31,02	32,93	34,56	36,20	36,78	38,58	42,67
G to H	32,27	34,16	35,74	37,03	37,61	39,41	43,56
H	34,31	36,18	37,65	38,40	38,96	40,77	45,02

	1979						
Area	1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	5th 6 months	6th 6 months	7th 6 months
	R	R	R	R	R	R	R
D to G	33,18	35,22	36,79	38,38	39,03	41,01	45,47
G	33,35	35,40	37,15	38,92	39,54	41,47	45,87
G to H	35,86	37,88	39,52	40,59	41,21	43,15	47,67
H	36,88	38,89	40,47	41,28	41,88	43,83	48,40

TABLE 30

DAY WORK

Screen Preparers

	1978				
Area	1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	Thereafter
	R	R	R	R	R
D to G	30,63	32,58	33,83	35,13	35,77
G	31,02	32,93	34,56	36,20	36,78
G to H	32,27	34,16	35,74	37,03	37,50
H	34,31	36,18	37,65	38,40	38,67

	1979				
Area	1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	Thereafter
	R	R	R	R	R
D to G	33,16	35,22	36,79	38,38	39,03
G	33,35	35,40	37,15	38,92	39,54
G to H	35,86	37,88	39,52	40,59	40,99
H	36,88	38,89	40,47	41,28	41,57

TABEL 27

DAGWERK

Skermdruksnyers

Alle gebiede	1978	1979
	R	R
In diens vir die bediening van 'n snymasjien ontwerp vir krag-aandrywing	53,87	57,91
In diens vir die bediening van 'n snymasjien uitsluitlik ontwerp vir handaandrywing	30,05	32,30

TABEL 28

DAGWERK

Skermmasjienbedieners

Alle gebiede	1978	1979
	R	R
Toesighouer oor of bediener van een masjien	39,76	42,74
Toesighouer oor of bediener van twee masjiene	51,01	54,84

TABEL 29

DAGWERK

Junior Kunstenaars (Uitgesonderd skeppende kunstenaars)

	1978						
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Vyfde ses maande	Sesde ses maande	Sewende ses maande
	R	R	R	R	R	R	R
D tot G	30,69	32,58	33,83	35,13	35,77	37,67	41,87
G	31,02	32,93	34,56	36,20	36,78	38,58	42,67
G tot H	32,27	34,16	35,74	37,03	37,61	39,41	43,56
H	34,31	36,18	37,65	38,40	38,96	40,77	45,02

	1979						
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Vyfde ses maande	Sesde ses maande	Sewende ses maande
	R	R	R	R	R	R	R
D tot G	33,18	35,22	36,79	38,38	39,03	41,01	45,47
G	33,35	35,40	37,15	38,92	39,54	41,47	45,87
G tot H	35,86	37,88	39,52	40,59	41,21	43,15	47,67
H	36,88	38,89	40,47	41,28	41,88	43,83	48,40

TABEL 30

DAGWERK

Skermbereiders

	1978				
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Daarna
	R	R	R	R	R
D tot G	30,63	32,58	33,83	35,13	35,77
G	31,02	32,93	34,56	36,20	36,78
G tot H	32,27	34,16	35,74	37,03	37,50
H	34,31	36,18	37,65	38,40	38,67

	1979				
Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Daarna
	R	R	R	R	R
D tot G	33,16	35,22	36,79	38,38	39,03
G	33,35	35,40	37,15	38,92	39,54
G tot H	35,86	37,88	39,52	40,59	40,99
H	36,88	38,89	40,47	41,28	41,57

TABLE 31

DAY WORK

Stencil Cutters or Makers

1978

Area	1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	5th 6 months	6th & 7th 6 months	Thereafter
	R	R	R	R	R	R	R
D to G	29,34	30,63	32,58	33,83	35,13	35,77	42,04
G.....	29,65	31,02	32,93	34,56	36,20	36,78	43,00
G to H	30,82	32,27	34,16	35,74	37,03	37,61	43,80
H.....	32,73	34,31	36,18	37,65	38,40	38,96	45,11

1979

Area	1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	5th 6 months	6th & 7th 6 months	Thereafter
	R	R	R	R	R	R	R
D to G	31,71	33,16	35,22	36,79	38,38	39,03	45,75
G.....	31,87	33,35	35,40	37,15	38,92	39,54	46,23
G to H	34,23	35,86	37,88	39,52	40,59	41,21	47,83
H.....	35,18	36,88	38,89	40,47	41,28	41,88	48,49

TABLE 32

DAY WORK

Screen Printing Probationers

	1978 1st year	2nd year	1979 1st year	2nd year
	R	R	R	R
All areas	24,50	26,09	26,34	28,05

TABLE 33

DAY WORK

Screen Workers

All Areas	1978	1979
	R	R
During the first year of experience	26,22	28,19
During the second year of experience	26,54	28,53
During the third year of experience	27,62	29,69
Thereafter	28,26	30,38

A Screen Worker under the age of 18 years may be paid R0,84 per week less than the rates stated.

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

(3) An employee employed upon night work shall be paid at a rate not less than 15 per cent higher than the rate payable to him in terms of subsection (1) for day work.

44. SCREEN PRINTING PROBATIONERS

In order to determine the type of work upon which he can best be employed, a screen printing probationer paid at not less than the rates specified in Table 32 may, for a period not exceeding 24 months, be employed upon any class of work with the exception of the operation and supervision of power-driven screen process printing machines. The whole period of experience of such an employee in the Industry shall be taken into account when determining after 24 months' employment the minimum wage payable to him in terms of the relative scale applicable in view of the type of work upon which he is eventually employed.

45. WORKING RULES

(1) An employer shall not permit any person other than a screen machine operator to set up or supervise the operation of any power-driven screen process printing machine: Provided, however, that an artist or stencil cutter or maker may place work in register on any such machine.

(2) An employer shall not permit a screen machine operator to operate or supervise the operation of more than two power-driven

TABEL 31

DAGWERK

Stensilsnyers of -makers

1978

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Vyfde ses maande	Sesde en sewende ses maande	Daarna
	R	R	R	R	R	R	R
D tot G	29,34	30,63	32,58	33,83	35,13	35,77	42,04
G.....	29,65	31,02	32,93	34,56	36,20	36,78	43,00
G tot H	30,82	32,27	34,16	35,74	37,03	37,61	43,80
H.....	32,73	34,31	36,18	37,65	38,40	38,96	45,11

1979

Gebied	Eerste ses maande	Tweede ses maande	Derde ses maande	Vierde ses maande	Vyfde ses maande	Sesde en sewende ses maande	Daarna
	R	R	R	R	R	R	R
D tot G	31,71	33,16	35,22	36,79	38,38	39,03	45,75
G.....	31,87	33,35	35,40	37,15	38,92	39,54	46,23
G tot H	34,23	35,86	37,88	39,52	40,59	41,21	47,83
H.....	35,18	36,88	38,89	40,47	41,28	41,88	48,49

TABEL 32

DAGWERK

Skermdrukproefwerkers

	1978 Eerste jaar	Tweede jaar	1979 Eerste jaar	Tweede jaar
	R	R	R	R
Alle gebiede	24,50	26,09	26,34	28,05

TABEL 33

DAGWERK

Skermwerkers

Alle gebiede	1978	1979
	R	R
Gedurende eerste jaar ondervinding	26,22	28,19
Gedurende tweede jaar ondervinding	26,54	28,53
Gedurende derde jaar ondervinding	27,62	29,69
Daarna	28,26	30,38

'n Skermwerker onder die leeftyd van 18 jaar kan R0,84 per week minder as die tariewe hierbo gemeld, betaal word.

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

(3) 'n Werknemer wat nagdiens doen, moet 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. SKERMDRUKPROEFLEERLINGE

Ten einde vas te stel vir watter soort werk hy die beste sal deug, mag 'n skermdrukproefleerling wat minstens die tarief in Tabel 32 ontvang, vir hoogstens 24 maande gebruik word vir enige klas werk buiten die bediening van en toesig oor kragskermmasjiene. So 'n werknemer se hele tydperk van ondervinding in die Nywerheid moet in ag geneem word wanneer sy minimum loon bepaal word wat ná 24 maande diens aan hom betaalbaar is ingevolge die betrokke skaal wat van toepassing is met die oog op die soort werk waarop hy uiteindelik in diens sal wees.

45. WERKREGLEMENT

(1) 'n Werkgewer mag niemand anders as 'n skermmasjienbediener toelaat om 'n kragskermmasjien op te stel of daaroor toesig te hou nie: Met dien verstande egter dat 'n kunstenaar of stensilsnyer of -maker werk in register in enige sodanige masjien mag plaas.

(2) 'n Werkgewer mag nie 'n skermmasjienbediener toelaat om oor meer as twee kragskermmasjiene toesig te hou of hulle te bedien nie,

screen process printing machines and no such employee shall so supervise or operate more than two such machines.

(3) An employer shall not require or permit a screen machine operator to operate or supervise the operation of manual units while any machine required to be supervised or operated by him is in operation.

(4) When a screen machine operator is required to supervise the operation of two power-driven screen process printing machines, the feeding of any such machine or machines may be performed by an employee paid at not less than the rates applicable to screen preparers—Table 30.

(5) At least one screen worker, or other employee paid at a higher wage rate, shall be employed on each screen on which squeegee pulling is in operation. Where on a particular screen assistance is required for squeegee pulling, labourers paid at the rate prescribed for that class of employee may be employed in addition.

(6) Notwithstanding anything to the contrary contained in this Agreement, a screen printing cutterman, paid at not less than the rate prescribed in Table 27, may do whatever cutting is required in connection with printed matter produced by the screen printing process.

(7) An employer shall not require or permit a screen printing cutterman to do cutting required in connection with printed matter produced by any other method of printing or to operate a cutting machine for any purpose other than that stated in subsection (6) hereof.

CHAPTER 8

LABOURERS IN ALL SECTIONS OF THE INDUSTRY OTHER THAN THE DUPLICATING SECTION

46. SCOPE OF APPLICATION

The provisions of this Chapter shall be applicable in all the magisterial districts of the Republic of South Africa.

47. WAGE RATES

(1) No employer shall pay a labourer and no labourer shall accept wages at less than the following weekly rates:

	Day work	1978	1979
		R	R
(a)	Labourer employed in any section of the Industry, other than the Screen Printing and Duplicating Sections:		
	During the first year of experience ..	26,61	29,27
	During the second year of experience	27,79	30,57
	After two years' experience	28,97	31,87
(b)	Notwithstanding the provisions of paragraph *(a)* a labourer of the class mentioned in that paragraph, who is employed exclusively upon one or more of the operations mentioned in items *(cc)* to *(kk)*, inclusive, of the definition of that class of employee in section 2 of this Agreement, shall be paid at not less than the following weekly rates:		
	During the first year of experience ..	25,42	27,96
	During the second year of experience	26,61	29,27
	During the third year of experience .	27,79	30,57
	After three years' experience	28,97	31,87
(c)	Labourer employed in the Screen Printing Section:		
	During the first year of experience ..	25,42	27,96
	During the second year of experience	26,61	29,27
	During the third year of experience .	27,79	30,57
	After three years' experience	28,97	31,87
(d)	A labourer of a class mentioned in paragraph *(b)* or *(c)* who is under 18 years of age, may be paid at rates R2 per week less than the rates prescribed in those paragraphs.		
(e)	A labourer employed upon night work shall be paid at a rate not less than 15 per cent higher than the rate payable to him for day work.		

en geen sodanige werknemer mag meer as twee sulke masjiene bedien of oor hulle toesig hou nie.

(3) 'n Werkgewer mag nie 'n skermmasjienbediener verplig of toelaat om nie-kragaangedrewe eenhede te bedien of daaroor toesig te hou terwyl enige masjien aan die loop is wat deur hom bedien moet word of waaroor hy moet toesig hou nie.

(4) Wanneer 'n skermmasjienbediener toesig oor twee kragsy-skermdrukmasjiene moet hou, mag die masjien/masjiene gevoer word deur 'n werknemer wat minstens die loon ontvang wat vir skermbereiders voorgeskryf word—Tabel 30.

(5) Minstens een skermwerker, of ander werknemer wat teen 'n hoër loontarief betaal word, moet by elke skerm in diens wees waarop rollertrekwerk gedoen word. Waar hulp by 'n besondere skerm nodig is om die roller te trek, kan boonop van arbeiders gebruik gemaak word wat betaal word teen die tarief wat vir daardie klas werk voorgeskryf word.

(6) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 'n skermdruksnyer wat minstens die loon betaal word wat in Tabel 27 voorgeskryf word, enigiets doen in die vorm van snywerk wat nodig is in verband met bedrukte werk wat deur middel van die skermdrukmetode van drukwerk voortgebring word.

(7) 'n Werkgewer mag nie 'n skermdruksnyer verplig of toelaat om snywerk te verrig in verband met drukwerk voortgebring deur enige ander drukmetode of om 'n snymasjien te bedien vir enige ander doel as dié in subklousule (6) hiervan genoem nie.

HOOFSTUK 8

ARBEIDERS IN ALLE AFDELINGS VAN DIE NYWERHEID, UITGESONDERD DIE DUPLISEERAFDELING

46. TOEPASSINGSBESTEK

Hierdie Hoofstuk is in al die landdrosdistrikte van die Republiek van Suid-Afrika van toepassing.

47. LOONTARIEWE

(1) Geen werkgewer mag 'n arbeider 'n loon betaal wat minder is as onderstaande weeklikse tariewe nie en geen arbeider mag dit aanneem nie:

	Dagwerk	1978	1979
		R	R
(a)	Arbeider in diens in enige afdeling van die Nywerheid, uitgesonderd in die Skermdruk- en Dupliseerafdeling:		
	Gedurende die eerste jaar ondervinding	26,61	29,27
	Gedurende die tweede jaar ondervinding	27,79	30,57
	Na twee jaar ondervinding	28,97	31,87
(b)	Ondanks paragraaf *(a)*, moet 'n arbeider van die klas in daardie paragraaf genoem, wat uitsluitlik in diens is by een of meer van die werksaamhede genoem in items *(cc)* tot en met *(kk)* van die omskrywing van daardie klas werknemer in klousule 2 van hierdie Ooreenkoms, teen minstens ondergenoemde weeklikse tariewe besoldig word:		
	Gedurende die eerste jaar ondervinding	25,42	27,96
	Gedurende die tweede jaar ondervinding	26,61	29,27
	Gedurende die derde jaar ondervinding	27,79	30,57
	Na drie jaar ondervinding	28,97	31,87
(c)	Arbeider in diens in die Skermdrukafdeling:		
	Gedurende die eerste jaar ondervinding	25,42	27,96
	Gedurende die tweede jaar ondervinding	26,61	29,27
	Gedurende die derde jaar ondervinding	27,79	30,57
	Na drie jaar ondervinding	28,97	31,87
(d)	'n Arbeider van 'n klas in paragraaf *(b)* of *(c)* bedoel wat onder die ouderdom van 18 jaar is, kan betaal word teen 'n tarief wat R2 per week minder is as die lone in daardie paragrawe voorgeskryf.		
(e)	'n Arbeider in diens op nagwerk moet betaal word teen 'n tarief wat minstens 15 persent hoër is as die tarief wat vir dagwerk aan hom betaalbaar is.		

(2) Notwithstanding anything to the contrary contained in this Agreement, a labourer may be employed on driving a motor scooter, motorised tricycle, motorised bicycle or similar vehicle. No employer shall pay a labourer so employed, and no such employee shall accept, wages at less than the following weekly rates:

	1978	1979
	R	R
Where the engine is 50 cm³ or less—		
During the first year of experience ..	25,42	27,96
During the second year of experience	26,61	29,27
During the third year of experience .	27,79	30,57
After three years' experience	28,97	31,87
Where the engine is more than 50 cm³—		
During the first year of experience ..	26,61	29,27
During the second year of experience	27,79	30,57
After two years' experience	28,97	31,87

(3) When a labourer has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder may be made from his wages:
For board, per week: 30c.
For lodging, per week: 20c.
For board and lodging, per week: 50c.

(4) The minimum rate at which remuneration shall be paid by an employer to a casual labourer for each day of employment, shall be one-fifth of the weekly remuneration prescribed in accordance with the type of work done, for an adult labourer—factory or unskilled—in his first year of employment, and for a lesser period than one day at the rate of one forty-second or fortieth, as the case may be, of the said weekly wage for each hour or portion of an hour worked.

(5) For the purpose of ascertaining the hourly rate of remuneration of a labourer, the weekly remuneration payable to the employee concerned at the time, being not less than the minimum provided in this Agreement, shall be divided by the number of hours specified in section 48, and for the purpose of ascertaining the daily rate, such hourly rate shall be multiplied by the number of hours normally worked during the day affected.

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

(7) An employer shall not employ any person under the age of 15 years as a labourer.

48. HOURS OF WORK

(1) The ordinary hours of work of labourers shall be 40 hours per working week.

(2) An employer shall arrange the ordinary working hours of labourers in his establishment so as to provide for an afternoon off (excluding Sunday): Provided that in the case of afternoon newspaper establishments, when an afternoon off per week cannot be provided, equivalent time off, or one whole day per fortnight, may be substituted for one afternoon off per week: Provided further that the normal working hours, excluding meal times, on 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.

(3) 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) An employer who wishes to introduce double shifts in his factory shall give the Joint Board concerned, or the Standing Committee where no such Joint Board exists, not less than one week's notice of his intention to do so and may then arrange the

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms mag 'n arbeider in diens wees om 'n bromponie, motordriewiel, motortrapfiets of dergelike voertuig te bestuur. Geen werkgewer mag 'n arbeider wat aldus in diens is, laer weeklikse tariewe betaal nie en geen werknemer mag laer tariewe aanneem nie as ondergenoemde weeklikse tariewe:

	1978	1979
	R	R
Waar die enjin 50 cm³ of kleiner is—		
gedurende die eerste jaar ondervinding	25,42	27,96
gedurende die tweede jaar ondervinding	26,61	29,27
gedurende die derde jaar ondervinding	27,79	30,57
na drie jaar ondervinding	28,97	31,87
Waar die enjin groter as 50 cm³ is—		
gedurende die eerste jaar ondervinding	26,61	29,27
gedurende die tweede jaar ondervinding	27,79	30,57
na twee jaar ondervinding	28,97	31,87

(3) Ingeval 'n arbeider ingestem het om kos en/of inwoning van sy werkgewer aan te neem, mag hoogstens ondergenoemde bedrae van sy loon afgetrek word:
Vir kos, per week: 30c.
Vir inwoning, per week: 20c.
Vir kos en inwoning, per week: 50c.

(4) Die minimum tarief waarteen besoldiging deur 'n werkgewer aan 'n los arbeider betaal moet word vir elke dag diens, is een vyfde van die weeklikse besoldiging voorgeskryf, ooreenkomstig die soort werk gedoen, vir 'n volwasse arbeider—fabrieks- of ongeskoolde arbeider—in sy eerste jaar diens, en vir 'n korter tydperk as een dag, teen 'n tarief van een twee-en-veertigste of veertigste, na gelang van die geval, van genoemde weekloon vir elke uur of gedeelte van 'n uur gewerk.

(5) Ten einde die uurtarief van besoldiging van 'n arbeider vas te stel, moet die weeklikse besoldiging wat aan die betrokke werknemer op daardie tydstip betaalbaar is, wat minstens die minimum moet wees wat in hierdie Ooreenkoms voorgeskryf word, gedeel word deur die getal ure gespesifiseer in klousule 48, en ten einde die daaglikse tarief vas te stel, moet sodanige uurtarief vermenigvuldig word met die getal ure wat normaalweg gedurende die betrokke dag gewerk word.

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

(7) 'n Werkgewer mag niemand onder die ouderdom van 15 jaar as 'n arbeider in diens hê nie.

48. WERKURE

(1) Die gewone werkure van arbeiders moet 40 uur per werkweek wees.

(2) 'n Werkgewer moet die gewone werkure van arbeiders in sy inrigting so reël dat voorsiening gemaak word vir 'n namiddag vry (uitgesonderd Sondag): Met dien verstande dat in die geval van inrigtings vir middagkoerante waar nie voorsiening vir 'n vry namiddag gemaak kan word nie, gelyke tyd vry of een hele dag per 14 dae in plaas van een namiddag per week vry gegee kan word: Voorts met dien verstande dat die gewone werkure, uitgesonderd etenspouses, op enige dag hoogstens agt en 'n half moet wees, uitgesonderd in inrigtings waar die gewone week se werk in vyf dae voltooi word, en in dié geval moet die gewone dag se werk nie meer as nege uur wees nie.

(3) Daar kan van nagwerkers wat by koerante werksaam is, vereis word om, as deel van hul gereelde skof, op Sondagaande 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 Staande Komitee 'n werkuurrooster vir die betrokke werknemers goedkeur. Die gewone werkure, uitgesonderd maaltye, van nagwerkers op enige 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) 'n Werkgewer wat dubbelskofte in sy fabriek wil invoer, moet die betrokke Gesamentlike Raad, of die Staande Komitee waar daar nie so 'n Gesamentlike Raad bestaan nie, minstens een week vooraf kennis gee van sy voorneme om dit te doen en kan dan die werkure

hours of work of employees on such shifts to fall within the hours of 06h00 and 22h00 on five days in a week: Provided that—

(a) all work done on shifts which fall within the definition of "night work" in this Agreement shall be paid for at night rates;

(b) shift work as contemplated by this subsection shall in respect of female employees be entirely voluntary. No female employee shall be prejudiced in any way should she decline to work shift work;

(c) female employees on shift work shall be provided by their employer with transport should no suitable public transport be available; and that

(d) employees on shift work shall be given a meal break of half an hour instead of the one hour mentioned in subsection (5).

(5) An employer shall arrange the working hours on all days on which the working time exceeds five hours so as to allow for a break of at least one hour after five hours' continuous work: Provided that for this purpose work interrupted by breaks of less than one hour shall be deemed to be continuous.

(6) Subject to the provisions of subsection (4) no employer shall require or permit a female employee to work normal time between 18h00 and 06h00 or after 13h00 on more than five days in any calendar week. Under no circumstances, whether on normal time or overtime, may a female employee be required or permitted to work after 22h00.

(7) Labourers on maintenance whose duties require that they should work on Sundays may be authorised by an exemption certificate issued by the local Joint Board, or by the Standing Committee where no Joint Board exists, to work on Sundays at normal rates of pay, for a number of hours to be stipulated in such exemption certificate; and any hours worked on Sundays in excess of the hours so stipulated shall be paid for at the rates prescribed by section 49 of this Agreement.

(8) An employer who requires any of his regular labourers to work short time shall give such employees at least 12 hours' notice thereof. An employer shall pay to any such employee working short time not less than 24 hours' wages in any working week.

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

(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.

49. OVERTIME

(1) Subject to the restrictions on overtime imposed in subsections (2) and (3) hereof, all hours in excess of the hours prescribed in section 48 (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 *(d)* 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)* and *(d)* time worked by an employee on any day in excess of four hours beyond the normal hours of his shift shall be paid for at double time, but shall not be included in the total weekly hours for the purpose of calculating overtime payable in terms of paragraph *(a)*;

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

van werknemers op sodanige skofte so reël dat dit binne die ur 06h00 en 22h00 op vyf dae in 'n week val: Met dien verstande dat—

(a) daar vir alle werk wat verrig word op skofte wat binne di omskrywing van „nagwerk" in hierdie Ooreenkoms val, tee die nagtariewe betaal moet word;

(b) skofwerk soos in hierdie subklousule bedoel word, ten op sigte van vroulike werknemers heeltemal vrywillig moe wees en dat geen vroulike werknemer op enige manie benadeel mag word nie indien sy weier om skofwerk te verrig;

(c) vroulike werknemers wat skofwerk verrig, deur hul werkge wer van vervoer voorsien moet word indien geen geskikte openbare vervoer beskikbaar is nie; en dat

(d) daar aan werknemers wat skofwerk verrig, 'n etenspouse van 'n halfuur toegestaan moet word in plaas van die uur wat in subklousule (5) genoem word.

(5) 'n Werkgewer moet die werkure op alle dae waarop die werktyd langer as vyf uur is, so reël dat 'n pouse van minstens een uur na vyf uur ononderbroke werk toegestaan word: Met dien verstande dat, vir die toepassing hiervan, werk wat deur pouses van korter as een uur onderbreek word, geag word aaneenlopend te wees.

(6) Behoudens subklousule (4), mag geen werkgewer van 'n vroulike werknemer vereis of haar toelaat om haar gewone werk tussen 18h00 en 06h00 of na 13h00 op meer as vyf dae in 'n kalenderweek te verrig nie. Onder geen omstandighede mag daar van 'n vroulike werknemer vereis word of mag sy toegelaat word om haar gewone werk of oortydwerk na 22h00 te verrig nie.

(7) Arbeiders wat onderhoudswerk verrig en wie se dienste dit vereis dat hulle op Sondae moet werk kan by wyse van 'n vrystellingsertifikaat, uitgereik deur die plaaslike Gesamentlike Raad of deur die Staande Komitee, waar daar geen Gesamentlike Raad bestaan nie, gemagtig word om op Sondae teen hul gewone loon te werk vir 'n getal ure wat in sodanige vrystellingsertifikaat gemeld moet word; en vir alle ure wat daar op Sondae langer gewerk word as die ure aldus gemeld, moet die loon betaal word soos in klousule 49 van hierdie Ooreenkoms voorgeskryf.

(8) 'n Werkgewer wat van sy gereelde arbeiders vereis om korttyd te werk, moet sodanige werknemers minstens 12 uur vooraf kennis daarvan gee. 'n Werkgewer moet sodanige werknemer wat korttyd werk, minstens 24 uur se loon in 'n werkweek betaal.

(9) Werkgewers en werknemers mag nie toelaat dat daar minder as agt uur tussen die uitskeityd van een dag of nag se werk en die begintyd, vir dieselfde werknemer, van 'n daaropvolgende dag of nag se werk verloop nie. Die verrigting van werk wat deur 'n spesiale noodgeval genoodsaak word, word nie hierby verbied nie.

(10) Vir die toepassing van hierdie Ooreenkoms word die dag waarop 'n skof gewerk word, bepaal volgens die dag waarop sodanige skof begin word, en alle tyd wat op sodanige skof gewerk word, met inbegrip van alle tyd wat daar langer as die gewone ure van die skof gewerk word, word geag op dieselfde dag gewerk te gewees het.

49. OORTYD

(1) Behoudens die beperkings op oortyd wat in subklousules (2) en (3) hiervan opgelê word, moet alle ure wat gewerk word bo dié in klousule 48 (1) van hierdie Ooreenkoms voorgeskryf, beskou word as oortyd, en onderworpe aan die bepalings soos hieronder uiteengesit, moet werkgewers vir oortydwerk teen die volgende tariewe betaal 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 half maal die gewone loon; en vir verdere oortyd in die week gewerk, dubbel die gewone loon: Met dien verstande dat hierdie paragraaf gewysig mag word ingevolge paragraaf *(d)* van hierdie subklousule. Vir die doel om vas te stel watter oortydtarief ingevolge hierdie paragraaf van toepassing is, word tyd wat op die inrigting se vakansiehalfdag, 'n spesiale vakansie dag met volle betaling en op Sondag gewerk word, nie ingesluit nie;

(b) behoudens paragrawe *(c)* en *(d)* moet vir tyd wat 'n werknemer op 'n dag langer 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) (i) vir die tyd gewerk op 'n inrigting se vakansiehalfdag bo die gewone getal ure wat op daardie dag gewerk word, moet daar teen dubbel die gewone loon betaal word;

(ii) whenever an employee works on a Sunday, his employer shall either pay to the employee—

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

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

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

(iii) night workers engaged on newspapers shall be entitled to ordinary overtime rates only for overtime worked on Sundays: Provided, however, that—

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

(B) subject to the provisions of section 49 (1) *(a)* such employees shall not be entitled to double time for time worked before the normal starting time of any other shift; and

(C) such employees working a five-night week, who work on their day off other than that mentioned in proviso (A) of this subparagraph, shall be paid at the rates mentioned in section 49 (1) *(a)* for the first four hours worked and at double time for all further time worked on such day;

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

(e) in establishments where the weekly working hours prescribed in section 48 (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;

(f) for the purposes of this section each week shall stand on its own: Provided that time lost by an employee through illness or at the request of the employer shall not be required to be made up before overtime is calculated. Time lost by an employee through any other cause, shall first be made up before any overtime is calculated;

(g) for the purposes of this section, overtime rates shall be calculated in terms of section 47 (5) on the rate at which the employee is ordinarily paid.

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

(a) ten hours; or

(b) a number of hours (which may exceed 10) fixed by the local Joint Board or the Standing Committee where no Joint Board exists, by notice, in writing, to the employer specifying the employee, or class of employee, in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid.

(3) An employer shall not require or permit a female employee to work overtime—

(a) for more than two hours on any one day: Provided, however, that this provision shall not apply in respect of overtime

(ii) wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer 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) aan die werknemer ten opsigte van die totale tydperk wat op die Sondag gewerk is, besoldiging teen minstens een en 'n derde maal sy gewone loon betaal en hom binne 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 werkure vir daardie dag van die week gewerk het;

(iii) nagwerkers in diens by koerante is alleen vir oortyd op Sondag gewerk, op die gewone oortydtariewe geregtig: Met dien verstande egter dat—

(A) vir alle tyd deur sulke werknemers gewerk vanaf die voltooiing van hul Vrydagskof—gewone tyd en oortyd—tot die gewone aanvangstyd van hul Sondagskof, teen dubbel die gewone loon betaal moet word;

(B) behoudens klousule 49 (1) *(a)*, hierdie werknemers nie geregtig is op dubbel die gewone loon vir tyd gewerk voor die gewone aanvangstyd van enige ander skof nie; en

(C) sodanige werknemers wat 'n werkweek van vyf nagte het en wat werk op hul diensvrye dag, behalwe dié genoem in voorbehoudsbepaling (A) van hierdie subparagraaf, betaal moet word teen die tariewe genoem in klousule 49 (1) *(a)* vir die eerste vier uur gewerk en teen dubbel die gewone loon vir alle verdere tyd op sodanige dag gewerk;

(d) in gevalle waar die vaste werknemerpersoneel op Saterdag of Sondag werk in verband met die druk van laat Saterdagaand- en Sondagkoerante, moet die ekstra oortydtariewe 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 die Staande Komitee. 'n Eksemplaar van enige sodanige ooreenkoms moet vir registrasie by die Staande Komitee ingedien word;

(e) in inrigtings waar die weeklikse werkure, voorgeskryf by klousule 48 (1) van hierdie Ooreenkoms, in vyf dae (nl. van Maandag tot en met Vrydag) voltooi word, moet vir tyd op Saterdae tot 12h00 gewerk, ooreenkomstig paragrawe *(a)* en *(b)* van hierdie subklousule betaal word, en ná 12h00 teen dubbel die gewone loon;

(f) vir die toepassing van hierdie klousule word elke week afsonderlik beskou: Met dien verstande dat tyd wat 'n werknemer verloor weens siekte of op versoek van die werkgewer, nie ingehaal hoef te word voordat oortyd bereken word nie. Tyd wat deur 'n werknemer om enige ander rede verloor word, moet eers ingehaal word voordat enige oortyd bereken word;

(g) vir die toepassing van hierdie klousule word oortydtariewe bereken ooreenkomstig klousule 47 (5) volgens die tarief waarteen die werknemer gewoonlik betaal word.

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

(a) tien uur; of

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

(3) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om soos volg oortyd te werk nie:

(a) Langer as twee uur op 'n dag: Met dien verstande egter dat hierdie bepaling nie van toepassing is nie op oortyd gewerk

worked on Saturday mornings in establishments where a five-day week is in operation;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after the completion of her daily working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before 12h00; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of 30c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

50. LEAVE

(1) Every employer shall grant to every labourer in his employ in respect of each period of 12 months' employment by him, and not later than two months after the termination of the said period [except as provided in subsections (8) and (9) of this section], leave of absence on full pay of not less than three weeks: Provided that—

(a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is on paid sick leave or, except at the written request of the employee, when he is required to undergo service under the Defence Act; and

(b) 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 to a labourer 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 to a labourer—

(a) his full pay in respect of any period of leave which has accrued to him but was not granted before the date of termination of employment;

(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 labourer—

(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 subparagraph (ii) fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 35 days;

(ii) a labourer whose employer is required in terms of any regulation under the Bantu 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 subparagraph (i);

op Saterdagoggende in inrigtings met 'n werkweek van vy dae;

(b) op meer as drie opeenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) na beëindiging van haar daaglikse werkure, langer as ee uur op 'n dag, tensy hy—

(i) dié werknemer vóór 12h00 daarvan in kennis geste het; of

(ii) aan dié werknemer 'n toereikende ete verskaf he voordat sy met oortyd moet begin; of

(iii) dié werknemer betyds 'n toelae van 30c betaal het or haar in staat te stel om 'n ete te nuttig voordat sy me oortydwerk begin.

50. VERLOF

(1) Elke werkgewer moet aan elke arbeider 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 bepaal in subklousules (8) en (9) van hierdie klousule], verlof met volle betaling van minstens drie weke toestaan: Met dien verstande dat—

(a) die tydperk van die verlof nie mag saamval nie met enige tydperk waarin die werknemer onder diensopsegging staan, met siekteverlof is of, behalwe op die skriftelike versoek van die werknemer, wanneer hy verplig word om diens kragtens die Verdedigingswet te ondergaan; en

(b) as enige openbare vakansiedag wat in subklousule (10) hiervan genoem word, binne die tydperk van dié verlof val, dié vakansiedag by genoemde tydperk as 'n verdere verloftydperk met volle betaling gevoeg moet word.

(2) Die werkgewer moet aan 'n arbeider aan wie verlof ingevolge subklousule (1) hiervan toegestaan word, sy loon voor of op die laaste werkdag vóór die aanvang van genoemde tydperk betaal. Ingeval betaling per tjek plaasvind, moet geriewe aan die betrokke werknemer gegee word om hom in staat te stel om die tjek te wissel op die laaste werkdag voordat hy met verlof gaan.

(3) By diensbeëindiging moet die werkgewer 'n arbeider soos volg betaal—

(a) Sy volle loon ten opsigte van enige tydperk van verlof wat vir hom opgehoop het maar nie voor die datum van diensbeëindiging aan hom toegestaan is nie;

(b) drie nege-en-veertigstes van 'n week se loon ten opsigte van elke week diens by die werkgewer nadat hy laas op verlof geregtig geword het ingevolge subklousule (1) hiervan, of, in die geval van 'n werknemer wat minder as 12 maande in diens was, vir elke week diens by die werkgewer. 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 opgeloop het. Vir gedeeltes van weke moet na verhouding betaal word.

(4) Enige tydperk waarin 'n arbeider—

(a) met verlof is ingevolge subklousule (1) hiervan; of

(b) van die werk afwesig is op las of op versoek van sy werkgewer;

(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 enige tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae, as die werknemer, wat nie 'n werknemer is soos by subparagraaf (ii) bedoel nie, versuim, nadat hy deur die werkgewer om so 'n sertifikaat versoek is, om aan die werkgewer 'n sertifikaat van 'n mediese praktisyn voor te lê wat verklaar dat hy deur siekte verhinder was om sy werk te doen of ten opsigte van daardie gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 35 dae is;

(ii) daar nie van 'n arbeider, wie se werkgewer kragtens enige regulasie ingevolge die Wet op Bantoe-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 enige tydperk van afwesigheid in subparagraaf (i) genoem, voor te lê nie;

(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 labourer 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) 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 labourer entered the employer's service; or

(b) the first day of September 1941, whichever is the later.

(8) In the municipal area of Cape Town an employer may arrange for his labourers to take their annual leave in the form of one week between Christmas and New Year and the balance in ordinary or statutory holidays to make up the full number of days' leave of absence provided in 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 labourer in terms of subsection (1) hereof: Provided that in the event of such accumulation of such leave the money due to the employee for each 12 months' leave shall be deposited by the employer with an officer of the Council to be designated in the exemption certificate, to be held in trust for such employee until he takes the holiday leave due to him, when it shall be paid to him prior to his proceeding on leave.

(10) *(a)* If a labourer is in the employ of his employer the day prior to and also subsequent to the special holiday mentioned and does not work on New Year's day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week: 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 to or subsequent to the special holiday the employee shall, subject to the approval of the Joint Board concerned or the Standing Committee where no Joint Board exists, forfeit his right to be paid for such holiday.

(b) Whenever a labourer works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

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

(12) An employer shall pay to every labourer, other than a labourer in the Screen Printing Section, who has had two years' or more experience in the Industry a holiday bonus at the time when the leave pay due to that employee is paid to him. The holiday bonus shall accrue at the rate of R1,50 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) hereof, except that the holiday bonus shall not accrue for any period during which a labourer is absent on leave. In the case of a labourer who completes two years' experience in the Industry during a particular year, the bonus for that year shall accrue only from the date on which he completes, or completed, his two years' experience.

(iii) die tydperk van militêre diens wat vir die doeleindes van paragraaf *(e)* as diens geag word, nie 'n totale tydperk van vier maande gedurende enige kalenderjaar te bowe gaan nie.

(5) Enige bedrag wat aan 'n arbeider kragtens subklousule (2) of (3) hiervan betaal word, moet bereken word teen die loontarief wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval.

(6) In hierdie klousule omvat die uitdrukking ,,werkgewer''—

(a) in die geval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en

(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 likwideerder of die nuwe eienaar van die besigheid;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwideerder of nuwe eienaar voortgaan om daardie werknemer in diens te hê.

(7) Vir die toepassing van hierdie klousule word diens geag te begin op—

(a) die datum waarop die arbeider 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 reëlings tref dat sy arbeiders 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 geniet waarvoor voorsiening in subklousule (1) hiervan gemaak word.

(9) Behoudens subklousule (8) hiervan mag die Staande Komitee 'n vrystellingsertifikaat uitreik wat die ophoping magtig van verlof wat ingevolge subklousule (1) hiervan aan 'n arbeider 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 beampte 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 arbeider in diens van sy werkgewer is op die dag vóór en ook ná die spesiale vakansiedae genoem, en nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, moet sy werkgewer hom ten opsigte van sodanige dag betaal teen 'n tarief van minstens sy gewone loontarief asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het: Met dien verstande dat as 'n werknemer van sy werk afwesig is sonder die toestemming van sy werkgewer of sonder om 'n aanvaarbare mediese sertifikaat op die volle of 'n gedeelte van die werkdag onmiddellik voor of na die spesiale vakansiedag voor te lê, die werknemer, behoudens die goedkeuring van die betrokke Gesamentlike Raad, of die Staande Komitee as daar geen Gesamentlike Raad is nie, sy reg om vir sodanige vakansiedag betaal te word, verbeur.

(b) Wanneer 'n arbeider op Nuwerjaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moét 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 aldus gewerk het nie.

(11) 'n Werkgewer wat voornemens is om enige aftrekking van die tydperk van jaarlikse verlof te doen wat gewoonlik toegestaan word of ten opsigte van 'n spesiale vakansiedag, moet volle besonderhede van die saak voorlê aan die Staande Komitee deur tussenkoms van die Gesamentlike Raad vir die betrokke gebied, as daar een is.

(12) 'n Werkgewer moet aan elke arbeider, uitgesonderd 'n arbeider in die Skermdrukafdeling, wat twee jaar 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 oploop teen 'n koers van R1,50 per week vir elke week diens by die besondere werkgewer. Vir die toepassing van hierdie subklousule moet aan ,,diens'' die betekenis geheg word wat daaraan by subklousule (4) hiervan gegee word, behalwe dat die vakansiebonus nie mag oploop vir enige tydperk waarin 'n arbeider met verlof afwesig is nie. In die geval van 'n arbeider wat gedurende 'n bepaalde jaar twee jaar ondervinding in die Nywerheid gehad het, moet die bonus vir daardie jaar oploop slegs vanaf die datum waarop hy sy twee jaar ondervinding voltooi of voltooi het.

CHAPTER 9

DUPLICATING SECTION

51. SCOPE OF APPLICATION

The provisions of this Chapter shall apply only in respect of those employees employed in the Duplicating section for whom wage rates are prescribed in section 53: Provided, however, that, with the exception of 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.

52. DEFINITIONS

For the purposes of this Chapter, unless inconsistent with the context—

"duplicator operator" means an employee who operates a duplicating machine and who may, in addition, operate an electronic stencil making machine;

"duplicating paper cutterman" means an employee employed upon the cutting of duplicating paper to standard sizes for resale, or for use in the business of the employee's employer, by means of a power or manually operated cutting machine;

"experience" means the period of employment in connection with duplicating as defined, calculated without making any adjustment in respect of any short time, part-time or overtime worked during such employment, but excluding employment as a general worker;

"general worker" means an employee who is engaged in any one or more of the following capacities, duties or operations:

(a) Affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;

(b) affixing printed or ready addressed labels on to bottles, bales, boxes or other packages;

(c) assembling boxes from shooks by hand;

(d) assisting on delivery vehicles;

(e) carrying, moving or stacking goods, or unpacking goods;

(f) changing wheels or repairing punctures;

(g) cleaning premises or vehicles, furniture, utensils, filter presses, machinery, implements, tools or other articles on his employer's premises;

(h) collecting cash in the case of C.O.D. sales, or accepting written orders;

(i) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;

(j) feeding or taking off from automatic or semi-automatic machines, moving belt or platform;

(k) folding or enveloping mail;

(l) guarding movable property during the business hours of an establishment;

(m) loading or unloading vehicles;

(n) making or maintaining fires or removing refuse or ashes;

(o) making tea or similar beverages for, or serving tea or similar beverages to, employees or his employer or guests, or cooking rations;

(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;

HOOFSTUK 9

DUPLISEERAFDELING

51. TOEPASSINGSBESTEK

Hierdie Hoofstuk is slegs van toepassing ten opsigte van daardie werknemers in diens in die Dupliseerafdeling vir wie loontariewe in klousule 53 voorgeskryf word: Met dien verstande egter dat, met uitsondering van algemene werkers, werknemers wie se werkproduk 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.

52. 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;

„dupliseerpapiersnyer" '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 uigesonderd diens as 'n algemene werker;

„algemene werker" 'n werknemer wat in diens is in een of meer van ondergenoemde hoedanighede, pligte of werksaamhede:

(a) Posseëls op briewe, pakkette of ander artikels plak wat gepos moet word, of 'n handfrankeermasjien bedien;

(b) gedrukte of klaar geadresseerde etikette aan bottels, bale, kaste of ander verpakkings heg;

(c) kaste van duie met die hand aanmekaar sit;

(d) op afleweringsvoertuie help;

(e) goedere dra, verskuif of opstapel of goedere uitpak;

(f) wiele omruil of lekke heelmaak;

(g) persele of voertuie, meubels, gerei, filterperse, masjinerie, implemente, gereedskap of ander artikels op sy werkgewer se perseel skoonmaak;

(h) kontant in die geval van K.B.A.-verkope invorder of skriftelike bestellings aanneem;

(i) briewe, boodskappe of goerdere 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 koeverte 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 dranke maak of tee of dergelike dranke opdien aan werknemers of sy werkgewer of gaste, of rantsoene gaarmaak;

(p) bale, blikke, kaste of ander verpakkings met die hand merk, brandmerk of sjabloneer;

(q) kaste met die hand aanmekaar spyker of kaste of kratte heelmaak;

(r) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;

(s) deure of vensters of bale, kaste of ander verpakkings oopmaak of toemaak;

(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) strapping or wiring boxes;
(x) using rubber or other stamps, involving no discretion;
(y) washing overalls, uniforms or protective clothing;
(z) gathering or stapling of duplicated matter.

53. WAGES

(1) No employer shall pay and no employee shall accept wages at rates lower than the following:

(a) Duplicating paper cuttermen:

	All areas per week	
	1978	1979
	R	R
Employed on the operation of a cutting machine designed for operation by power	55,95	60,15
Employed on the operation of a cutting machine designed solely for manual operation	29,11	31,29

(b) Typists and stencil cutters:

In all areas—experience in the Industry	1978 Per week	1979 Per week
	R	R
First year	44,34	47,67
Second year	50,66	54,46
Third year	56,99	61,26
Thereafter	63,34	68,09

(c) Duplicator operators:

In the Magisterial Districts of Bellville, The Cape, Goodwood, Kuils River, Johannesburg, Randburg, Simonstown and Wynberg:

1978

Experience in the Industry	Males		Females	
	Per week	Per month	Per week	Per month
	R	R	R	R
First year	20,47	88,70	16,89	73,21
Second year	25,99	112,63	20,47	88,70
Thereafter	31,20	135,18	22,21	96,26

1979

Experience in the Industry	Males		Females	
	Per week	Per month	Per week	Per month
	R	R	R	R
First year	22,01	95,35	18,16	78,70
Second year	27,94	121,08	22,01	95,35
Thereafter	33,54	145,32	23,88	103,48

In all other areas:

1978

Experience in the Industry	Males		Females	
	Per week	Per month	Per week	Per month
	R	R	R	R
First year	16,89	73,21	15,21	65,94
Second year	20,47	88,70	16,89	73,21
Thereafter	24,17	104,67	18,66	80,84

1979

Experience in the Industry	Males		Females	
	Per week	Per month	Per week	Per month
	R	R	R	R
First year	18,16	78,70	16,35	70,89
Second year	22,01	95,35	18,16	78,70
Thereafter	25,98	112,52	20,06	86,90

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.

(w) bande of draad om kaste sit;
(x) rubber- of ander stempels gebruik wat geen onderskeidingsvermoë verg nie;
(y) oorklere, uniforms of beskermende klere was;
(z) gedupliseerde werk bymekaarmaak of vaskram;

53. LONE

(1) Geen werkgewer mag laer loontariewe as ondergenoemde betaal en geen werknemer mag laer loontariewe aanneem nie:

(a) Dupliseerpapiersnyers:

	Alle gebiede per week	
	1978	1979
	R	R
Werksaam op 'n snymasjien wat ontwerp is vir kragaandrywing	55,95	60,15
Werksaam op 'n snymasjien wat uitsluitlik vir handaandrywing ontwerp is	29,11	31,29

(b) Tiksters en stensilsnyers:

In alle gebiede—ondervinding in die Nywerheid	1978 Per week	1979 Per week
	R	R
Eerste jaar	44,34	47,67
Tweedejaar	50,66	54,46
Derde jaar	56,99	61,26
Daarna	63,34	68,09

(c) Dupliseermasjienbedieners:

In die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Johannesburg, Randburg, Simonstad en Wynberg:

1978

Ondervinding in die Nywerheid	Mans		Vroue	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Eerste jaar	20,47	88,70	16,89	73,21
Tweede jaar	25,99	112,63	20,47	88,70
Daarna	31,20	135,18	22,21	96,26

1979

Ondervinding in die Nywerheid	Mans		Vroue	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Eerste jaar	22,01	95,35	18,16	78,70
Tweede jaar	27,94	121,08	22,01	95,35
Daarna	33,54	145,32	23,88	103,48

In alle ander gebiede:

1978

Ondervinding in die Nywerheid	Mans		Vroue	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Eerste jaar	16,89	73,21	15,21	65,94
Tweede jaar	20,47	88,70	16,89	73,21
Daarna	24,17	104,67	18,66	80,84

1979

Ondervinding in die Nywerheid	Mans		Vroue	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Eerste jaar	18,16	78,70	16,35	70,89
Tweede jaar	22,01	95,35	18,16	78,70
Daarna	25,98	112,52	20,06	86,90

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 werkgewer in diens is nie.

(d) General workers:

	1978		1979	
	Under 18 years	18 years of age or over	Under 18 years	18 years of age or over
	R	R	R	R
In the Magisterial Districts of Bellville, the Cape, Goodwood, Kuils River, Johannesburg, Randburg, Simonstown and Wynberg	17,91	21,68	19,70	23,85
In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Pietermaritzburg, Pinetown and Welkom	16,32	19,49	17,95	21,44
In the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Hankey, Heidelberg (Tvl), Kempton Park, Kirkwood, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Uitenhage, Vanderbijlpark, Vereeniging and Westonaria	17,08	20,58	18,79	22,64

(d) Algemene werkers:

	1978		1979	
	Onder 18 jaar	18 jaar of ouer	Onder 18 jaar	18 jaar of ouer
	R	R	R	R
In die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Johannesburg, Randburg, Simonstad en Wynberg	17,91	21,68	19,70	23,85
In die landdrosdistrikte Bloemfontein, Oos-Londen, Kimberley, Klerksdorp, Pietermaritzburg, Pinetown en Welkom	16,32	19,49	17,95	21,44
In die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Hankey, Heidelberg (Tvl.), Kempton Park, Kirkwood, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Uitenhage, Vanderbijlpark, Vereeniging en Westonaria	17,08	20,58	18,79	22,64

(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 mentioned 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 mentioned 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.

(5) An employer shall not require or permit a duplicating paper cutterman to cut or trim printed (as opposed to duplicated) matter or operate a cutting machine for any purpose other than that mentioned in the definition of that class of employee in section 52 of this Agreement.

(6) An employer shall require every employee who does the work of a duplicating paper cutterman to submit on each day when such work is done, and such employees shall so submit to their employer, time sheets, which shall be furnished by the employer showing the time spent on the work of a duplicating paper cutterman.

(7) An employer shall pay an employee who performs work usually performed by another class of employee for which wages are prescribed 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.

54. PIECE-WORK

The giving out by employers and the performance by employees of piece-work and task work is prohibited.

(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 die gewone ure van 'n volle dag te bowe gaan, 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 werkgewer 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 Werkgewer moet een werknemer teen die hoogste tarief wat in subklousule (1) *(b)* van hierdie klousule voorgeskryf word, in diens hê voordat hy enige ander werknemers van die klasse in daardie subklousule genoem, in diens neem teen 'n laer tarief en moet minstens 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) genoem, 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 lewenskostetoelae in.

(5) 'n Werkgewer mag nie van 'n dupliseerpapiersnyer vereis of hom toelaat om gedrukte (in teenstelling met gedupliseerde) werk te sny of af te werk nie of om 'n snymasjien te bedien vir enige ander doel as dié in die woordomskrywing van daardie klas werknemers in klousule 52 van hierdie Ooreenkoms genoem 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 moet dit by hul werkgewer indien, en op dié tydstate moet die tyd aangetoon word wat aan die werk van 'n dupliseerpapiersnyer bestee is.

(7) 'n Werkgewer moet aan 'n werknemer wat werk doen wat gewoonlik verrig word deur 'n ander klas werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word wat hoër is as die loon wat sodanige vorige werknemer gewoonlik ontvang, die hoër loontarief betaal vir die hele dag waarop sodanige werk verrig word.

54. STUKWERK

Die uitbesteding deur werkgewers en die verrigting deur werknemers van stukwerk en taakwerk word verbied.

55. PAYMENT OF EARNINGS AND TERMINATION OF EMPLOYMENT

(1) Wages and payment for overtime shall be paid weekly in full the rates prescribed, but not later than 12h00 on the Saturday llowing the close of the working week of the establishment ncerned. Where the working week closes on a Saturday, payment all be made by 12h00 on that day. Casual employees whose gagement terminates before the customary pay-day shall be paid eir earnings immediately at the termination of their engagement.

(2) Where it is the practice in an establishment to pay particular nployees monthly, such employees shall be paid their wages and l overtime due monthly instead of weekly as indicated in subsec-on (1) hereof, and in that event monthly employees shall be paid ot later than 12h00 on the last working day in the month of the stablishment concerned.

(3) All wages and overtime shall be paid in cash.

(4) A weekly employee or his employer shall give not less than ne week's notice and a monthly employee or his employer shall ive not less than two weeks' notice to terminate the contract of mployment: Provided that this shall not affect the right of an mployee or an employer to terminate the contract of employment vithout notice for any cause recognised by law as sufficient, or any greement between an employee and employer which provides for a eriod 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.

56. HOURS OF WORK

(1) The ordinary hours of work of any employee shall not exceed 45 hours in any one week and in ascertaining such hours of work, intervals during which meals are taken shall be excluded.

(2) Daily hours of work shall not exceed eight and one-sixth hours, excluding, however, periods during which meals are taken, and in the case of the establishment's half-holiday, the hours of work shall not exceed five hours on such half-holiday.

(3) An employer shall arrange the weekly working hours in his establishment so as to allow employees to have one afternoon off per week (other than Sunday).

(4) Employers and employees shall not permit less than eight hours to elapse between the finish of one day'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.

57. OVERTIME

(1) Overtime shall be restricted as much as possible and all hours in excess of 12 hours' overtime in any one month or 30 hours' overtime in any year shall not be permitted by an employer nor undertaken by an employee without the consent of the Council. All overtime shall be payable at the rate of one and a third times the remuneration prescribed in terms of section 53 for the employee.

(2) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday; or

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

(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 53.

58. 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

55. BETALING VAN VERDIENSTE EN DIENSBEËINDIGING

(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 oortydlone 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 oortydlone 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 sonder kennisgewing te beëindig om enige regsgeldige rede nie, of enige ooreenkoms tussen 'n werknemer en werkgewer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en, na gelang van die geval, vir langer as een week of twee weke. Kennisgewing mag nie met jaarlikse verlof of enige 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.

56. WERKURE

(1) Die gewone werkure van enige werknemer moet hoogstens 45 uur in 'n week wees en by die vasstelling van sodanige werkure is pouses waarin maaltye genuttig word, uitgesluit.

(2) Daaglikse werkure is hoogstens agt en een sesde uur, met uitsondering egter van tydperke waarin maaltye genuttig word, en in die geval van die inrigting se vakansiehalfdag mag die werkure nie meer as vyf uur op die vakansiehalfdag wees nie.

(3) 'n Werkgewer moet die weeklikse werkure in sy inrigting so reël dat dit werknemers in staat stel om een namiddag per week (uitgesonderd Sondag) vry te hê.

(4) Werkgewers en werknemers mag nie toelaat dat minder as agt uur verloop tussen die voltooiing van een dag of nag se werk en die aanvang van 'n ander deur dieselfde werknemer nie en geen tydperk van ononderbroke werk mag langer as vyf uur sonder 'n rustyd van minstens een uur duur nie.

57. 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 53 voorgeskryf word.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom òf—

(a) minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; òf

(b) besoldiging betaal teen 'n tarief van minstens een en eenderde 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) Vir alle tyd wat op die inrigting se gewone vakansiehalfdag en op wetlike openbare vakansiedae gewerk word, moet betaal word teen dubbel die gewone loontarief wat in klousule 53 voorgeskryf word.

58. VERLOF

(1) 'n Werknemer moet alle wetlike vakansiedae toegestaan word en daarbenewens is hy geregtig op en moet hy drie agtereenvolgende weke verlof toegestaan word vir elke jaar diens by dieselfde werkgewer 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 werkgewer en die werknemer ooreenkom en die Raad toestemming verleen, dié verlof

and the consent of the Council is obtained, such leave need not be consecutive: Provided, further, that—

(a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is on paid sick leave or, except at the written consent of the employee, when he is required to undergo service under the Defence Act; and

(b) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence with pay.

(2) The leave to which an employee is entitled in terms of 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 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 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) undergoes 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, and an employee shalll 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, during each year of employment: Provided however, that after an absence of two days, or more, a suitable medical certificate shall be submitted by the employee to his employer.

59. CERTIFICATES OF EMPLOYMENT

An employer shall issue a certificate of employment free of charge to each employee whose wages are based on the length of his experience, at the time when he leaves such employer's service, and forward a copy of such certificate to the Honorary Secretary of the Joint Board concerned or the Standing Committee where no Joint Board has jurisdiction. The certificate shall show the employee's name in full, address, occupation and rate of wages paid, together with the dates of his entering and leaving the service of the employer.

60. CONTRIBUTIONS

(1) Every employer shall contribute to the General Fund of the Council 4c per week for each employee employed by him for whom wages are prescribed in section 53 (1) *(a)*, *(b)* or *(c)*.

nie opeenvolgend hoef te wees nie: Voorts met dien verstande dat—

(a) dié verlof nie mag saamval nie met enige tydperk waart dens die werknemer 'n diensopseggingstermyn uitdien, m siekteverlof met betaling is of, behalwe met die skrifteli toestemming van die werknemer, wanneer hy verplig wo om diens kragtens die Verdedigingswet te ondergaan; en

(b) as 'n openbare vakansiedag binne die verloftydperk val, d vakansiedag by genoemde tydperk gevoeg moet word as verdere tydperk van verlof met betaling.

(2) Die verlof waarop 'n werknemer ingevolge subklousule (geregtig is, moet toegestaan word op 'n tydstip wat deur d werkgewer vasgestel word: Met dien verstande dat as die verlof ni eerder toegestaan is nie, dit binne twee maande na voltooiing van di betrokke diensjaar toegestaan moet word.

(3) 'n Werknemer wie se dienskontrak by dieselfde werkgewe eindig—

(a) in die eerste diensjaar by dieselfde werkgewer ná voltooiin van een maand diens maar voor voltooiing van dié jaar; en

(b) in 'n daaropvolgende diensjaar by dieselfde werkgewe vóór voltooiing van dié jaar;

moet by dié beëindiging ten opsigte van elke voltooide maan diens 'n bedrag betaal word van minstens die weekloon wat di werknemer onmiddellik voor die datum van die beëindiging ontvan het, gedeel deur vier.

(4) 'n Werknemer wat ingevolge subklousule (1) op verlof gereg tig geword het en wie se diens eindig voordat die verlof toegestaar is, moet, by dié beëindiging, ten opsigte van elke week daarvan 'r bedrag betaal word van minstens die weekloon wat die werkneme onmiddellik voor die datum van die beëindiging ontvang het.

(5) Vir die toepassing van hierdie klousule is by die uitdrukking ,,dieselfde werkgewer'' inbegrepe—

(a) in geval van die afsterwe van 'n werkgewer, die wettige verteenwoordiger, erfgenaam, legataris, opvolger of eksekuteur van die boedel van daardie werkgewer;

(b) in geval van bankrotskap, likwidasie of die verkoop van die besigheid, die trustee, likwideerder of koper van die besigheid;

vir die tydperk waarin die verteenwoordiger, erfgenaam, legataris, opvolger, eksekuteur, trustee, likwideerder 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 enige tydperk of tydperke te omvat waarin 'n werknemer—

(a) kragtens subklousule (1) met verlof is;

(b) kragtens die Verdedigingswet diens ond gaan;

(c) op las of op versoek van die werkgewer 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 werkgewer in diens getree het, of, na gelang van die jongste datum, die datum waarop hy laas op verlof geregtig was.

(7) 'n Werkgewer moet 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, gedurende elke jaar diens, 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 werkgewer voorgelê moet word.

59. DIENSSERTIFIKATE

Wanneer 'n werknemer 'n werkgewer se diens verlaat, moet die werkgewer 'n dienssertifikaat gratis uitreik aan elke werknemer wie se loon gebaseer is op die duur van sy ondervinding, en 'n afskrif van sodanige sertifikaat stuur aan die Eresekretaris van die betrokke Gesamentlike Raad of die Staande Komitee, waar geen Gesamentlike Raad regsbevoegdheid het nie. Die sertifikaat moet die werknemer se naam voluit, sy adres, bedryf en loontarief wat betaal word, aantoon, saam met die datums waarop hy tot die diens van die werkgewer toegetree en dit verlaat het.

60. BYDRAES

(1) Elke werkgewer moet 4c per week vir elke werknemer by hom in diens en vir wie 'n loon in klousule 53 (1) *(a)*, *(b)* of *(c)* voorgeskryf word, tot die Algemene Fonds van die Raad bydra.

(2) Contributions to the General Fund shall be paid monthly by ıe employer to the Secretary of the Council at his address not later ıan 30 days after accrual.

(3) All funds or moneys received in terms hereof shall be dministered in terms of the constitution of the Council.

61. TRADE UNION MEMBERSHIP

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

(2) Employers shall encourage employees to become members of he Trade Union.

62. REGISTRATION OF EMPLOYERS AND NOTICE TO BE EXHIBITED

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

(a) Full name;

(b) business address;

(c) the trade or trades which he is carrying on;

(d) the address at which any plant or equipment is housed.

(2) The particulars required under subsection (1) hereof shall also be furnished by all employers who become engaged in duplicating after the date on which this Agreement comes into operation within one month of commencing business.

(3) Where the employer is a corporate body or a partnership, information in accordance with 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 or the Standing Committee where no such Joint Board exists.

(4) Every employer engaged in duplicating shall exhibit a copy of this Chapter in a prominent position in his establishment, which is accessible to his employees.

CHAPTER 10

EXEMPTIONS AND MISCELLANEOUS

63. EXEMPTIONS

(1) Subject to the provisions of 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 shift work in section 12 (6), overtime, Sunday work and certain public holidays] shall take precedence over sections 19 and 20 of the Factories, Machinery and Building Work Act. Notwithstanding such precedence, however, the power of exemption conferred upon the Standing Committee by this section shall not operate to enable the Standing Committee to grant an exemption to, or in respect of any female engaged in technical work, to work other than as specified in this Agreement between the hours of 18h00 and 06h00, or after 13h00 on more than five days in any week, except for the purpose of performing work which is necessitated by special circumstances.

(2) Bydraes tot die Algemene Fonds 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 hierkragtens ontvang word, moet ooreenkomstig die konstitusie van die Raad geadministreer word.

61. 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.

62. 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 (of die Staande Komitee waar daar geen Gesamentlike Raad is nie) van die gebied waarin hy besigheid doen, ondergenoemde besonderhede oor homself indien:

(a) Naam voluit;

(b) besigheidsadres;

(c) die bedryf of bedrywe wat hy uitvoer;

(d) die adres waar enige installasie of uitrusting gehuisves is.

(2) Die besonderhede vereis by subklousule (1) hiervan moet ook binne een maand nadat die besigheid 'n aanvang geneem het, verstrek word deur alle werkgewers wat ná die datum waarop hierdie Ooreenkoms in werking tree, met dupliseerwerk begin.

(3) Ingeval die werkgewer 'n liggaam met regspersoonlikheid of 'n vennootskap is, moet inligting ingevolge subklousule (1) hiervan ten opsigte van elke direkteur of vennoot, na gelang van die geval, verstrek word. Die naam waaronder die liggaam met regspersoonlikheid of vennootskap besigheid dryf, moet ook verstrek word. In geval van 'n verandering van vennote of direkteure, na gelang van die geval, moet besonderhede van so 'n verandering skriftelik binne een maand aan die Sekretaris van die Gesamentlike Raad gestuur word, of aan die Staande Komitee waar daar geen Gesamentlike Raad is nie.

(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 toegangklik is.

HOOFSTUK 10

VRYSTELLING EN DIVERSE BEPALINGS

63. VRYSTELLINGS

(1) Behoudens subklousule (4) hiervan en artikel 51 (3) van die Wet mag spesiale vrystelling van die bepalings van hierdie Ooreenkoms verleen word deur die Staande 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 Staande Komitee onderteken is waarin die lone wat betaal moet word en enige voorwaardes wat afwyk van die voorwaardes vasgestel in hierdie Ooreenkoms, gemeld word.

(3) Die Staande Komitee mag, nadat aan die betrokke werkgewer en werknemer een week skriftelik kennis gegee is, enige 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 Fabrieke, Masjinerie en Bouwerk, 1941, 'n kennisgewing in die *Staatskoerant* publiseer, moet hierdie Ooreenkoms [ten opsigte van werkure, met inbegrip van die bepalings betreffende skofwerk in klousule 12 (6), oortyd, Sondagwerk en sekere openbare vakansiedae] voorrang geniet bo artikels 19 en 20 van die Wet op Fabrieke, Masjinerie en Bouwerk. Ondanks dié voorrang mag die vrystellingsbevoegdheid wat by hierdie klousule aan die Staande Komitee verleen is, egter nie die Staande Komitee in staat stel om 'n vrystelling te verleen aan, of ten opsigte van, 'n vrou wat tegniese werk verrig, om tussen die ure 18h00 en 06h00, of ná 13h00 op meer as vyf dae in enige week, te werk nie, uitgesonderd met die doel om werk te verrig wat deur spesiale omstandighede vereis

When granting such an exemption the Standing Committee shall specify the conditions, which are to be observed in connection with it.

64. WITHDRAWAL OF CERTIFICATES OF REGISTRATION

After one week's notice in writing to the employer and employee concerned, the Standing Committee may withdraw any written permission granted, authorising the employment of a learner printers' attendant, process mounter, 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.

65. INTERPRETATION OF AGREEMENT

(1) The Executive Committee or Standing Committee and Joint Boards shall, subject to the general control and direction of the Council, be the bodies responsible for the administration of this Agreement.

(2) The Executive Committee and the Standing Committee may issue rulings not inconsistent with the provisions of this Agreement, or any legal interpretation thereof, for the guidance of employers and employees.

66. COUNCIL'S AGENTS

The Executive Committee shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. In addition to any such specified persons, the officials of the Council shall be regarded as agents. It shall be the duty of employers and employees who are members of the employers' 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.

67. AMENDMENT OF AGREEMENT

Notwithstanding anything to the contrary, this Agreement shall, by the decision of a full meeting of the Council, be subject to amendment at any time.

68. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions confer a benefit or impose an obligation upon the employer or employee concerned. Each provision, 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.

Signed at Johannesburg this 6th day of October 1977.

H. W. MILLER
Employers' Representative
Chairman of the Council

J. J. BOTHA
Employees' Representative

T. S. CLEARY
Secretary of the Council

word. Wanneer die Staande Komitee sodanige vrystelling verleen moet hy die voorwaardes stel wat in verband daarmee nagekom moe word.

64. INTREKKING VAN REGISTRASIESERTIFIKATE

Na een week skriftelike kennisgewing aan die betrokke werkgewer en werknemer kan die Staande Komitee enige skriftelike toestemming wat verleen is en wat die indiensneming magtig van 'n leerling-drukkershulp, -prosesmonteur, -degelpersdrukker o -litobediener of van 'n werknemer wat in diens is ooreenkomstig klousule 25 (7), (12) of (14) *(h)*, intrek, en kan hy sonder kenni vooraf enige sertifikaat van registrasie as 'n kwartobinder intrek.

65. UITLEG VAN OOREENKOMS

(1) Die Uitvoerende Komitee of Staande Komitee en Gesamentlike Rade is die liggame wat, onderworpe aan die algemene beheer en bestuur van die Raad, vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

(2) Die Uitvoerende Komitee en die Staande Komitee kan vir die leiding van werkgewers en werknemers beslissings uitvaardig wat nie met die bepalings van hierdie Ooreenkoms of enige regsvertolking daarvan strydig is nie.

66. AGENTE VAN DIE RAAD

Die Uitvoerende Komitee moet een of meer aangewese persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpsaam te wees. Benewens sulke gespesifiseerde persone moet die beamptes 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 aflê nie.

67. WYSIGING VAN OOREENKOMS

Ondanks andersluidende bepalings is hierdie Ooreenkoms by besluit van 'n volle vergadering van die Raad te eniger tyd onderworpe aan wysiging.

68. ALGEMEEN

Geen werkgewer of werknemer 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 skep, na gelang van die geval, 'n reg of 'n verpligting wat onafhanklik is van ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms vóór of ná publikasie in die *Staatskoerant* deur die Minister, nie bindend is nie of *ultra vires* die bevoegdhede 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.

Op hede die 6de dag van Oktober 1977 te Johannesburg onderteken.

H. W. MILLER
Werkgewersverteenwoordiger
Voorsitter van die Raad

J. J. BOTHA
Werknemersverteenwoordiger

T. S. CLEARY
Sekretaris van die Raad

No. R.2597] [30 December 1977

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

I, STEPHANUS PETRUS BOTHA, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Printing and Newspaper Industry, published under Government Notice R.2596 of 30 December 1977, 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 Labour

No. R.2597] [30 Desember 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

Ek, STEPHANUS PETRUS BOTHA, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Druk- en Nuusbladnywerheid, gepubliseer by Goewermentskennisgewing R.2596 van 30 Desember 1977, 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 Arbeid.

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