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PRETORIA, 27 DECEMBER 1963.
27 DESEMBER

[No. 681.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R. 1996.]

[27 December 1963.

INDUSTRIAL CONCILIATION ACT, 1956.

PRINTING AND NEWSPAPER INDUSTRY.

LABOURERS' BENEFIT FUND AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

(a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry shall be binding from the 1st January, 1964, and for the period ending the 31st December, 1966, 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 paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the said Agreement shall be binding from the 1st January, 1964, and for the period ending the 31st December, 1966, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, East London, Germiston, Hankey, Heidelberg (Tvl.), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Simonstown, Springs, the Cape, Vanderbijlpark, Vereeniging and Wynberg; and

(c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, East London, Germiston, Hankey, Heidelberg (Tvl.), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Simonstown, Springs, the Cape, Vanderbijlpark, Vereeniging and Wynberg, and from the 1st January, 1964, and for the period ending

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R. 1996.]

[27 Desember 1963.

WET OP NYWERHEIDSVERSOENING, 1956.

DRUK- EN NUUSBLADNYWERHEID.

ARBEIDERSHULPFONDSOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, vanaf 1 Januarie 1964 en vir die tydperk wat op 31 Desember 1966 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat ledé van genoemde organisasies of vakvereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms vanaf 1 Januarie 1964 en vir die tydperk wat op 31 Desember 1966 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, Oos-Londen, Germiston, Hankey, Heidelberg (Tvl.), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Simonstad, Springs, die Kaap, Vanderbijlpark, Vereeniging en Wynberg; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms vanaf 1 Januarie 1964 en vir die tydperk wat op 31 Desember 1966 eindig, in die landdrostdistrikte Alberton, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, Oos-Londen, Germiston, Hankey, Heidelberg (Tvl.), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Simonstad, Springs, die Kaap, Vanderbijlpark, Vereeniging en Wynberg, en

the 31st December, 1966, the provisions of the said Agreement shall *mutatis mutandis* be binding upon all Natives 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 Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

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

LABOURERS' BENEFIT FUND AGREEMENT

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

The Federation of Master Printers of South Africa
and the

Newspaper Press Union of South Africa
(hereinafter referred to as the "employers' organisations") of the one part; and

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

1. INTERPRETATION.

Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Main Agreement promulgated for the Industry shall have the same meaning as in that Agreement.

2. SCOPE OF APPLICATION.

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

Albert, Balfour, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Durban, East London, Germiston, Hankey, Heidelberg (Tvl.), Johannesburg, Kempton Park, Kimberley, Krugersdorp, Nigel, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria (except in the Government Printing Works), Randfontein, Roodepoort, Simonstown, Springs, The Cape, Vanderbijlpark, Vereeniging and Wynberg,
and shall be binding upon employers and employees in all sections of the Industry other than the Duplicating Section, who are engaged or employed in the Industry within the Magisterial Districts mentioned.

3. LABOURERS' BENEFIT FUND.

The Printing Industry Labourers' Benefit Fund established by the parties to the Council is hereby continued.

4. ADMINISTRATION.

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

(2) The Management Committee shall have the power to make and amend rules governing the administration of the Fund, and may make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration. Such rules and any amendments thereto shall not be inconsistent with the provisions of this Agreement or the Industrial Conciliation Act, 1956. The rules and any amendments thereto shall be approved by the Council and copies thereof shall be forwarded to the Secretary for Labour.

(3) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

- stock of the Government of the Republic of South Africa or local Government stock;
- National Savings Certificates;
- Post Office Savings Accounts or Certificates;
- Savings Accounts Permanent Shares or Fixed Deposits in registered building societies or banks; or
- in any other manner approved by the Industrial Registrar.

5. MEMBERSHIP OF FUND.

(1) All labourers and other employees, with the exception of drivers of motor vehicles, for whom wages are prescribed in the Main Agreement promulgated for the Industry and in respect of whom the employer concerned is not required in terms of the Agreement mentioned to contribute to the Joint Unemployment Fund mentioned therein, and whose contribution books are stamped in terms of section 7 hereof shall be members of the Fund.

park, Vereeniging en Wynberg *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

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

ARBEIDERSHULPFONDSOOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan tussen die

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa
(hieronder die "werkgewersorganisasies" genoem), aan die een kant, en die

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

1. VERTOLKING.

Tensy dit uit die samehang anders blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Hoof-ooreenkoms vir die Nywerheid omskryf word, dieselfde betekenis as in daardie Ooreenkoms.

2. TOEPASSINGSBESTEK.

Die bepalings van hierdie Ooreenkoms is van toepassing in ondergenoemde landdrosdistrikte:—

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

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

3. ARBEIDERSHULPFONDS.

Hierby word die Druknywerheid se Arbeidershulpfonds wat deur die partye by die Raad gestig is, voortgesit.

4. ADMINISTRASIE.

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

(2) Die Bestuurskomitee het die bevoegdheid om reëls betreffende die administrasie van die Fonds op te stel en te wysig, en kan sodanige reëlings tref as wat hy nodig ag aangaande die betaling van administrasiekoste uit die Fonds. Dié reëls en enige wysiging daarvan moet nie in stryd met die bepalings van hierdie Ooreenkoms of die Wet op Nywerheidsversoenig, 1956, wees nie. Die reëls en enige wysiging daarvan moet deur die Raad goedgekeur en kopieë daarvan aan die Sekretaris van Arbeid gestuur word.

(3) Alle geld wat nie nodig is vir lopende betalings en uitgawes nie, moet nie op 'n ander wyse as onderstaande belê word nie—

- in effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- in Nasionale Spaarsertifikate;
- in spaarbankrekenings of -sertifikate van die Poskantoor;
- in spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bougenootskappe of banke; of
- enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

5. LIDMAATSKAP VAN FONDS.

(1) Alle arbeiders en ander werknemers, met uitsondering van drywers van motorvoertuie, vir wie lone voorgeskryf word in die Hoof-ooreenkoms wat vir die Nywerheid gepromulgeer is en ten opsigte van wie die betrokke werkgewer nie ingevolge die genoemde Ooreenkoms hoef by te dra tot die Gesamentlike Werkloosheidsfonds wat daarin genoem word nie, en in wie se bydraeboek seëls ingevolge klousule 7 hiervan ingeplak is, is lede van die Fonds.

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

6. CONTRIBUTION STAMPS.

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

7. STAMPING OF CONTRIBUTION BOOKS.

(1) An employer shall in respect of each member of the fund in his employ keep in good order a contribution book, which shall be obtained by him from the Secretary of the Management Committee, Ninth Floor, B.P. Centre, Kerk Street (P.O. Box 7765), Johannesburg, within a period of one month from the date upon which this Agreement comes into operation, from the date upon which the employee concerned was engaged, or the beginning of each calendar year, whichever may be the later. Within 7 days of the end of each week he shall affix in the place indicated in the book a contribution stamp to the value of 22c in the case of a labourer, and 24c in the case of any other member of the fund, and shall cancel such stamp by marking thereon the name of his firm. The value of each stamp includes—

- (i) the employer's contribution to the fund: 12c;
- (ii) the employee's contribution to the fund: 5c; and
- (iii) the employer's contribution to the General Fund of the Council, payable in terms of section 18 (1) of the Main Agreement promulgated for the Industry, being 5c or 7c, as the case may be.

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

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

(4) At the end of each calendar year, the contribution books referred to in sub-section (1) hereof for that year shall be forwarded by the employer to the Secretary of the Management Committee so as to reach that official not later than the 31st January of the following year.

(5) On the termination of employment of an employee, the employer concerned shall immediately stamp the contribution book issued in respect of that employee for the amount due in terms of sub-section (3) hereof in respect of the proportionate period of holiday leave accrued, and forward it to the Secretary of the Management Committee. The employer shall at the same time advise the Secretary of the Management Committee of the date upon which the termination of employment took effect.

8. DEDUCTIONS FROM EMPLOYEE'S WAGES.

An employer may deduct the employee's contribution of 5c per week to the Fund from the wages of each of the employees concerned each week.

9. CONTRIBUTIONS TO AFRICAN WORKERS' BENEFIT FUND.

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

10. SICK PAY.

(1) After 26 stamps have been affixed in a contribution book issued in respect of him, sick pay shall be payable to a member, whose contribution book is correctly stamped in terms of section 7 hereof and who produces to his employer a certificate, signed by a registered medical practitioner nominated by the Management Committee stating that he is unable to work because of illness or an injury sustained in an accident. Such sick pay shall be payable after an absence of not less than two consecutive working days, at the rate of R3 per week, or at such higher rate as may be decided upon from time to time by the Executive Committee, provided, however, that the maximum period over which sick pay may be paid in any one calendar year shall be fifteen weeks; and provided further, that if benefits for 30 weeks

(2) Die lidmaatskap van 'n lid wat die Nywerheid verlaat moet onmiddellik beëindig word en by beëindiging van lidmaatskap moet geen bystand hoegenaamd deur die Fonds betaalbaar wees nie, met dien verstande egter dat ingeval 'n lid die Nywerheid tydelik verlaat, d.w.s. vir 'n tydperk van hoogstens ses maande, sy lidmaatskap na goeëddunke van die Bestuurskomitee voortgesit mag word sonder betaling van bydraes, maar sodanige tydperk van afwesigheid moet nie as lidmaatskap tel vir die doel om in aanmerking te kom vir bystand uit die Fonds nie.

6. BYDRAESEËLS.

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

7. SEËLS IN BYDRAEBOEKIES PLAK.

(1) 'n Werkgewer moet ten opsigte van elke lid van die Fonds in sy diens 'n bydraeboekie behoorlik byhou wat deur hom binne 'n tydperk van een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, vanaf die datum waarop die betrokke werknemer in diens geneem is, of die begin van elke kalenderjaar, naamlik die jongste datum, van die Sekretaris van die Bestuurskomitee, negende verdieping, B.P. Centre, Kerkstraat, (Postbus 7765), Johannesburg, verkry moet word. Binne sewe dae van die einde van elke week moet hy in die plek wat in die boekie aangedui word, 'n bydraesêl plak ter waarde van 22c in die geval van 'n arbeider en 24c in die geval van enige ander lid van die Fonds, en moet dié seël rooier deur die naam van sy firma daarop aan te bring. Die waarde van elke seël sluit in—

- (i) die werkgewer se bydrae tot die Fonds: 12c;
- (ii) die werknemer se bydrae tot die Fonds: 5c; en
- (iii) die werkgewer se bydrae tot die Algemene Fonds van die Raad, betaalbaar ingevolge klousule 18 (1) van die Hoof-ooreenkoms vir die Nywerheid, naamlik 5c of 7c, na gelang van die geval.

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

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

(4) Die bydraeboekies bedoel in subklousule (1) hiervan vir daardie jaar moet aan die einde van elke kalenderjaar deur die werkgewer aan die Sekretaris van die Bestuurskomitee gestuur word ten einde daardie beaampte op of voor 31 Januarie van die volgende jaar te bereik.

(5) By beëindiging van die diens van 'n werknemer moet die betrokke werkgewer onmiddellik 'n seël inplak in die bydraeboekie wat ten opsigte van daardie werknemer uitgereik is, vir die bedrag verskuldig ingevolge subklousule (3) hiervan ten opsigte van die eweredige tydperk van opgehoopde verlof en dit aan die Sekretaris van die Bestuurskomitee stuur. Terselfdertyd moet die werkgewer die Sekretaris van die Bestuurskomitee in kennis stel van die datum waarop die diensbeëindiging van krag geword het.

8. AFTREKKINGS VAN WERKNEMERS SE LONE.

'n Werkgewer mag die werknemer se bydraes van 5c per week aan die fonds, van die loon van elk van die betrokke werknemers elke week aftrek.

9. BYDRAES AAN AFRICAN WORKERS' BENEFIT FUND.

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

10. SIEKTEBETALING.

(1) Nadat 26 seëls ingeplak is in 'n bydraeboekie wat ten opsigte van hom uitgereik is, is siektebetaling betaalbaar aan 'n lid in wie se bydraeboekie seëls kragtens klousule 7 hiervan reg ingeplak is en wat aan sy werkgewer 'n sertifikaat voorlê wat geteken is deur 'n geregistreerde mediese praktisyn, deur die Bestuurskomitee benoem, wat verklaar dat hy weens siekte of 'n besering as gevolg van 'n ongeluk ongeskik vir werk is. Sodanige siektebetaling is betaalbaar na afwesigheid van minstens 2 opeenvolgende werkdade teen 'n tarief van R3 per week of teen sodanige hoër tarief as dié waarvoor van tyd tot tyd deur die Uitvoerende Komitee besluit mag word, met dien verstande egter dat die maksimum tydperk waarvoor siektebetaling in 'n kalenderjaar betaal mag word, 15 weke is; en voorts met dien verstande dat

have been paid over two or more calendar years to a member, no further benefits shall be payable to him until not less than 26 stamps have again been inserted in his contribution book.

(2) The sick pay to which a member is entitled in terms of sub-section (1) shall be paid to him weekly by his employer and the employer shall then claim the amount paid by him from the Fund.

(3) All claims shall be made out on the form provided by the Council for this purpose and shall be forwarded to the Secretary of the Management Committee for payment. There must be forwarded with each claim a medical certificate of the class mentioned in sub-section (1) and a receipt by the member or other evidence of the payment of the sick pay which is acceptable to the Management Committee.

(4) No payment will be made by the Fund to the employer if any requirement of this section is not complied with or if the claim is received by the Secretary of the Management Committee more than six months after the date on which the sick pay in question was paid by the employer to the member.

11. MEDICAL AID.

The Executive Committee shall have the power to make and amend rules specifying the qualifications for (and) the medical facilities and the medicines and drugs up to a maximum of R8 per annum made available to members by the Fund at its expense. A copy of all such rules and any amendments thereof shall be lodged with the Secretary for Labour.

12. MORTALITY GRANT.

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

Years of Membership.	Mortality Grant Payable. R
1 Year.....	20.00
2 Years.....	22.00
3 Years.....	24.00
4 Years.....	26.00
5 Years.....	28.00
6 Years.....	30.00
7 Years.....	32.00
8 Years.....	34.00
9 Years.....	36.00
10 Years.....	38.00
11 Years.....	40.00
12 Years.....	42.00
13 Years.....	44.00
14 Years.....	46.00
15 Years.....	48.00
16 Years or more.....	50.00

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

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

(4) All claims for the payment of mortality grants must be submitted to the Secretary of the Management Committee within a period of six months from the date of the death of the member concerned. No grant shall be paid if no claim is submitted within that period.

13. RETIREMENT ALLOWANCES.

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

(2) At the discretion of the Management Committee, and subject to such conditions as it may prescribe, the following allowances may be paid to persons who are or were members of the Fund out of moneys allocated in terms of sub-section (1) hereof:—

(a) A weekly allowance to ensure that an employee, suffering from Tuberculosis, who ceases work either temporarily or permanently, receives in all not more than 80 per cent of the minimum rate of wages payable to him at the date

indien bystand vir 30 weke oor twee of meer kalenderjare aan 'n lid betaal is, geen verdere bystand aan hom betaalbaar is totdat minstens 26 seëls weereens in sy bydraeböckie ingeplak is nie.

(2) Die siektebetaling waarop 'n lid ingevolge subklousule (1) geregtig is, moet weekliks aan hom deur sy werkgever betaal word en die werkgever moet dan die bedrag deur hom uitbetaal, van die Fonds eis.

(3) Alle eise moet op die vorm wat deur die Raad vir hierdie doel verskaf word, gestel en vir betaling aan die Sekretaris van die Bestuurskomitee gestuur word. Saam met elke eis moet daar 'n doktersertifikaat gestuur word van die soort in subklousule (1) genoem, asook 'n kwitansie deur die lid of 'n ander bewys van die betaling van die siektebetaling wat vir die Bestuurskomitee aanneemlik is.

(4) Indien daar nie voldoen word aan enige vereiste van hierdie klousule nie of as die eis meer as ses maande ná die datum waarop die betrokke siektebetaling deur die werkgever aan die lid betaal is, deur die Sekretaris van die Bestuurskomitee ontvang word, sal geen betaling uit die Fonds aan die werkgever gedoen word nie.

11. MEDIESE HULP.

Die Uitvoerende Komitee het die bevoegdheid om reëls betreffende die kwalifikasies vir die mediese geriewe en die medisyne en artsenymiddels tot 'n maksimum van R8 per jaar wat deur die Fonds vir eie rekening aan lede beskikbaar gestel word, op te stel en te wysig. 'n Eksemplaar van sodanige reëls en enige wysiging daarvan moet by die Sekretaris van Arbeid ingelewer word.

12. STERFTETOEKENNING.

(1) 'n Sterftetoekenning moet betaal word aan die afhanklike of benoemde van 'n lid wat sterf nadat hy lid van die Fonds vir 'n tydperk van minstens 12 maande was. Die bedrag van die toekenning wat in elke individuele geval betaalbaar is, moet ooreenkomstig onderstaande skaal bereken word:—

Jare van lidmaatskap.	Betaalbare sterftetoekenning. R
1 jaar.....	20.00
2 jaar.....	22.00
3 jaar.....	24.00
4 jaar.....	26.00
5 jaar.....	28.00
6 jare.....	30.00
7 jare.....	32.00
8 jaar.....	34.00
9 jaar.....	36.00
10 jaar.....	38.00
11 jaar.....	40.00
12 jaar.....	42.00
13 jaar.....	44.00
14 jaar.....	46.00
15 jaar.....	48.00
16 jaar of meer.....	50.00

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

(3) In geval van die dood van 'n lid wat versuim het om die persoon te benoem aan wie die sterftetoekenning betaal moet word, mag die toekenning na goedgekenning van die Bestuurskomitee betaal word aan enigiemand wat na die mening van die Bestuurskomitee bewys lewer dat hy of sy van die gestorwe lid afhanklik was.

(4) Alle eise om die betaling van sterftetoekennings moet binne ses maande na die datum van die dood van die betrokke lid aan die Sekretaris van die Bestuurskomitee gestuur word. Geen toekenning moet uitbetaal word as geen eis binne daardie tydperk ingestel word nie.

13. AFTREETOELAES.

(1) Elke kalenderhalfjaar moet 'n staat van inkomste en uitgawes aan die Bestuurskomitee voorgelê word en moet hy bepaal watter bedrag, indien wel, van die surplus van inkomste oor uitgawes, as daar is, opgesit moet word in 'n aparte rekening bekend as die Uitgebreide Arbeiderswerkloosheidsfondstrekening.

(2) Na goedgekenning van die Bestuurskomitee, en behoudens sodanige voorwaardes as wat hy mag voorskryf, mag ondergenoemde toelae betaal word aan persone wat lede van die Fonds is of was, uit geld toegewys ingevolge subklousule (1) hiervan:—

(a) 'n Weeklikse toelae om te verseker dat 'n werknemer wat aanteling ly en wat ophou werk, of tydelik of permanent, altesaam 80 persent van die minimum loontarief ontvang wat aan hom op die datum van sy uitdienstreding betaal-

of his retirement. In all cases the amount payable shall be at the discretion of the Management Committee, but if the employee concerned has no dependants, the amount of the allowance shall be less than that paid to employees with dependants. It shall be an absolute condition for the payment of the allowance that the employee concerned ceases work and submits himself to such medical treatment, including hospitalisation and surgical treatment, if necessary, as is recommended by the medical practitioner under whose treatment he is.

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

(3) The Management Committee, in its discretion, may at any time decide that an allowance being paid in terms of sub-section (2) hereof shall no longer be paid, and an employee in receipt of an allowance in terms of this section shall not be entitled to the benefits mentioned in Section 10.

14. CONDITION OF MEMBERSHIP.

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

15. DECISION OF COUNCIL FINAL.

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

16. GENERAL.

(1) Notwithstanding anything to the contrary herein contained, the Standing Committee of the Council may, in its discretion, authorise the payment *ex gratia* of additional benefits in cases where in the opinion of that Committee special circumstances exist.

(2) Disbursements from the Fund in respect of benefits shall cease whenever the amount standing to the credit of the Fund falls below R2,000, and the payment of benefits shall not be resumed until the amount standing to the credit of the Fund has reached R4,000.

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

17. EXPIRY OF AGREEMENT.

(1) Should this Agreement expire through effluxion of time or for any other reason and a subsequent agreement for the continuation of the Fund not be negotiated within a period of two years from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the benefit of persons of the same class as that for which the original funds was created, the Fund shall be liquidated. The Fund shall during the said period of two years or until such time as it is continued by any other Agreement or transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this agreement is binding in terms of section thirty-four (2) of the Industrial Conciliation Act, 1956, the Fund shall continue to be administered by the Management Committee in office at the time until the agreement expires, whereafter the Fund shall be liquidated.

(3) Any vacancy occurring on the Committee referred to in sub-sections (1) and (2) hereof, may be filled by the Industrial Registrar from employers and employees in the Industry so as to ensure an equality of employer and employee representatives on the Committee. In the event of such committee being unable or unwilling to discharge its duties on a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustee or trustees shall possess all the powers of the Committee for such purpose.

18. LIQUIDATION OF FUND.

(1) Upon liquidation of the Fund in terms of section 17, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general fund of the Council. If the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Industrial Conciliation Act, 1956, as if it formed part of the general funds of the Council.

baar was. In alle gevalle moet die bedrag wat betaalbaar is, na goeëdunke van die Bestuurskomitee wees, maar as die betrokke lid geen afhanklikes het nie, moet die bedrag aan toelae minder wees as dié wat aan werknemers met afhanklikes betaal word. Dit moet 'n absolute voorwaarde vir die betaling van die toelae wees dat die betrokke werknemer ophou werk en hom onderwerp aan die mediese behandeling, met inbegrip van hospitalisasie en chirurgiese behandeling, as dit nodig is, wat aanbeveel word deur die mediese praktisyn deur wie hy behandel word.

(b) 'n Weeklikse of maandelikse toelae aan bejaarde werknemers, wat omrede hul ouderdom of sieklikeid, waarskynlik langdurige tydperke van werkloosheid kan ondervind.

(3) Die Bestuurskomitee kan na goeëdunke te eniger tyd besluit dat 'n toelae wat ingevolge subklausule (2) hiervan betaal word, nie langer betaal moet word nie en 'n werknemer wat 'n toelae ingevolge hierdie klausule ontvang, het nie reg op die bystand genoem in klausule 10 nie.

14. VOORWAARDE VAN LIDMAATSKAP.

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

15. BESLISSING VAN RAAD AFDOENDE.

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

16. ALGEMEEN.

(1) Ondanks andersluidende bepalings hierin, mag die Staande Komitee of die Raad na goeëdunke die *ex gratia* betaling van bykomende bystand magtig in gevalle, waar daar na die mening van die Komitee, spesiale omstandighede is.

(2) Uitbetalings uit die Fonds ten opsigte van bystand moet ophou wanneer die bedrag in die krediet van die Fonds onder R2,000 daal, en die betaling van bystand moet nie hervat word totdat die bedrag in die krediet van die Fonds R4,000 bereik het nie.

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

17. VERSTRYKING VAN OOREENKOMS.

(1) Indien hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verstryk en 'n daaropvolgende ooreenkoms vir die voortsetting van die Fonds nie gesluit word binne 'n tydperk van twee jaar vanaf die datum van dié verstryking of die Fonds nie deur die Raad binne dié tydperk oorgedra word na 'n ander fonds wat ingestel is vir die voordeel van persone van dieselfde klas as dié waarvoor die oorspronklike fonds ingestel is nie, moet die Fonds gelikwideer word. Gedurende genoemde tydperk van twee jaar of totdat dit by enige ander ooreenkoms voortgesit of oorgeplaas word na enige ander fonds hierbo bedoel, moet die fonds geadminestreer word deur die Bestuurskomitee wat dan funksioneer.

(2) In geval van die ontbinding van die Raad of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet op Nywerheidsversoening, 1956, bindend is, moet die Fonds steeds geadminestreer word deur die Bestuurskomitee wat dan funksioneer totdat die Ooreenkoms verstryk, waarna die Fonds gelikwideer moet word.

(3) 'n Vakature wat voorkom in die komitee bedoel in subklausules (1) en (2) hiervan, mag deur die Nywerheidsregistrator gevul word uit werkgewers en werknemers in die Nywerheid ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die komitee te verseker. In geval so 'n komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die registrator onprakties of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer en die trustee of trustees moet al die bevoegdhede van die komitee vir dié doel besit.

18. LIKWIDASIE VAN FONDS.

(1) By likwidasië van die Fonds kragtens klausule 17, moet die geld wat in die krediet van die Fonds oorbly ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene Fonds van die Raad inbetaal word. Indien die sake van die Raad reeds beredder en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet op Nywerheidsversoening, 1956, asof dit deel van die algemene Fonds van die Raad uitgemaak het.

(2) The Fund shall be liquidated by the Committee functioning in terms of section 17, or the trustee or trustees appointed in terms of that section, as the case may be.

19. AUDITING OF ACCOUNTS AND FINANCIAL STATEMENTS.

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

- (a) all moneys received—
 - (i) in terms of section 7 hereof;
 - (ii) from other sources (if any); and
- (b) expenditure incurred under all headings.

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

20. EXEMPTIONS.

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

The employers' organisations and the trade union, having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Dated at Cape Town this 29th day of August, 1963.

G. M. C. CRONWRIGHT,
Employers' Representative,
Chairman of the Council.

N. V. BOLTMAN,
Employees' Representative,
Vice-Chairman of the Council.

E. P. KEMP,
Secretary of the Council.

(2) Die Fonds moet gelikwiedeur word deur die komitee wat kragtens klousule 17 funksioneer, of deur die trustee of trustees wat kragtens daardie klousule aangestel is, na gelang van die geval.

19. OUDITERING VAN REKENINGS EN FINANSIËLE STATE.

Die rekenings van die Fonds moet twee maal per jaar deur geëksperteerde rekenmeesters geouditeer en moet finansiële state opgestel word wat die volgende aantoon:—

- (a) Alle geld ontvang—
 - (i) ingevolge klousule 7 hiervan;
 - (ii) uit ander bronne (as daar was); en
- (b) uitgawes onder alle hoofde aangegaan;

gedurende die betrokke tydperk, tesame met 'n balansstaat wat die bates en laste van die Fonds, soos aan die einde van elke halfjaar, aantoon. Ware kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Sekretaris van die Raad, en van die ouditeursverslag daarvoor, moet daarna ter insae lê aan die kantoor van die Raad. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie maande ná die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.

20. VRYSTELLINGS.

Vrystelling van die bepalings van hierdie Ooreenkoms mag deur die Staande Komitee verleen word. Wanneer hy tot 'n beslissing oor 'n aansoek om vrystelling geraak, moet die Staande Komitee oorweging skenk aan die aanbevelings van die betrokke Gesamentlike Raad.

Nademaal die werkgewersorganisasies en die vakvereniging die Ooreenkoms gesluit het wat hierin bekendgemaak word, verklaar die ondergetekende gemagtigde ampsdraers van die Raad hierby dat die voorgaande die Ooreenkoms is waartoe hulle geraak het en heg hulle hul handtekenings daaraan.

In Kaapstad op hede die 29ste dag van Augustus 1963 gedateer.

G. M. C. CRONWRIGHT,
Verteenwoordiger van die werkgewers,
Voorsitter van die Raad.

N. V. BOLTMAN,
Verteenwoordiger van die werknemers,
Ondervoorsitter van die Raad.

E. P. KEMP,
Sekretaris van die Raad.

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