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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 852

27 April 1979

INDUSTRIAL CONCILIATION ACT, 1956

**CHEMICAL MANUFACTURING INDUSTRY,
WITWATERSRAND AND PRETORIA.—SICK
BENEFIT FUND 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 Chemical Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation 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 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 852

27 April 1979

WET OP NYWERHEIDSVERSOENING, 1956

**CHEMIKALIEËNYWERHEID, WITWATERS-
RAND EN PRETORIA.—SIEKTEBYSTANDS-
FONDSOOREENKOMS**

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 Chemikalieënywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

No. R. 853

27 April 1979

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

CHEMICAL MANUFACTURING INDUSTRY, WITWATERSRAND AND PRETORIA.—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 852 of 27 April 1979, may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick benefits in terms of the said Agreement.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY

SICK BENEFIT FUND AGREEMENT

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

Transvaal Chemical Manufacturers' Association

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

Chemical Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being parties to the Industrial Council for the Transvaal Chemical Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Chemical Manufacturing Industry, Witwatersrand and Pretoria—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed therein;

(b) in the Magisterial Districts of Johannesburg [excluding that portion which, prior to 1 November 1970 (Government Notice 1618 of 2 October 1970), fell within the Magisterial District of Roodepoort and Portion 25 (a portion of that portion) of the farm Klipspruit 8 owned by African Explosives and Chemical Industries Limited, under Deed of Transfer 18558/1947, measuring 6,069 9 hectares—vide Diagram SG A39994/46, but including that portion of the Magisterial District of Randburg which, prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial District of Johannesburg], Germiston (excluding the farms Modderfontein 3, Klipfontein 19 and Portion A and portion of the farm Zuurfontein 18 owned by African Explosives and Chemical Industries Limited, measuring 64,194 3 hectares and 7,312 0 hectares respectively—vide Diagram SG A4295/12 and Diagram SG A2216/90—respectively—hereinafter referred to as "the said farms"), Boksburg [excluding those portions which, prior to 6 November 1964 and 1 July 1972, respectively (Government Notices 1779 of 6 November 1964 and 871 of 26 May 1972), fell within the Magisterial Districts of Heidelberg and Benoni, respectively], Alberton, Springs [excluding that portion which, prior to 1 July 1972, fell within the Magisterial District of Benoni but including those portions of the Magisterial Districts of Benoni and Brakpan which prior to 1 July 1972, fell within the Magisterial District of Springs (Government Notice 871 of 26 May 1972)], Pretoria [including those portions of the Magisterial Districts of Cullinan, Brits and Randburg which, prior to 30 May 1968, 1 June 1972 and 1 January 1975 respectively (Government Notices 970 of 30 May 1968, 872 of 26 May 1972 and 2152 of 22 November 1974), fell within the Magisterial District of Pretoria], Wonderboom and Kempton Park

No. R. 853

27 April 1979

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

CHEMIKALIEËNYWERHEID, WITWATERS- RAND EN PRETORIA.—VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 852 van 27 April 1979, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE CHEMIKALIEËNYWERHEID, TRANSVAAL

SIEKTEBYSTANDFONDSOOREENKOMS

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

Transvaal Chemical Manufacturers' Association

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

Chemical Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Transvaalse Chemikalieënywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Chemikalieënywerheid, Witwatersrand en Pretoria, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is wat onderskeidelik daarby betrokke of daarin werksaam is;

(b) in die landdrostdistrikte Johannesburg [uitgesonderd daardie gedeelte wat voor 1 November 1970 (Goewermenskennisgewing 1618 van 2 Oktober 1970) binne die landdrostdistrik Roodepoort geval het en Gedeelte 25 (n gedeelte van daardie gedeelte) van die plaas Klipspruit 8 wat kragtens Transportakte 18558/1947 die eiendom is van African Explosives and Chemical Industries Limited en 6,069 9 hektaar beslaan—kyk Kaart SG A39994/46 maar met inbegrip van daardie gedeelte van die landdrostdistrik Randburg wat voor 1 Januarie 1975 (Goewermenskennisgewing 2152 van 22 November 1974) binne die landdrostdistrik Johannesburg geval het], Germiston (uitgesonderd die plase Modderfontein 3, Klipfontein 19 en Gedeelte A en gedeelte van die plaas Zuurfontein 18 wat die eiendom is van African Explosives and Chemical Industries Limited en onderskeidelik 64,194 3 hektaar en 7,312 0 hektaar beslaan—kyk onderskeidelik Kaart SG A4295/12 en Kaart SG A2216/90—hierna "genoemde plase" genoem), Boksburg [uitgesonderd daardie gedeeltes wat voor onderskeidelik 6 November 1964 en 1 Julie 1972 (Goewermenskennisgewings 1779 van 6 November 1964 en 871 van 26 Mei 1972) binne onderskeidelik die landdrostdistrikte Heidelberg en Benoni geval het], Alberton, Springs [uitgesonderd daardie gedeelte wat voor 1 Julie 1972 binne die landdrostdistrik Benoni geval het maar met inbegrip van daardie gedeeltes van die landdrostdistrikte Benoni en Brakpan wat voor 1 Julie 1972 binne die landdrostdistrik Springs geval het (Goewermenskennisgewing 871 van 26 Mei 1972)], Pretoria [met inbegrip van daardie gedeeltes van die landdrostdistrikte Cullinan, Brits en Randburg wat voor onderskeidelik 30 Mei 1968, 1 Junie 1972 en 1 Januarie 1975 (Goewermenskennisgewings 970 van 30 Mei 1968, 872 van 26 Mei 1972 en 2152 van 22 November 1974), binne die landdrostdistrik Pretoria geval het], Wonderboom en Kempton Park [uitgesonderd genoemde plase en daardie gedeelte

[excluding the said farms and that portion which, prior to the publication of Government Notice 556 of 29 March 1956, fell within the Magisterial District of Benoni, but including that portion of the Magisterial District of Randburg which, prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial District of Kempton Park].

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4 of the Main Agreement for the Chemical Industry, Witwatersrand and Pretoria.

(3) Notwithstanding the provisions of subclauses (1) and (2) the provisions of this Agreement shall not apply to employees whose wages exceed R350 per month, or employees employed on a casual basis.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall continue in force for five years, or for such period as may be determined by him.

3. 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, and any reference to the Act includes any amendment thereof; further, unless inconsistent with the context—

“Chemical Manufacturing Industry” or “Industry” means the Industry in which employers and employees are associated for the purpose of carrying on the preparation and/or manufacture, and/or bottling and/or wrapping and/or packing of any one or more of the following commodities (irrespective of the groups in which they appear) in establishments which are registered or liable to registration under the Factories, Machinery and Building Work Act, 1941, as amended, viz:

Group A: Writing ink, office paste;

Group B: Brake fluid, bleaching agents, dubbin, enamels, lacquers, paints, paint thinners, polishes, washing blue, washing soda, ammonia, benzene, caustic soda, but excluding the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of ammonia, and/or benzene and/or caustic soda by the manufacture thereof;

Group C: Antiseptics, cosmetics, deodorants, disinfectants, flavouring essence, insecticides, medicinal products, perfumes and scents, pharmaceutical preparations, toilet preparations;

“Council” or “Industrial Council” means the Industrial Council for the Transvaal Chemical Manufacturing Industry;

“employee” means an employee engaged in the Chemical Manufacturing Industry;

“Main Agreement” means the Agreement of the Council published under Government Notice R. 305 of 4 March 1977 or any subsequent wage agreement for the Industry.

4. CONTINUATION OF THE FUND

The Chemical Manufacturing Industry Sick Benefit Fund (hereinafter referred to as “the Fund”), established under Government Notice 75 of 15 January 1961, is hereby continued.

5. OBJECTS

The objects of the Fund shall be—

(1) to provide members of the Fund with medical and sickness benefits during periods of sickness or incapacity;

(2) to do such other lawful things as in the opinion of the Management Committee will protect and further the physical health of members;

(3) to provide, upon the death of a member, a monetary benefit for his nominee or nominees.

6. MANAGEMENT AND ADMINISTRATION

(1) The affairs of the Fund shall be administered by a subcommittee appointed by the Council in terms of its constitution and consisting of three representatives of the employers' organisation and three representatives of the trade union and to be known as the “Management Committee of the Sick Benefit Fund” (hereinafter referred to as the “Management Committee”).

(2) The Management Committee may, subject to the approval of the Council by resolution, make rules for the Fund, not inconsistent with the Act or with the constitution of the Council or with this Agreement or with any other law concerning the appointment and tenure of office of members of the Management Committee; the powers and duties of the

wat voor die publikasie van Goewermentskennisgewing 556 van 29 Maart 1956 binne die landdrosdistrik Benoni geval het, maar met inbegrip van daardie gedeelte van die landdrosdistrik Randburg wat voor 1 Januarie 1975 (Goewermentskennisgewing 2152 van 22 November 1974) binne die landdrosdistrik Kempton Park geval het].

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing net op werknemers vir wie lone voorgeskryf word in klousule 4 van die Hoof-ooreenkoms van die Chemikalieënywerheid, Witwatersrand en Pretoria.

(3) Ondanks subklousules (1) en (2), is hierdie Ooreenkoms nie op werknemers wie se lone meer is as R350 per maand of werknemers in diens op 'n los grondslag van toepassing nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en dit bly van krag vir vyf jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoeniging, 1956, omskryf word, dieselfde betekenis as in daardie Wet en omvat verwysings na die wet alle wysigings van dié wet: Voorts, tensy onbestaanbaar met die samehang, beteken—

“Chemikalieënywerheid” of “Nywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende handelsartikels (afgesien van die groepe waarin dit voorkom) in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of geregistreer moet word, te berei en/of te vervaardig en/of te bottel en/of toe te draai en/of te verpak, naamlik:

Groep A: Ink vir skryfdoeleindes, kantoorlym;

Groep B: Remvloeistof, bleikmiddels, leersmeer, emaljes, lakvernissoorte, verfsoorte, verfverduunners, politoer, blousel, wassoda, ammoniak, bensien, bytsoda, maar nie die bereiding en/of vervaardiging en/of bottel en/of toedraai en/of verpakking van ammoniak en/of bensien en/of bytsoda deur die vervaardiger daarvan nie;

Groep C: Antiseptiese middels, skoonheidsmiddels, reukweermiddels, ontsmettingsmiddels, geurmiddels, insekdoders, medisinale produkte, parfüm en reukwater, farmaseutiese preparate en toiletpreparate;

“Raad” of “Nywerheidsraad” die Nywerheidsraad vir die Transvaalse Chemikalieënywerheid;

“werknemer” 'n werknemer in die Chemikalieënywerheid;

“Hoof-ooreenkoms” die Ooreenkoms van die Raad gepubliseer by Goewermentskennisgewing R. 305 van 4 Maart 1977 of enige daaropvolgende loonooreenkoms vir die Nywerheid.

4. VOORTSETTING VAN DIE FONDS

Die Siektebystandsfonds vir die Chemikalieënywerheid (hierna die “Fonds” genoem) wat by Goewermentskennisgewing 75 van 15 Januarie 1961 ingestel is, word hierby voortgesit.

5. DOELSTELLINGS

Die doelstellings van die Fonds is—

(1) om mediese en siektebystand aan lede van die Fonds te verskaf gedurende tydperke van siekte of ongeskiktheid;

(2) om dié ander wettige stappe te doen wat na die mening van die Bestuurskomitee die liggaamlike gesondheid van lede sal beskerm en bevorder;

(3) om by die afsterwe van 'n lid geldelike bystand aan sy benoemde of benoemdes te verleen.

6. BESTUUR EN ADMINISTRASIE

(1) Die sake van die Fonds word bestuur deur 'n subkomitee wat deur die Raad aangestel word ooreenkomstig sy konstitusie, en wat bestaan uit drie verteenwoordigers van die werkgewersorganisasie en drie verteenwoordigers van die vakvereniging, en dié komitee staan bekend as die “Bestuurskomitee van die Siektebystandsfonds” (hierna die “bestuurskomitee” genoem).

(2) Die Bestuurskomitee kan, behoudens die goedkeuring van die Raad by wyse van 'n raadsbesluit, reëls vir die Fonds wat nie onbestaanbaar met die Wet of die konstitusie van die Raad of hierdie Ooreenkoms of 'n wet is nie, opstel betreffende die volgende: Die aanstelling en ampstermyn van lede van die Bestuurskomitee; die bevoegdhede en pligte van die

Management Committee and its meeting and procedure; the appointment, tenure of office, conditions of service, powers and duties of a secretary, clerical assistants, public accountant, medical, surgical and dental officers, nurses, and other medical assistance to the Fund; the engagement of medical specialists and consultants; the investment of moneys of the Fund; and all other matters connected with the general administration and management of the Fund; and the management Committee may, subject to the approval of the Council by resolution, amend such rules in manner to be prescribed therein.

(3) A copy of such rules and of any amendments thereto shall be lodged with the Secretary for Labour, and a copy shall be available at the office of the secretary of the Fund for inspection by any person engaged in the Industry.

7. FINANCIAL CONTROL

(1) All expenses of administration shall be a charge on the Fund.

(2) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the fund. The accounts shall be audited annually for the period ending 31 December. The audited statement shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour within three months after the aforementioned date.

(3) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may from time to time be authorised by the Management Committee.

(4) Surplus funds shall not be invested otherwise than in—

- (a) Stock of the Government of the Republic of South Africa or local government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) Saving accounts, permanent shares or fixed deposits in building societies or banks; or
- (e) any other manner approved by the Registrar.

8. INDEMNITY

The members of the Management Committee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

9. MEMBERSHIP

(1) Subject to clause 1 (2) and (3), all employees who entered the Industry prior to the date of coming into operation of this Agreement, shall be members of the Fund.

(2) Subject to clause 1 (2) and (3), all employees who are engaged after the date of coming into operation of this Agreement, shall become members of the Fund provided they undergo a medical examination by one of the Fund's panel medical officers and are found medically fit for employment. The cost of such medical examination shall be borne by the Fund: Provided that the Fund shall not be liable for the cost of the medical examination if the examination takes place before the 13th week of the employee's employment with his employer in the Industry.

(3) An employee shall be deemed to be admitted to membership of the Fund upon receipt by the secretary of the first remittance of contributions in respect of such employee in terms of clause 11 (6) and a copy of the medical report referred to in subclause (2) proving that the employee is medically fit for employment.

(4) The Management Committee shall have the power to exempt any employee from membership of the Fund.

(5) The Management Committee shall have the power to grant continued membership of the Fund to members who have had at least 10 years' membership of the Fund and who leave the Chemical Manufacturing Industry—by reason of retirement on reaching the age limit or through permanent ill-health. Such members shall be entitled to the benefits prescribed in clause 12 (1), (2), (3), (4) and (6): Provided that they are obtained through the Fund's panel medical officers: Provided further that such members shall pay to the Fund monthly in advance the minimum subscription laid down in clause 11 (2) (b).

Bestuurskomitee en sy vergaderings en prosedure; die aanstelling, ampstermyn, diensvoorwaardes, bevoegdhede en pligte van 'n sekretaris, klerklike assistente, openbare rekenmeester, geneeskundige, chirurgiese en tandheelkundige beampptes, verpleegsters en ander mediese hulp vir die Fonds; die indiensneming van geneeskundige spesialiste en konsulerende geneesher; die belegging van geld van die Fonds en alle ander sake wat in verband staan met die algemene administrasie en bestuur van die Fonds. Die Bestuurskomitee kan, behoudens die goedkeuring van die Raad by wyse van 'n raadsbesluit, dié reëls wysig op die wyse daarin voorgeskryf.

(3) 'n Kopie van dié reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word en 'n kopie moet op die kantoor van die sekretaris van die Fonds beskikbaar wees ter insae van enigeen wat by die Nywerheid betrokke is.

7. FINANSIËLE BEHEER

(1) Alle administrasiekoste word deur die Fonds gedra.

(2) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel, wie se besoldiging uit die Fonds betaal moet word. Die rekenings moet jaarliks geouditeer word ten opsigte van die tydperk wat op 31 Desember eindig. Die geouditeerde staat moet daarna ter insae lê op die kantoor van die Nywerheidsraad en kopieë daarvan moet binne drie maande na bogenoemde datum aan die Sekretaris van Arbeid gestuur word.

(3) Alle geld wat die Fonds ontvang, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle geld—wat die Fonds ontvang en geld moet uit die Fonds onttrek word deur middel van 'n tjek onderteken deur dié persone wat van tyd tot tyd deur die bestuurskomitee daartoe gemagtig word.

(4) Surplusfondse mag slegs belê word in—

- (a) effekte van die Regering van die Republiek van Suid-Afrika of plaaslike besture;
- (b) Nasionale spaarsertifikate;
- (c) Opspaarbankrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's by bouverenigings of banke; of
- (e) op enige ander wyse wat die Registrateur goedkeur.

8. VRYWARING

Die lede van die Bestuurskomitee en die beampptes en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese gely en uitgawes aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

9. LIDMAATSKAP

(1) Behoudens klousule 1 (2) en (3), sal alle werknemers wat voor die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toegetree het, lede van die Fonds wees.

(2) Behoudens klousule 1 (2) en (3), sal alle werknemers wat na die datum van inwerkingtreding van hierdie Ooreenkoms aangestel word, lede van die Fonds word op voorwaarde dat hulle 'n mediese ondersoek deur een van die Fonds se paneel mediese beampptes ondergaan en medies geskik bevind word vir werk. Die koste verbonde aan sodanige mediese ondersoek sal deur die Fonds gedra word: Met dien verstande dat die Fonds nie vir die koste van die mediese ondersoek aanspreeklik sal wees nie indien die mediese ondersoek voor die 13de week van die werknemer se dienstdoer by sy werkgever in die Nywerheid plaasvind.

(3) 'n Werknemer word geag toegelaat te wees as lid van die Fonds sodra die sekretaris die eerste betaling van bydraes ten opsigte van so 'n werknemer ooreenkomstig klousule 11 (6) ontvang, tesame met 'n kopie van die mediese verslag in subklousule (2) bedoel wat bewys dat die werknemer medies geskik is vir diens.

(4) Die Bestuurskomitee het die bevoegdheid om enige werknemer vry te stel van die vereiste om lid van die Fonds te word.

(5) Die Bestuurskomitee het die bevoegdheid om voortgesette lidmaatskap van die Fonds toe te staan aan lede wat minstens 10 jaar lede van die Fonds was en wat die Chemikalieënywerheid verlaat vanweë aftrede by die bereiking van die ouderdomsgrens of vanweë swak gesondheid. Sodanige lede is geregtig op die bystand voorgeskryf in klousule 12 (1), (2), (3), (4) en (6): Met dien verstande dat dit verkry word deur die mediese beampptes van die Fonds se paneel: Voorts met dien verstande dat sodanige lede die minimum ledegeld in klousule 11 (2) (b) voorgeskryf maandeliks vooruit aan die Fonds betaal.

(6) An employer may with the mutual consent of his employees for whom wages are not prescribed in the Main Agreement apply to the Fund for membership in respect of such employees (or any of them). Should the Management Committee admit any such employee as a member, the provisions of this Agreement shall *mutatis mutandis* apply to such employee and his employer.

10. TERMINATION OF MEMBERSHIP

(1) The Management Committee shall have the right to terminate the membership of a member who is of unsober, intemperate or immoral habits: Provided that such decision shall be based on substantiating evidence from a registered medical practitioner.

(2) Termination of membership in pursuance of subclause (1) shall take effect as from the date on which notification in writing to this effect is given by the secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund but no claim subsequent to the date of such notification shall be entertained.

(3) There shall be a right of appeal to the Council from any decision of the Management Committee in pursuance of subclause (1). The Council shall hear the appeal and may make such investigations and call for such evidence as it may deem fit and shall make a decision which shall be final.

(4) Subject to clause 9 (5), the membership of an employee shall terminate upon his ceasing to be employed in the Industry: Provided that an employee shall remain eligible for the benefits deriving from the Fund during any period of unemployment immediately following his employment in the Industry but not exceeding 13 weeks, if he is otherwise in compliance with the conditions entitling him to such benefits: Provided further that such member shall not be entitled to sick pay.

11. CONTRIBUTIONS

(1) The Fund shall be financed by the moneys standing to the credit of the Fund at the date of this Agreement and by weekly or monthly contributions to be made by employers and employees, in accordance with the scales and procedures prescribed in this clause.

(2) *Employees' contributions.*—(a) *Weekly-paid employees.*—Every employee who is a member of the Fund shall make weekly contributions to the Fund which shall be deducted from his weekly remuneration by his employer in accordance with the following scale:

Amount of ordinary weekly wage	Amount of weekly contributions to be deducted
	c
Up to and including R30.....	24
Over R30 but not exceeding R35.....	48
Over R35 but not exceeding R45.....	72
Over R45.....	96

(b) *Monthly-paid employees.*—Every employee who is a member of the Fund shall make monthly contributions to the Fund which shall be deducted from his monthly remuneration by his employer in accordance with the following scale:

Amount of ordinary monthly wage	Amount of monthly contributions to be deducted
	R c
Up to and including R130.....	1,04
Over R130 but not exceeding R152.....	2,08
Over R152 but not exceeding R195.....	3,12
Over R195.....	4,16

(3) When a member who is weekly-paid or a monthly-paid employee is employed for less than eight hours in any one week, the deductions from his wages, as prescribed by subclause (2) shall not be made for that particular week, but such deductions shall be made in all other cases.

(4) *Employees on leave.*—When a member is on paid leave, his contributions shall be continued as if he were still working, and for that purpose the employer shall make the necessary deductions from his leave pay.

(5) *Employers contributions.*—To each amount deducted by the employer from the remuneration of his employees in pursuance of subclauses (2), (3) and (4), the employer shall as and for his contribution add an equal amount.

(6) 'n Werkgewer mag, met die onderlinge toestemming van sy werknemers vir wie lone nie in die Hoofooreenkoms voorgeskryf is nie, aansoek doen na die Fonds vir lidmaatskap ten opsigte van sodanige werknemers (of enige van hulle). Indien die Bestuurskomitee enige sodanige werknemer as lid toelaat, sal die bepalings van hierdie ooreenkoms *mutatis mutandis* bindend wees op sodanige werknemer en sy werk-gewer.

10. BEÏNDIGING VAN LIDMAATSKAP

(1) Die Bestuurskomitee het die reg om die lidmaatskap te beëindig van 'n lid wat hom skuldig maak aan drankmisbruik, onmatigheid of onsedelikheid: Met dien verstande dat so 'n besluit gegrond moet wees op bevestigende getuienis van 'n geregistreerde mediese praktisyn.

(2) Die beëindiging van lidmaatskap ingevolge subklousule (1) word van krag met ingang van die datum waarop die sekretaris van die Fonds skriftelik kennis daarvan aan die betrokke lid gee. Eise om bystand wat tot op daardie datum opgeloopt het, moet deur die Fonds betaal word, maar geen eis na die datum van sodanige kennisgewing word oorweeg nie.

(3) Daar kan by die Raad appèl aangeteken word teen 'n besluit van die Bestuurskomitee kragtens subklousule (1). Dié Raad moet die appèl aanhoor en kan dié ondersoek instel en dié getuienis aanhoor wat hy goedgevind en moet 'n beslissing vel wat finaal is.

(4) Behoudens klousule 9 (5), word lidmaatskap van 'n werknemer beëindig sodra hy nie meer in die Nywerheid in diens is nie: Met dien verstande dat 'n werknemer gedurende 'n tydperk van werkloosheid onmiddellik na sy diens in die Nywerheid hoogstens 13 weke lank in aanmerking kom vir bystand uit die Fonds as hy andersins voldoen aan die voorwaardes waarop hy op dié bystand geregtig is: Voorts met dien verstande dat so 'n lid nie op siektebesoldiging geregtig is nie.

11. BYDRAES

(1) Die Fonds word gefinansier deur die geld wat in die krediet van die Fonds staan op die datum van hierdie Ooreenkoms en deur weeklikse of maandelikse bydraes wat werkgewers en werknemers moet betaal ooreenkomstig die skale en prosedure in hierdie klousule voorgeskryf.

(2) *Bydraes van werknemers.*—(a) *Werknemers wat weekliks besoldig word.*—Elke werknemer wat 'n lid van die Fonds is, moet weekliks tot die Fonds bydra en dié bydraes moet deur sy werkgever van sy weekloon afgetrek word ooreenkomstig die volgende skaal:

Gewone loon	Weeklikse bydraes wat afgetrek moet word
	c
Tot en met R30.....	24
Meer as R30 maar hoogstens R35.....	48
Meer as R35 maar hogstens R45.....	72
Meer as R45.....	96

(b) *Werknemers wat maandeliks besoldig word.*—Elke werknemer wat 'n lid van die Fonds is, moet maandeliks tot die Fonds bydra en dié bydraes moet deur sy werkgever van sy maandloon afgetrek word ooreenkomstig die volgende skaal:

Gewone maandloon	Maandelikse bydraes wat afgetrek moet word
	R c
Tot en met R130.....	1,04
Meer as R130 maar hoogstens R152.....	2,08
Meer as R152 maar hoogstens R195.....	3,12
Meer as R195.....	4,16

(3) Wanneer 'n lid wat weekliks of maandeliks betaal word, minder as agt uur in 'n bepaalde week in diens is, mag die bydrae wat van sy loon afgetrek word soos in subklousule (2) voorgeskryf, nie ten opsigte van daardie bepaalde week afgetrek word nie, maar dié bydraes moet in alle ander gevalle afgetrek word.

(4) *Werknemers met verlof.*—Wanneer 'n werknemer met verlof met besoldiging is, moet hy voortgaan om by te dra asof hy nog steeds werk en die werkgever moet vir dié doel die nodige bedrae van sy verlofbesoldiging aftrek.

(5) *Bydraes van werkgewers.*—Die werkgever moet by elke bedrag wat hy van die besoldiging van sy werknemers ooreenkomstig subklousules (2), (3) en (4) aftrek, 'n gelyke bedrag as sy bydrae byvoeg.

(6) *Remittance of contributions.*—Every employer shall remit the total sum of contributions from himself and his employees within each calendar month in pursuance of sub-clauses (2), (3), (4) and (5), together with a statement in the form of Annexure A to this Agreement with such variations as the circumstances require, duly completed and signed by him, by the 15th day of the following month to the secretary of the Fund at P.O. Box 4581, Johannesburg, 2000, or to such other address as the employer may be notified, in writing, by the secretary.

12. MINIMUM BENEFITS

A member of the Fund shall be entitled to the following minimum benefits, subject to the provisions of clauses 13 and 14 of this Agreement:

(1) *Medical attention.*—Medical attention, including the cost of X-ray examinations, operations (including ophthalmic operations), injections, specialists' examinations, anaesthetist's fees, hospital and nursing home fees. The total amount of benefits payable to or on behalf of a member in pursuance of this clause shall not exceed R750 within one calendar year: Provided that during the first year of membership the total value of such benefits shall be proportionate to the unexpired portion of the year as from the date of admission of the employee to membership of the Fund calculated according to the number of completed weeks of employment of the employee concerned.

(2) *Optical benefit.*—The supply of optical lenses on the prescription of the eye specialists of the Fund and dispensed by opticians appointed by the Fund and a refund of R10 towards the cost of spectacle frames. This benefit shall exclude the supply of spectacle cases, sunglasses and contact lenses and shall also exclude repairs to spectacles or replacement occasioned by loss, theft or destruction.

(3) *Dental services.*—Refunds in respect of dental services, excluding gold inlays and fillings, crown and bridge work, surgical or metal and cast dentures up to a maximum of R100 in any calendar year. The fee for dental anaesthesia shall be included in the amount allowed for this benefit.

(4) *Medicines, etc.*—Supplies of medicines, drugs, ointments, bandages and lotions upon the authority of a prescription signed by a medical officer of the Fund, shall be provided free.

(5) *Sick pay.*—(a) Sick pay in respect of any period or periods during which such member is incapacitated by illness or injury and thereby precluded from earning his wages, in accordance with the following scale, but not exceeding in the aggregate during any one calendar year the maximum amount to which the member would be entitled in terms of the following scale:

(i) If a member's incapacity does not exceed one day, including non-working days, no sick pay shall be payable;

(ii) if a member's incapacity in an unbroken period exceeds one working day but does not exceed 12 working days, such member shall be entitled to payment in respect of each working day absent from work of an amount equivalent to 80 per cent of the amount which he would have earned on such days, subject to the proviso that no member shall be entitled to receive more than R58 per week;

(iii) if incapacity exceeds 12 working days, sick pay shall be granted in accordance with subparagraph (ii) in respect of the first 12 working days and thereafter in respect of each full day on which the employee would ordinarily have worked to the extent of a further period not exceeding 25 working days at 40 per cent of the amount he would have earned on such days.

(b) For the purposes of subparagraphs (ii) and (iii) the daily wage of an employee shall be determined as follows:

Weekly-paid employees: The ordinary weekly remuneration of the member divided by five.

Monthly-paid employees: The ordinary monthly remuneration of the member divided by four and one-third, and then by five, i.e.

Monthly remuneration

$4\frac{1}{3} \times 5.$

(6) Death benefit.

(a) On the death of a member of the Fund and on production of a death certificate, the Fund shall immediately donate and pay forthwith the amount of the benefit prescribed in paragraph (b) below to his duly appointed nominee.

(6) *Stuur van bydraes.*—Elke werkgewer moet elke kalendermaand die totale bedrag van sy eie bydraes en dié van sy werknemers, soos voorgeskryf in subklousules (2), (3), (4) en (5), tesame met 'n staat in die vorm van Aanhangsel A van hierdie Ooreenkoms, met dié veranderings wat omstandighede mag vereis, behoorlik deur hom ingevul en onderteken, teen dié 15de dag van die daaropvolgende maand stuur aan die sekretaris van die Fonds, Posbus 4581, Johannesburg, 2000, of aan dié ander adres waarvan die sekretaris die werkgewer skriftelik in kennis gestel het.

12. MINIMUM BYSTAND

Behoudens klousules 13 en 14 van hierdie Ooreenkoms, is 'n lid van die Fonds geregtig op die volgende minimum bystand:

(1) *Geneeskundige behandeling.*—Geneeskundige behandeling, met inbegrip van die koste van X-straalondersoeke, operasies (met inbegrip van oogoperasies), inspuitings, ondersoeke deur spesialiste, narkotiseursgelde, hospitaal- en verpleeginrigtinggelde. Die totale bystand wat ooreenkomstig hierdie klousule aan of ten behoeve van 'n lid betaalbaar is, mag hoogstens R750 binne een kalenderjaar bedra: Met dien verstande dat die totale waarde van dié bystand gedurende die eerste jaar lidmaatskap in verhouding moet wees tot die onverstreke gedeelte van die jaar wat strek vanaf die datum waarop die werknemer as lid tot die Fonds toegelaat is, en dié bystand moet bereken word volgens die getal voltooide weke diens van die betrokke werknemer.

(2) *Gesigkundige bystand.*—Die verskaffing van optiese lense voorgeskryf deur die oogspesialiste van die Fonds en gemaak deur oogkundiges aangestel deur die Fonds en 'n terugbetaling van R10 vir die bestryding van die koste van die brilrame. Hierdie bystand sluit nie die verskaffing van brilhuissies, sonbrille en kontaklense in nie en ook nie die herstel of vervanging van brille veroorsaak deur verlies, diefstal of vernietiging nie.

(3) *Tandheelkundige dienste.*—Terugbetalings ten opsigte van tandheelkundige dienste, uitgesonderd goudinlegsele en -vulsels, kroon- en brugwerk, chirurgiese of metaal- en gegote kunsgebite, wat hoogstens R100 in 'n bepaalde kalenderjaar mag bedra. Die koste van tandheelkundige narkose word ingesluit in die bedrag wat vir hierdie bystand toegestaan word.

(4) *Medisyne, ens.*—Medisyne, verdowingsmiddels, salwe, verbande en smeermiddels word gratis verskaf op gesag van 'n voorskrif onderteken deur 'n mediese beampte van die Fonds.

(5) *Siektebesoldiging.*—(a) Siektebesoldiging ooreenkomstig onderstaande skaal ten opsigte van 'n tydperk of tydperke waarin so 'n lid weens siekte of besering nie in staat is om sy loon te verdien nie, maar die siektebesoldiging mag gedurende een bepaalde kalenderjaar altesaam hoogstens die maksimum bedrag bedra waarop 'n lid ooreenkomstig die volgende skaal geregtig sou gewees het:

(i) As 'n lid hoogstens een dag, met inbegrip van dae waarop daar nie gewerk word nie, ongeskik is, is geen siektebesoldiging verskuldig nie;

(ii) as 'n lid in 'n ononderbroke tydperk meer as een werkdag maar hoogstens 12 werkdag ongeskik is, is so 'n lid geregtig op die betaling van 'n bedrag ten opsigte van elke werkdag wat hy van die werk afwesig is, gelyk aan 80 persent van die bedrag wat hy op dié dae sou verdien het: Met dien verstande dat geen lid daarop geregtig is om meer as R58 per week te ontvang nie;

(iii) as hy meer as 12 werkdag ongeskik is, moet hy siektebesoldiging ontvang ooreenkomstig subparagraaf (ii) ten opsigte van die eerste 12 werkdag en daarna teen 40 persent van die bedrag wat hy op dié dae sou verdien het, ten opsigte van elke volle dag waarop die werknemer gewoonlik sou gewerk het en wel vir 'n verdere tydperk van hoogstens 25 werkdag.

(b) Vir die toepassing van subparagrafe (ii) en (iii), word die dagloon van 'n werknemer soos volg bepaal:

Werknemers wat weekliks betaal word: Die gewone weekloon van die lid, gedeel deur vyf.

Werknemers wat maandeliks betaal word: Die gewone maandloon van die lid, gedeel deur vier en een-derde, en dan deur vyf, dit wil sê:

Maandloon

$4\frac{1}{3} \times 5.$

(6) Sterftebystand.

(a) As 'n lid van die Fonds te sterwe kom en daar 'n doodsertifikaat getoon word, moet die Fonds onmiddellik die bedrag van die bystand voorgeskryf in paragraaf (b) hieronder aan sy behoorlik aangestelde benoemde skenk en betaal.

(b) The amount of the death benefit shall be R150, subject to the deceased member having been employed in the Industry for at least three years at the date of death.

(c) Each member shall nominate in the manner prescribed in paragraph (e) below the person or persons (all being included in the designation "nominee") whom he desires to receive the said benefit upon his death, and such nominee need not necessarily be a dependant.

(d) A printed form for the purpose of making such nominations, shall be prescribed by the Management Committee and shall be made available to members.

(e) The member making his nomination shall fill in the particulars indicated in the said form and shall sign it at the foot thereof in the presence of two witnesses who shall at the same time also sign the nomination form.

(f) Forthwith upon the member completing his nomination from he shall lodge it with the secretary of the Fund at the office of the Fund, and the secretary shall be responsible for the safe custody of all nomination forms so lodged.

(g) A member may change his nominee at any time by duly completing and lodging another nomination form, whereupon his prior nomination form shall be returned to him, which he shall then destroy in the presence of the secretary or the person acting in place of the secretary.

(h) If more than one nominee has been appointed by a member, then upon his death the amount of the benefit payable from the Fund shall be divided equally among such nominees and paid out to them accordingly.

(i) If a nominee appointed by a member cannot be traced within six months from the date of death of a member, or if a member dies without having completed and/or lodged a nomination form in terms of paragraphs (e) and (f) above, the death benefits shall be paid to the deceased's estate.

(7) *Maternity benefit.*—A maternity benefit shall be payable to a female member: Provided that she has had at least 12 months service in the Chemical Manufacturing Industry prior to the date of ceasing work for the confinement: Provided further that she did not relinquish employment until 18 weeks before the estimated date of the child's birth, unless a medical certificate is produced to prove the necessity of leaving work earlier, on the following basis:

First claim on production of a birth certificate: R50.

Second and subsequent claims on production of a birth certificate: R30.

13. LIMITATION OF BENEFITS

(1) A member shall not be entitled to any of the benefits prescribed by clause 12 of this Agreement until he has completed 13 weeks of employment in the Industry and subject to his having contributed the obligatory amount to the Fund for a total period of 13 weeks, if he is a weekly-paid employee or for a total period of three months, if he is a monthly-paid employee, subject however, to the provisions of subclause (2).

(2) When the membership of an employee has terminated in pursuance of clause 10 (4) and he has within six calendar months thereafter again become a member in terms of clause 9 by reason of his re-employment in the Industry, he shall, after he has again contributed to the Fund for a total period of four weeks, if he is a weekly-paid employee, or for a total period of one month, if he is a monthly-paid employee, from the date of resumption of membership be entitled to benefits as if his membership had not been so terminated.

(3) If the circumstances which give rise to a claim by a member to benefits under clause 12 also give, or can reasonably be deemed to give, rise to a claim by such member for—

(a) compensation under the Workmen's Compensation Act for the time being in force; or

(b) damages resulting from a motor vehicle or motor cycle accident;

for or in respect of any item of compensation or damage which is included within the benefits specified in the said clause, such member shall not be entitled to claim upon the Fund until he has pursued such claim for compensation or damages to judgment or until such claim has been settled by agreement, and the amount of any such judgment in favour of such member or the amount payable to him in terms of any such settlement or in terms of the Workmen's Compensation Act, 1941, shall be deducted from the total amount of benefits payable to him under the said clause.

(b) Die sterftbystand bedra R150 mits die afgestorwe lid ten tyde van sy dood minstens drie jaar lank in die Nywerheid in diens was.

(c) Elke lid moet op die wyse voorgeskryf in paragraaf (e) hieronder, die persoon of persone (wat almal in die benaming "benoemde" ingesluit word) benoem aan wie hy die bedoelde bystand by sy afsterwe wil laat toekom en so 'n benoemde hoef nie noodwendig 'n afhanklike te wees nie.

(d) 'n Gedrukte vorm vir die benoeming van dié persone moet deur die Bestuurskomitee opgestel en aan die lede beskikbaar gestel word.

(e) Die lid wat 'n persoon benoem, moet die besonderhede wat op die bedoelde vorm aangedui word, invul en onderaan onderteken in die teenwoordigheid van twee getuies wat terselfdertyd ook die benoemingsvorm moet onderteken.

(f) Sodra die lid sy benoemingsvorm ingevul het, moet hy dit by die sekretaris van die Fonds by die kantoor van die Fonds indien, en die sekretaris is verantwoordelik vir die veilige bewaring van alle benoemingsvorme wat aldus ingedien word.

(g) 'n Lid mag te eniger tyd 'n ander persoon benoem deur 'n ander benoemingsvorm behoorlik in te vul en in te dien, en in so 'n geval moet sy vorige benoemingsvorm aan hom teruggegee word. Hy moet dit dan vernietig in die teenwoordigheid van die sekretaris of die persoon wat namens die sekretaris optree.

(h) As 'n lid meer as een persoon benoem het, word die bystand wat uit die Fonds betaalbaar is, by sy afsterwe gelykop tussen dié benoemdes verdeel en dienoreenkomstig aan hulle betaal.

(i) As 'n persoon wat deur 'n lid benoem is, nie binne ses maande vanaf die datum van die afsterwe van 'n lid opgespoor kan word nie, vervall die sterftbystand of as 'n lid te sterwe kom voordat hy 'n benoemingsvorm ingevolge paragrafe (e) en (f) hierbo ingevul en/of ingedien het, sal die sterftbystand aan die oorledene se boedel betaal word.

(7) *Kraambystand.*—Kraambystand is aan 'n vroulike lid betaalbaar: Met dien verstande dat sy minstens 12 maande diens in die Chemikalieënywerheid gehad het voor die datum waarop sy haar dienste staak vir die bevalling: Voorts met dien verstande dat sy nie haar diens gestaak het voor 18 weke voor die geraamde geboorte van die kind nie, tensy 'n mediese sertifikaat ingedien word ter bewys van die noodsaaklikheid dat haar diens vroeër gestaak moet word, op die volgende grondslag:

Eerste eis by voorlegging van 'n geboortesertifikaat: R50.

Tweede en latere eise by voorlegging van 'n geboortesertifikaat: R30.

13. BEPERKING VAN BYSTAND

(1) Behoudens subklousule (2) is 'n lid nie geregtig op bystand voorgeskryf in klousule 12 van hierdie Ooreenkoms nie totdat hy 13 weke diens in die nywerheid voltooi het en mits hy die verpligte bedrag tot die Fonds bygedra het ten opsigte van 'n tydperk van altesaam 13 weke, as hy 'n werknemer is wat weekliks betaal word, of ten opsigte van 'n tydperk van altesaam drie maande, as hy 'n werknemer is wat maandeliks betaal word.

(2) As die lidmaatskap van 'n werknemer ingevolge klousule 10 (4) beëindig word, en as hy binne ses kalendermaande daarna weer 'n lid word ingevolge klousule 9 deurdat hy weer in die Nywerheid in diens geneem word, is hy, nadat hy weer tot die Fonds bygedra het vir 'n tydperk van altesaam vier weke as hy 'n werknemer is wat weekliks betaal word, of vir 'n tydperk van altesaam een maand as hy 'n werknemer is wat maandeliks betaal word, vanaf die datum waarop hy weer lid geword het geregtig op bystand asof sy lidmaatskap nie aldus beëindig is nie.

(3) As die omstandighede wat daartoe aanleiding gee dat 'n lid bystand eis kragtens klousule 12, ook aanleiding gee of redelikerwyse geag kan word aanleiding te gee tot 'n eis deur so 'n lid vir—

(a) skadeloosstelling kragtens die Ongevallewet wat dan van krag is; of

(b) skadevergoeding as gevolg van 'n ongeluk met 'n motorvoertuig of 'n motorfiets;

ten opsigte van 'n item van skadeloosstelling of skadevergoeding wat ingesluit is in die bystand genoem in bedoelde klousule, is so 'n lid nie daarop geregtig om 'n eis teen die Fonds in te stel nie totdat hy die hof oor so 'n eis vir skadeloosstelling of skadevergoeding laat beslis het of totdat so 'n eis by wyse van 'n ooreenkoms geskik is, en die bedrag wat so 'n hof ten gunste van so 'n lid bepaal of die bedrag wat aan hom betaalbaar is ingevolge so 'n ooreenkoms of ingevolge die Ongevallewet, 1941, moet afgetrek word van die totale bystand wat ingevolge genoemde klousule aan hom betaalbaar is.

(4) A member shall not be entitled to sick pay in terms of clause 12 in respect of any period of either paid or unpaid leave.

(5) A member shall not be entitled to any benefit if the Management Committee decides upon reasonable cause that the member's claim to benefit arises from malingering or that such claim arises from illness or injury resulting from the commission of or attempt to commit a crime or resulting from insobriety, intemperance, immorality, venereal disease, riotous or unlawful disorderly conduct or any other misconduct or wilfulness, participation in professional sport, racing by means of automobile, motor cycle, motor boat or any other motor-propelled vehicle, flying in any capacity other than as a fare-paying passenger or wilful refusal to carry out the advice or instructions of the medical officer of the Fund or a legally qualified medical practitioner to whom the member has been referred by the medical officer of the Fund.

(6) The benefits prescribed in clause 12 (1), (2), (3) and (4) shall not include artificial limbs or artificial eyes, or any expenses in connection with obstetric cases. The provision of surgical or medical appliances shall be at the discretion of the Management Committee.

(7) No claims for benefit or any portion thereof in pursuance of clause 12 (1), (2), (3) and (4) shall be paid by the Fund unless made within three months of the date of the contraction of liability in respect of which such claim is made, and unless supported by a proper statement of account in respect of such liability; and no claim for sick pay in pursuance of clause 12 (5) shall be paid by the Fund if not made within three months of the first day of incapacity.

(8) A member shall not be entitled to sick pay as prescribed by clause 12 (5) if he is entitled to payment from his employer in terms of a contract of employment of his ordinary wages during the period in respect of which sick pay is claimed.

(9) Only expenses incurred in pursuance of treatment by the duly appointed practitioners of the Fund shall be paid by the Fund: Provided, however, that within its discretion, the Management Committee may accept liability where members in an emergency, or while away from their normal place of residence, on annual leave or for some other lawful reason, incur medical or other expenses within the contemplation of this clause with practitioners other than those appointed by the Management Committee.

14. CESSATION OF BENEFITS

Benefits from the Fund shall cease whenever the total amount of the Fund's investment, cash on savings deposits, cash on fixed deposits or deposits at call, cash at bank on current account, and cash in hand falls below the sum of R1 500 and thereafter benefits shall not recommence until such total amount has risen to the sum of R2 000.

15. ARBITRATION IN DISPUTES

When any dispute arises between a member of the Fund and the Management Committee concerning any claim for benefits, contributions payable by the member, rights and obligations of the member in relation to the Fund, the interpretation of the provisions of this section of the rules of the Fund, or any other matter arising out of the provisions of this section or the rules of the Fund [except any dispute arising out of any decision of the Management Committee in pursuance of clause 10 (1)], and such dispute is not settled by agreement within two months from the date upon which it arose, the dispute shall be referred to the Council and shall be dealt with *mutatis mutandis* in accordance with the procedure laid down in clause 12 of the Council's constitution.

16. LIQUIDATION

(1) In the event of the expiry of this Agreement by effluxion of time or from any other cause, the Fund shall continue to be administered by the Management Committee until the assets of the Fund are exhausted, or until the Fund is transferred to or amalgamated with any other fund constituted for purposes similar to those for which the Fund was created: Provided that in the event of this Agreement not being renewed or the Fund not being transferred as set out above within 12 months of the expiry of this Agreement, the Fund shall be liquidated as provided for in subclause (4).

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee shall continue to administer the Fund and the

(4) 'n Lid is nie geregtig op siektebesoldiging kragtens klousule 12 ten opsigte van 'n verloftydperk met of sonder besoldiging nie.

(5) 'n Lid is nie op bystand geregtig nie as die Bestuurskomitee op redelike gronde besluit dat die lid se eis om bystand voortspruit uit die voorwending van siekte of uit siekte of besering wat die gevolg is van 'n misdaad of 'n poging tot misdaad of van drankmisbruik, onmatigheid, onsedelikheid, geslagsiekte, oproerige of onwettige wanordelike gedrag of enige ander wangedrag of moedswilligheid, deelname aan professionele sport, wedrenne met 'n motorkar, motorfiets, motorboot of ander motorvoertuig, vlieg in 'n ander hoedanigheid as dié van 'n passasier wat reisgeld betaal of opsetlike weiering om die advies of voorskrifte te volg van die mediese beampte van die fonds of 'n wetlike gekwalifiseerde mediese praktisyn na wie die lid deur die mediese beampte van die Fonds verwys is.

(6) Die bystand voorgeskryf in klousule 12 (1), (2), (3) en (4) sluit nie kunsledemate of -oë of enige koste in verband met verloskundige gevalle in nie. Chirurgiese of mediese apparaat mag na goedvinde van die Bestuurskomitee verskaf word.

(7) Geen eis vir bystand of 'n gedeelte daarvan kragtens klousule 12 (1), (2), (3) en (4) word deur die Fonds betaal nie, tensy dit ingestel word binne drie maande vanaf die datum waarop die aanspreeklikheid aangegaan is ten opsigte waarvan dié eis ingestel word en tensy dit gestaaf word deur 'n behoorlike rekening ten opsigte van so 'n aanspreeklikheid. Geen eis vir siektebesoldiging kragtens klousule 12 (5) word deur die Fonds betaal nie, tensy dit binne drie maande van die eerste dag van ongeskiktheid ingestel word.

(8) 'n Lid is nie op siektebesoldiging soos voorgeskryf in klousule 12 (5) geregtig nie indien hy daarop geregtig is dat sy werkgever hom gedurende die tydperk ten opsigte waarvan siektebesoldiging geëis word, ingevolge sy dienskontrak sy gewone loon moet betaal nie.

(9) Slegs uitgawes wat aangegaan is in verband met behandeling deur die behoorlik aangestelde praktisyns van die Fonds, word deur die Fonds betaal: Met dien verstande egter dat die Bestuurskomitee na sy goedvinde aanspreeklikheid kan aanvaar waar lede in 'n noodgeval of terwyl hulle van hul gewone verblyfplek afwesig is met jaarlikse verlof of om 'n ander wettige rede, mediese of ander uitgawes binne die bestek van hierdie klousule aangaan by ander praktisyns as dié wat deur die Bestuurskomitee aangestel is.

14. STAKING VAN BYSTAND

Bystand uit die Fonds word gestaak sodra die Fonds se beleggings, kontant op spaar-, vaste of oproepdeposito's, kontant in 'n lopende bankrekening en kontant voorhande tot altesaam minder as R1 500 daal en die betaling van bystand word nie daarna hervat nie totdat dié bedrag tot altesaam R2 000 gestyg het.

15. ARBITRASIE VAN GESKILLE

As daar 'n geskil tussen 'n lid van die Fonds en die Bestuurskomitee ontstaan oor 'n eis om bystand, bydraes betaalbaar deur die lid, regte en verpligtinge van die lid met betrekking tot die Fonds, die uitleg van die bepalings van hierdie Ooreenkoms van die Fonds se reëls of oor enige ander saak wat voortspruit uit die bepalings van hierdie Ooreenkoms of die reëls van die Fonds [uitgesonderd 'n geskil wat voortspruit uit 'n besluit van die Bestuurskomitee ingevolge klousule 10 (1)], en so 'n geskil nie binne twee maande vanaf die datum waarop dit ontstaan het, by wyse van ooreenkoms geskik word nie, moet die geskil na die Raad verwys word en *mutatis mutandis* behandel word ooreenkomstig die procedure voorgeskryf in klousule 12 van die Raad se konstitusie.

16. LIKWIDASIE

(1) Ingeval hierdie Ooreenkoms weens die verloop van tyd of om 'n ander rede verval, moet die Bestuurskomitee voortgaan om die Fonds te administreer totdat die bates van die Fonds uitgeput is of totdat die Fonds oorgedra word na of geamalgameer word met 'n ander Fonds wat ingestel is vir dieselfde doeleindes as dié waarvoor die Fonds in die lewe geroep is: Met dien verstande dat as hierdie Ooreenkoms nie hernieu word nie of die Fonds nie binne 12 maande vanaf die verstrekking van hierdie Ooreenkoms oorgedra word soos hierbo uiteengesit nie, die Fonds gelikwadeer moet word soos in subklousule (4) voorgeskryf.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge die Wet, moet die Bestuurskomitee voortgaan om die Fonds te administreer en die lede van die

members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives in the membership of the Committee.

(3) In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. Should the Council be no longer in existence as at the date of expiry of this Agreement the Fund shall be liquidated in the manner set forth in subclause (4) below and if upon the expiry of the Agreement, the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(4) Upon the liquidation of the Fund in terms of subclause (1) above, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council.

17. EXEMPTIONS

The Council may, on the recommendation of the Management Committee or on its own decision, grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

18. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters, in both the official languages of the Republic.

Signed at Johannesburg on behalf of the parties on this 16th day of October 1978.

A. RIMER, Chairman of the Council.

G. E. ARMFIELD, Vice-Chairman of the Council.

W. A. WATTS, Secretary of the Council.

Komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan vir dié doel te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan deur die Registrateur uit die geledere van die werkgewers of werknemers in die Nywerheid, na gelang van die geval, gevul mag word ten einde 'n gelyke getal werkgewers- en werknemersverteenvoorders in die Komitee te verseker.

(3) Ingeval so 'n Komitee nie in staat is nie of onwillig is om sy pligte te vervul of as daar 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en dié trustee of trustees het al die bevoegdhede van die Komitee vir dié doel. Indien die Raad nie meer bestaan wanneer hierdie Ooreenkoms verval nie, moet die Fonds gelikwider word op die wyse voorgeskryf in subklousule (4) hieronder, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(4) By die likwidasie van die Fonds ingevolge subklousule (1) hierbo, moet die geld wat nog in die krediet van die Fonds staan na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, in die fondse van die Raad gestort word.

17. VRYSTELLINGS

Die Raad kan, op aanbeveling van die Bestuurskomitee of na sy eie goedvinde, vrystelling verleen van enigeen van die bepalinge van hierdie Ooreenkoms op die voorwaardes en vir die tydperk wat hy mag bepaal.

18. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n opvallende plek op sy perseel 'n kopie van hierdie Ooreenkoms, in die vorm voorgeskryf in die regulasies ingevolge die Wet, in 'n leesbare skrif in albei amptelike tale van die Republiek, opplak en opgeplak hou.

Namens die partye op hede die 16de dag van Oktober 1978 te Johannesburg onderteken.

A. RIMER, Voorsitter van die Raad.

G. E. ARMFIELD, Ondervoorsitter van die Raad.

W. A. WATTS, Sekretaris van die Raad.

STATEMENT OF CONTRIBUTIONS.

ANNEXURE A

CHEQUES PAYABLE TO: INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY

P.O. Box 4581, Johannesburg, 2000

Date.....

Telephone 23-5795

Telephone.....

Name of firm..... Address..... No. of weeks.....

Contributions for month of.....19..... Period from.....to.....

Reg. No.	Race	Name in full (in blockletters)		Date entered service (new employees only)	Date left service	Occupation of employee	Weekly-paid employees							Monthly-paid employees	
							Wages per week	Attendances—weeks					Total weeks	Total R c	Wages per month
		Surname	First name					1st	2nd	3rd	4th	5th			

Contributions must be forwarded to the above address not later than the 15th day of the month following the month for which the return is rendered.

Employees' contributions (A and B) R..... (A) Total R..... (B) Total R.....

Employers' contributions..... R.....

Total remitted herewith..... R.....

BYDRAESTAAT.

AANHANGSEL A

TJEKS BETAALBAAR AAN: NYWERHEIDSRAAD VIR DIE TRANSVAALSE CHEMIKALIEËNYWERHEID

Posbus 4581, Johannesburg, 2000

Datum.....

Telefoon 23-5795

Telefoon.....

Naam van firma..... Adres..... Getal weke.....

Bydraes vir die maand.....19..... Tydperk vanaf.....tot.....

Reg. No.	Ras	Naam voluit (in blokletters)		Datum van toetreding tot diens (slegs nuwe werknemers)	Datum van uitreding uit diens	Beroep van werknemer	Werknemers wat weekliks betaal word								Werknemers wat maandeliks betaal word	
							Weekloon	Bywoning—weke					Totale getal weke	Totaal R c		
		1ste	2de					3de	4de	5de	Maandloon	Totaal R c				
		Familienaam	Voornaam													

Bydraes moet voor of op die 15de dag van die maand wat volg op die maand waarvoor hierdie opgawe ingedien word, aan bostaande adres gestuur word.

Bydraes van werknemers (A en B) R..... (A) Totaal R..... (B) Totaal R.....

Bydraes van werkgewers..... R.....

Totale bedrag hierby aangestuur R.....

No. R. 854

27 April 1979

INDUSTRIAL CONCILIATION ACT, 1956

CHEMICAL MANUFACTURING INDUSTRY, WITWATERSRAND AND PRETORIA.—CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 1546 and R. 1547 of 8 Augustus 1975 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Labour.

No. R. 854

27 April 1979

WET OP NYWERHEIDSVERSOENING, 1956

CHEMIKALIEËNYWERHEID, WITWATERSRAND EN PRETORIA.—INTREKKING VAN GOEWERMENSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewings R. 1546 en R. 1547 van 8 Augustus 1975 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

MEMOIRS OF THE
BOTANICAL SURVEY OF
SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

MEMOIRS VAN DIE
BOTANIESE OPNAME VAN
SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Nege-en-dertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

CONTENTS

No.		Page No.	Gazette No.
Labour, Department of Government Notices			
R. 852	Industrial Conciliation Act (28/1956): Chemical Manufacturing Industry, Wit- watersrand and Pretoria: Sick Benefit Fund Agreement.....	1	6417
R. 853	Factories, Machinery and Building Work Act (22/1941): Chemical Manufacturing Industry, Witwatersrand and Pretoria: Exemption from Sick Leave Provisions....	2	6417
R. 854	Cancellation of Government Notices.....	10	6417

INHOUD

No.		Bladsy No.	Staats- koerant No.
Arbeid, Departement van Goewermentskennisgewings			
R. 852	Wet op Nywerheidsversoening (28/1956): Chemikalieënywerheid, Witwatersrand en Pretoria: Siektebystandsooreenkoms.....	1	6417
R. 853	Wet op Fabriek, Masjinerie en Bouwerk (22/1941): Chemikalieënywerheid, Wit- watersrand en Pretoria: Vrystelling van Siekteverlofbepalings.....	2	6417
R. 854	Intrekking van Goewermentskennisgewings	10	6417

