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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT GAZETTE

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[No. 2638.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.327.]

[27 Februarie 1970.]

WET OP NYWERHEIDSVERSOENING, 1956

**CHEMIKALIEËNYWERHEID, WITWATERSRAND
EN PRETORIA**

SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Chemikalieënywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die 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) en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag 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 landdrostdistrik Johannesburg [uitgesonderd Gedeelte 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.327.]

[27th February, 1970.]

INDUSTRIAL CONCILIATION ACT, 1956

**CHEMICAL MANUFACTURING INDUSTRY,
WITWATERSRAND AND PRETORIA**

SICK BENEFIT FUND AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relates to the Chemical Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisation and the trade union which entered into the 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) and 2, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday 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 District of Johannesburg [excluding Portion 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by African Explo-

8 wat kragtens Transportakte No. 18558/1947 die eiendom van African Explosives and Chemical Industries, Limited, is en 7.0866 morg beslaan—kyk Kaart S.G. No. A.39994/46—en daardie gedeeltes wat voor die publikasie van Goewermentskennisgewings 2448 van 3 Desember 1954, 521 van 18 Maart 1955 en 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort geval het], die landdrosdistrik Germiston (uitgesonderd die plase Modderfontein No. 3, Klipfontein No. 19 en Gedeelte A van die plaas Zuurfontein No. 18 wat die eiendom van African Explosives and Chemical Industries, Limited, is en onderskeidelik 74 morg 568 vierkante roede en 8 morg 322 vierkante roede beslaan—kyk onderskeidelik Kaart S.G. No. A.4295/12 en Kaart S.G. No. A.2216/90,—hieronder „genoemde plase” genoem), die landdrosdistrikte Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Alberton, Springs en Pretoria (met inbegrip van daardie gedeelte van die landdrosdistrik Cullinan wat voor die publikasie van Goewermentskennisgewing 970 van 30 Mei 1968 binne die landdrosdistrik Pretoria geval het) en in daardie gedeeltes van die landdrosdistrik Kempton Park (uitgesonderd genoemde plase) wat voor die publikasie van Goewermentskennisgewing 556 van 29 Maart 1956 binne die landdrosdistrikte Johannesburg, Germiston, Boksburg en Pretoria geval het; en

- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

NYWERHEIDSRAAD VIR DIE TRANSVAALSE CHEMIKALIEËNYWERHEID

SIEKTEBYSTANDSFONDS VAN DIE CHEMIKALIEËNYWERHEID

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, aangegaan deur die

Transvaal Chemical Manufacturers' Association

aan die een kant, en die

Chemical Workers' Union

aan die ander kant

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrik Johannesburg [uitgesonderd Gedeelte 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8, wat kragtens Transportakte No. 18558/1947 die eiendom is van African Explosives and Chemical Industries, Limited, en 7.0866

sives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7.0866 morgen—vide Diagram S.G. No. A.39994/46—and those portions which prior to the publication of Government Notices 2448 of 3 December 1954, 521 of 18 March 1955 and 1383 of 11 September 1964 fell within the Magisterial District of Roodepoort], the Magisterial District of Germiston (excluding the farms Modderfontein No. 3, Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18 owned by African Explosives and Chemical Industries, Limited, measuring 74 morgen 568 square roods and 8 morgen 322 square roods—vide Diagrams S.G. Nos. A.4295/12 and A.2216/90—respectively, hereinafter referred to as “the said farms”), the Magisterial Districts of Boksburg (excluding that portion which prior to the publication of government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg), Alberton, Springs and Pretoria (including that portion of the Magisterial District of Cullinan which prior to the publication of Government Notice 970 of 30 May 1968, fell within the Magisterial District of Pretoria) and in those portions of the Magisterial District of Kempton Park (excluding the said farms) which prior to the publication of Government Notice 556 of 29 March 1956 fell within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Pretoria; and

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday the provisions of the said Agreement, excluding those contained in clauses 1 (1) and 2, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY

CHEMICAL MANUFACTURING INDUSTRY SICK BENEFIT FUND

AGREEMENT

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

Transvaal Chemical Manufacturers' Association

of the one part, and the

Chemical Workers' Union

of the other part,

being the 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 Magisterial District of Johannesburg [excluding Portion 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7.0866 morgen,

morg beslaan—kyk kaart S.G. No. A.39994/46 en daardie gedeeltes wat voor die publikasie van Goewermenskennisgewings 2448 van 3 Desember 1954, 521 van 18 Maart 1955 en 1383 van 11 September 1964 binne die landdrostrik Roodepoort geval het], die landdrostrik Germiston, uitgesonderd die plase Modderfontein No. 3, Klipfontein No. 19 en Gedeelte A en gedeelte van plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Limited, en onderskeidelik 74 morg 568 vierkante roede en 8 morg 322 vierkante roede beslaan—kyk onderskeidelik Kaarte S.G. No. A.4295/12 en A.2216/90—en hieronder die „genoemde plase” genoem, die landdrostrikte Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing No. 1779 van 6 November 1964 binne die landdrostrik Heidelberg geval het), Alberton, Springs en Pretoria (met inbegrip van daardie gedeelte van die landdrostrik Cullinan wat voor die publikasie van Goewermenskennisgewing No. 970 van 30 Mei 1968 binne die landdrostrik Pretoria geval het) en in daardie gedeeltes van die landdrostrik Kempton Park (uitgesonderd genoemde plase) wat voor die publikasie van Goewermenskennisgewing No. 556 van 29 Maart 1956 binne die landdrostrikte Johannesburg, Germiston, Boksburg en Pretoria geval het, deur alle werkgewers wat lede van die werkgewersorganisasie en by die Chemikalieënywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging en in diens in daardie Nywerheid is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in die Hoofooreenkoms voorgeskryf word.

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 uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet op Nywerheidsversoenig, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van die Wet melding gemaak word, word ook alle wysigings daarvan bedoel. 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 ondergenoemde handelsartikels (ongeg van die groepe waarin hulle voorkom) te berei en/of te vervaardig en/of te bottel en/of toe te draai en/of te verpak in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer is of geregistreer moet word, naamlik:—

Groep A.—Ink vir skryfdoeleindes, kantoorgom.

Groep B.—Remvloeistof, bleikmiddels, leersmeer, emaljes, lakvernisse, verwe, verfverduiners, politoere, 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, geursels, insekdoders, medisinale produkte, parfuim en reukwaters, farmaseutiese preparate en toiletpreparate;

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

„werknemer” ’n werknemer in die Chemikalieënywerheid;

„Hoofooreenkoms” die Ooreenkoms van die Raad gepubliseer by Goewermenskennisgewing No. R.3908 van 12 Desember 1969 of enige daaropvolgende loonooreenkoms vir die Nywerheid.

4. VOORTSETTING VAN DIE FONDS

Die Siektebystandsfonds vir die Chemikalieënywerheid (hieronder die „Fonds” genoem) wat by Goewermenskennisgewing No. 75 van 15 Januarie 1961 gestig is, word hierby voortgesit.

5. DOELSTELLINGS

Die doelstellings van die Fonds is—

- (i) om mediese en siektebystand aan lede van die Fonds te verskaf gedurende tydperke van siekte of ongeskiktheid;
- (ii) om dié ander wettige stappe te doen wat na die mening van die Bestuurskomitee die liggaamlike gesondheid van lede sal beskerm en bevorder;
- (iii) om by die afsterwe van ’n lid geldelike bystand aan sy benoemde of benoemdes te verleen.

vide Diagram S.G. No. A.39994/46 and those portions which, prior to the publication of Government Notices 2448 of 3 December 1954, 521 of 18 March 1955 and 1383 of 11 September 1964 fell within the Magisterial District of Roodepoort], the Magisterial District of Germiston excluding the farms Modderfontein No. 3, Klipfontein No. 19 and Portion A and Portion of the farm Zuurfontein No. 18 owned by African Explosives and Chemical Industries, Limited, measuring 74 morgen 568 square roods and 8 morgen 322 square roods, vide Diagrams S.G. Nos. A.4295/12 and A.2216/90, respectively, hereinafter referred to as “the said farms”, the Magisterial Districts of Boksburg (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Alberton, Springs and Pretoria (including that portion of the Magisterial District of Cullinan which prior to the publication of Government Notice No. 970 of 30 May 1968, fell within the Magisterial District of Pretoria) and in those portions of the Magisterial District of Kempton Park (with the exclusion of the said farms) which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Pretoria, by all employers who are members of the employers’ organisation and are engaged in the Chemical Manufacturing Industry and by all employees who are members of the trade union and who are employed in that Industry.

(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 the Main Agreement.

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; 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 for 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; and

“Main Agreement” means the Agreement of the Council published under Government Notice R.3908 of the 12th December, 1969, 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 No. 75 of the 15th January, 1961, is hereby continued.

5. OBJECTS

The objects of the Fund shall be—

- (i) to provide members of the Fund with medical and sickness benefits during periods of sickness or incapacity;
- (ii) to do such other lawful things as in the opinion of the Management Committee will protect and further the physical health of members;
- (iii) to provide, upon the death of a member, a monetary benefit for his nominee or nominees.

6. BESTUUR EN ADMINISTRASIE

(i) 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 werkgewers-organisasie en drie verteenwoordigers van die vakvereniging, en dié komitee staan bekend as die „Bestuurskomitee van die Siektebystandsfonds” (hieronder die „Bestuurskomitee” genoem).

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

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

7. FINANSIËLE BEHEER

(i) Alle administrasiekoste word deur die Fonds gedra.

(ii) 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 by die kantoor van die Nywerheidsraad en kopieë daarvan moet binne drie maande na bogenoemde datum aan die Nywerheidsregistrator gestuur word.

(iii) Alle gelde 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 gelde 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.

(iv) 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 op enige ander wyse wat die Registrator goedkeur.

8. VRYWARING

Die lede van die Bestuurskomitee en die beamptes 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

(i) Alle werknemers vir wie lone in die Hofooreenkoms voorgeskryf word, moet lede van die Fonds word, uitgesonderd dié wat ingevolge hierdie Ooreenkoms uitgesit is as lede.

(ii) 'n Werknemer word geag toegelaat te wees as lid van die Fonds sodra die Sekretaris die eerste betaling van hydraes ten opsigte van so 'n werknemer ooreenkomstig klousule 11 (vi) ontvang.

(iii) Die Bestuurskomitee het die bevoegdheid om werknemers wat ingevolge subklousule (i) van hierdie klousule lede van die Fonds moet word, vry te stel van die vereiste om lid daarvan te word.

10. BEÏNDIGING VAN LIDMAATSKAP

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

(ii) Die beëindiging van lidmaatskap ingevolge subklousule (i) 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 opgeloop het, moet deur die Fonds betaal word, maar geen eis na die datum van sodanige kennisgewing, word oorweeg nie.

6. MANAGEMENT AND ADMINISTRATION

(i) The affairs of the Fund shall be administered by a sub-committee 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").

(ii) 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 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 therein prescribed.

(iii) 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

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

(ii) 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 31st December. The audited statement shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Industrial Registrar within three months after the aforementioned date.

(iii) 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.

(iv) 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) Savings accounts, permanent shares or fixed deposits in Building Societies or Banks, or in 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

(i) All employees for whom wages are prescribed in the Main Agreement shall become members of the Fund, saving those who, in terms of this Agreement, have been expelled from membership.

(ii) 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 (vi).

(iii) The Management Committee shall have the power to exempt from membership of the Fund employees required to be members in terms of sub-clause (i) of this clause.

10. TERMINATION OF MEMBERSHIP

(i) The Management Committee shall have the right to terminate the membership of a member who is of unsound temperate or immoral habits, provided that such decision shall be based on substantiating evidence from a registered medical practitioner.

(ii) Termination of membership in pursuance of sub-clause (i) 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.

(iii) Daar kan by die Raad appél aangeteken word teen 'n besluit van die Bestuurskomitee kragtens klousule 10 (i). Die Raad moet die appél aanhoor en mag dié ondersoek instel en dié getuienis aanhoor wat hy goed dink en moet 'n beslissing vel, wat finaal is.

(iv) Die lidmaatskap van 'n werknemer word 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 dertien 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

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

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

Gewone loon	Weeklikse bydraes wat afgetrek moet word	
	R	c
Tot en met R13.40	0	20
Meer as R13.40 maar hoogstens R19.10	0	30
Meer as R19.10 maar hoogstens R26.30	0	50
Meer as R26.30	0	60

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

Gewone maandloon	Maandelikse bydraes wat afgetrek moet word	
	R	c
Tot en met R58.07	0	87
Meer as R58.07 maar hoogstens R82.77	1	30
Meer as R82.77 maar hoogstens R113.97	2	17
Meer as R113.97	2	60

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

(iv) *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 werkgewer moet vir dié doel die nodige bedrae van sy verlofbesoldiging aftrek.

(v) *Bydraes van werkgewers.*—Die werkgewer moet by elke bedrag wat hy van die besoldiging van sy werknemers ooreenkomstig subklousules (ii), (iii) en (iv) van hierdie klousule afgetrek, 'n gelyke bedrag as sy bydrae byvoeg.

(vi) *Stuur van bydraes.*—Elke werkgewer moet elke kalendermaand die totale bedrag van sy eie bydraes en dié van sy werknemers, soos voorgeskryf in subklousules (ii), (iii), (iv) en (v) van hierdie klousule, tesame met 'n staat in die vorm van Aanhangsel A by hierdie Ooreenkoms, met dié veranderinge wat omstandighede mag vereis, behoorlik deur hom ingevul en onderteken, teen die vyftiende dag van die daaropvolgende maand stuur aan die Sekretaris van die Fonds, Posbus 4581, Johannesburg, 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:

(i) *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 nie meer as driehonderd en vyftig rand (R350.00) binne een kalenderjaar bedra nie: Met dien ver-

(iii) There shall be a right of appeal to the Council from any decision of the Management Committee in pursuance of Clause 10 (i). 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.

(iv) 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 thirteen weeks, if he is otherwise in compliance with the conditions entitling him to such benefits; and provided further that such member shall not be entitled to sick pay.

11. CONTRIBUTIONS

(i) 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 procedure prescribed in this clause.

(ii) *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.	
	R	c
Up to and including R13.40	0	20
Over R13.40 but not exceeding R19.10	0	30
Over R19.10 but not exceeding R26.30	0	50
Over R26.30	0	60

(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 R58.07	0	87
Over R58.07 but not exceeding R82.77	1	30
Over R82.77 but not exceeding R113.97	2	17
Over R113.97	2	60

(iii) 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 sub-clause (ii) shall not be made for that particular week, but such deductions shall be made in all other cases.

(iv) *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.

(v) *Employers' Contributions.*—To each amount deducted by the employer from the remuneration of his employees in pursuance of sub-clauses (ii), (iii) and (iv) of this clause, the employer shall as and for his contribution add an equal amount.

(vi) *Remittance of Contributions.*—Each employer shall remit the total sum of contributions from himself and his employees within each calendar month in pursuance of sub-clauses (ii), (iii), (iv) and (v) of this clause, 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, 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:

(i) *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 three hundred and fifty rand (R350.00) within one calendar year; provided

stande dat die totale waarde van dié bystand gedurende die eerste jaar lidmaatskap in verhouding moet wees tot die onverstrekte 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 voltooië weke diens van die betrokke werknemer.

- (ii) *Gesigkundige bystand*.—Die verskaffing van optiese lense voorgeskryf deur die oogspesialiste van die Fonds en gemaak deur oogkundiges aangestel deur die Fonds. Hierdie bystand sluit nie die verskaffing van brilrame en -huisies, sonbrille en kontaklense in nie, en ook nie herstelwerk aan brille of die vervanging daarvan as gevolg van verlies, diefstal of vernietiging nie.
- (iii) *Tandheelkundige dienste*.—Terugbetalings ten opsigte van tandheelkundige dienste, uitgesonderd goudinlegsels en -vulsels, kroon- en brugwerk, chirurgiese of metaal- en gegote kunsgebittes, wat hoogstens vyftig rand (R50.00) in 'n bepaalde kalenderjaar mag bedra. Die koste van tandheelkundige narkose word ingesluit in die bedrag wat vir hierdie bystand toegestaan word.
- (iv) *Medisyne, ens.*—Medisyne, verdowningsmiddels, salwe, verbande en smeermiddels word gratis verskaf op gesag van 'n voorskrif onderteken deur 'n mediese beamppte van die Fonds, behalwe dat daar van elke lid vereis word om die eerste tien sent (10c) te betaal van die koste van elke item op elke voorskrif wat berei word.
- (v) *Siektebetaling*.—Siektebetaling 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 siektebetaling mag nie altesaam gedurende een bepaalde kalenderjaar meer wees as die maksimum bedrag waarop 'n lid ooreenkomstig die volgende skaal geregtig sou gewees het nie:
- (a) As 'n lid hoogstens een dag, met inbegrip van dae waarop daar nie gewerk word nie, ongeskik is, is geen siektebetaling verskuldig nie;
- (b) as 'n lid 'n ononderbroke tydperk meer as een werkdag maar hoogstens twaalf 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 tagtig persent (80%) van die bedrag wat hy op dié dae sou verdien het: Met dien verstande dat geen lid daarop geregtig is om meer as R46.16 (ses-en-veertig rand sestien sent) per week te ontvang nie;
- (c) as hy meer as twaalf werkdag ongeskik is, ontvang hy siektebetaling ooreenkomstig paragraaf (b) ten opsigte van die eerste twaalf werkdag en daarna teen veertig persent (40%) 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 vyf-en-twintig werkdag;
- (d) vir die toepassing van paragrawe (b) en (c), word die dagloon van 'n werknemer soos volg bepaal:
- Werknemers wat per week betaal word:* Die gewone weekloon van die lid, gedeel deur vyf.
- Werknemers wat per maand betaal word:* Die gewone maandloon van die lid, gedeel deur vier en een derde, en dan deur vyf, dit wil sê

Maandloon

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

(vi) *Sterfttebystand*.

- (a) As 'n lid van die Fonds tot sterwe kom en daar 'n doodsertifikaat getoon word, moet die Fonds onmiddellik die bedrag voorgeskryf in paragraaf (b) hieronder aan sy behoorlik aangestelde benoemde skenk en betaal.
- Die sterfttebystand is nie 'n bate in die boedel van die afgestorwe lid nie, maar is die volkome eiendom van die benoemde van die afgestorwe lid.
- (b) Die sterfttebystand bedra een honderd rand (R100), 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 onderraan onderteken in die teenwoordigheid van

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.

- (ii) *Optical Benefit*.—The supply of optical lenses on the prescription of the eye specialists of the Fund and dispensed by the opticians appointed by the Fund. This benefit shall exclude the supply of spectacle frames and cases, sunglasses and contact lenses, and shall also exclude repairs to spectacles or replacement occasioned by loss, theft or destruction.
- (iii) *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 fifty rand (R50.00) in any calendar year. The fee for dental anaesthesia shall be included in the amount allowed for this benefit.
- (iv) *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, except that each member shall be required to pay the first ten cents (10c) of the cost of each item of each prescription dispensed.
- (v) *Sick Pay*.—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:
- (a) If a member's incapacity does not exceed one day, including non-working days, no sick pay shall be payable.
- (b) If a member's incapacity in an unbroken period exceeds one working day but does not exceed twelve working days, such member shall be entitled to payment in respect of each working day absent from work of an amount equivalent to eighty per cent (80%) 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 R46.16 (forty-six rand sixteen cents) per week.
- (c) If incapacity exceeds twelve working days, sick pay shall be granted in accordance with paragraph (b) in respect of the first twelve 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 twenty-five working days at forty per cent (40%) of the amount he would have earned on such days.
- (d) For the purpose of paragraphs (b) and (c) 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 five, i.e.

Monthly remuneration

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

(vi) *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.
- The death benefit shall not be an asset in the estate of the deceased member, but shall be an absolute entitlement of the nominee of the deceased member.
- (b) The amount of the death benefit shall be one hundred rand (R100), 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; 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

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 benoemingsvorms 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 dien-ooreenkomstig aan hulle betaal.
- (i) As 'n persoon wat deur 'n lid benoem is, nie binne twaalf maande vanaf die datum van die afsterwe van 'n lid opgespoor kan word nie, verval die sterftebystand.
- (j) As 'n lid tot sterwe kom voordat hy 'n benoemingsvorm ingevolge paragrawe (e) en (f) hierbo ingevul en/of ingedien het, het die Bestuurskomitee die bevoegdheid om binne twaalf maande vanaf die dood van so 'n lid die bystand wat aan so 'n lid se benoemde betaalbaar sou gewees het as so 'n lid 'n benoemingsvorm ingevul en by die Sekretaris ingedien het, na sy goedvinde aan enigeen te betaal: Met dien verstande dat so 'n betaling en die persoon aan wie dit betaal gaan word, by wyse van 'n besluit van die Raad goedgekeur moet word.
- (vii) *Kraambystand*.—'n Kraambystand van twintig rand (R20.00) is betaalbaar aan 'n vroulike lid by voorlegging van die geboortesertifikaat van haar kind: Met dien verstande dat sy minstens twaalf (12) maande lank in die Chemikalieënnywerheid werksaam was voor die datum waarop sy weens die bevalling opgehou het om te werk: Voorts met dien verstande dat sy nie opgehou het om te werk nie tot agtien (18) weke voor die berekende datum van die kind se geboorte, tensy 'n doktersertifikaat getoon word dat bewys dat dit vir haar nodig was om vroeër op te hou werk.

13. BEPERKING VAN BYSTAND

(i) Behoudens paragraaf (ii) van hierdie klousule, is 'n lid nie geregtig op bystand voorgeskryf in klousule 12 van hierdie Ooreenkoms nie totdat hy dertien 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 dertien weke, as hy 'n werknemer is wat per week betaal word, of ten opsigte van 'n tydperk van altesaam drie maande, as hy 'n werknemer is wat per maand betaal word.

(ii) As die lidmaatskap van 'n werknemer ingevolge klousule 10 (iv) 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 per week betaal word, of vir 'n tydperk van altesaam een maand as hy 'n werknemer is wat per maand betaal word, vanaf die datum waarop hy weer lid geword het geregtig op bystand asof sy lidmaatskap nie aldus beëindig is nie.

(iii) 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—

- skadeloosstelling kragtens die Ongevallewet wat dan van krag is; of
- 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, moet afgetrek word van die totale bystand wat ingevolge genoemde klousule aan hom betaalbaar is.

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

(v) 'n Lid is nie op bystand geregtig nie as die Bestuurskomitee op redelike gronde besluit dat die lid se eis om bystand voortspuit uit die voorwending van siekte of uit siekte of besering wat die gevolg is van 'n misdaad of 'n poging tot mis-

who shall at the same time also sign the nomination form.

- (f) Forthwith upon the member completing his nomination form 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 twelve months from the date of death of a member, the death benefit shall lapse.
- (j) If a member dies without having completed and/or lodged a nomination form in terms of paragraphs (e) and (f) above, the Management Committee shall have power at its discretion to pay to any person, within twelve months from the death of such member, the amount of the benefit which would have been payable to such member's nominee if such member had completed and lodged a nomination form with the secretary; provided that any such payment, and the person to whom it is to be paid, shall be approved by resolution of the Council.
- (vii) *Maternity Benefit*.—A maternity benefit of twenty rand (R20.00) shall be payable to a female member on production of the birth certificate of her child, provided that she worked for at least twelve (12) months in the Chemical Manufacturing Industry prior to the date of ceasing work for the confinement, and provided further that she did not relinquish employment until eighteen (18) weeks before the estimated date of the child's birth, unless a medical certificate is produced to prove the necessity for leaving work earlier.

13. LIMITATION OF BENEFITS

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

(ii) When the membership of an employee has terminated in pursuance of clause 10 (iv) and he was 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.

(iii) 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—

- compensation under the Workmen's Compensation Act for the time being in force; or
- 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, shall be deducted from the total amount of benefits payable to him under the said clause.

(iv) 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.

(v) 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,

daad 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 wetlik gekwalifiseerde mediese praktisyn na wie die lid deur die mediese beampte van die Fonds verwys is.

(vi) Die bystand voorgeskryf in klousule 12 (i), (ii), (iii) en (iv) 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.

(vii) Geen eis vir bystand of 'n gedeelte daarvan kragtens klousule 12 (i), (ii), (iii) en (iv) 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 (v) word deur die Fonds betaal nie, tensy dit binne drie maande van die eerste dag van ongeskiktheid ingestel word.

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

(ix) 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 mag aanvaar waar lede in 'n noodgeval of terwyl hulle van hul gewone verblyfplek afwesig is met jaarlikse verlof of om 'n ander wettig 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 eenduiseid vyfhonderd rand (R1,500.00) daal en die betaling van bystand word nie daarna hervat nie totdat dié bedrag tot altesaam tweeduiseid rand (R2,000.00) gestyg het nie.

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 bepalinge van hierdie gedeelte van die Fonds se reëls of oor enige ander saak wat voortspruit uit die bepalinge van hierdie gedeelte of die reëls van die Fonds (uitgesonderd 'n geskil wat voortspruit uit 'n besluit van die Bestuurskomitee ingevolge klousule 10 (i)), en so 'n geskil word nie binne twee maande vanaf die datum waarop dit ontstaan het, by wyse van ooreenkoms geskik nie, moet die geskil na die Raad verwys word en *mutatis mutandis* behandel word ooreenkomstig die prosedure voorgeskryf in klousule 12 van die Raad se konstitusie.

16. LIKWIDASIE

(i) 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 verstryking van hierdie Ooreenkoms oorgedra word soos hierbo uiteengesit nie, die Fonds gelikwideer moet word soos in subklousule (iv) voorgeskryf.

(ii) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Bestuurskomitee voortgaan om die Fonds te administreer en die lede van die 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 werknemersvertegenwoordigers in die Komitee te verseker.

(iii) 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

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.

(vi) The benefits prescribed in clauses 12 (i), (ii), (iii) and (iv) 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.

(vii) No claims for benefit or any portion thereof in pursuance of clauses 12 (i), (ii), (iii) and (iv) 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 (v) shall be paid by the Fund if not made within three months of the first day of incapacity.

(viii) A member shall not be entitled to sick pay as prescribed by clause 12 (v) 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.

(ix) Only expenses incurred in pursuance of treatment by the duly appointed practitioners of the Fund will 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 one thousand, five hundred rand (R1,500.00), and thereafter benefits shall not recommence until such total amount has risen to the sum of two thousand rand (R2,000.00).

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 (i)), 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

(i) 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 in subclause (iv).

(ii) 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 34 (2) of the Act, the Management Committee shall continue to administer the Fund and the 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.

(iii) 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

onprakties of onwenslik maak, mag 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 gelikwdeer word op die wyse voorgeskryf in subklousule (iv) hieronder, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwdeer 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.

(iv) By die likwidasië van die Fonds ingevolge subklousule (i) hierbo, moet die gelde wat nog in die krediet van die Fonds staan na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die fondse van die Raad gestort word.

17. VRYSTELLINGS

Die Raad mag 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 opgelak hou.

Namens die partye op hede die 16de dag van September 1969 te Johannesburg onderteken.

A. RIMER

Voorsitter van die Raad.

T. L. DE KLERK

Ondervoorsitter van die Raad.

C. A. PAPPAS

Sekretaris van die Raad.

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 expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (iv) below and if upon the expiration 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.

(iv) Upon the liquidation of the Fund in terms of sub-clause (i) 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 15th day of September, 1969.

A. RIMER

Chairman of the Council.

T. L. DE KLERK

Vice-Chairman of the Council.

C. A. PAPPAS

Secretary of the Council.

BYDRAESTAAT.

AANHANGSEL A

TJEKS BETAALBAAR AAN: NYWERHEIDSRAAD VIR DIE TRANSVAALSE CHEMIKALIEËNYWERHEID

Posbus 4581, Johannesburg.

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 uitrede uit diens	Beroep van werknemer	Werknemers wat weekliks betaal word							Werknemers wat maandeliks betaal word	
							Weekloon	Bywoning—weke.					Totale getal weke	Totaal R c	
		Van	Voornaam					1ste	2de	3de	4de	5de			

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.....

STATEMENT OF CONTRIBUTIONS

ANNEXURE A

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

P.O. Box 4581, Johannesburg.

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	
		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.....

No. R.328.]

[27 Februarie 1970.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****CHEMIKALIEËNYWERHEID, WITWATERSRAND
EN PRETORIA****SIEKTEBYSTANDSFONDSOOREENKOMS**

Ek, MARAIS VILJOEN, Minister van Arbeid, stel hierby ingevolge artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, 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 Goewermentskennisgewing R.327 van 27 Februarie 1970 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.

M. VILJOEN,
Minister van Arbeid.

No. R.328.]

[27th February, 1970.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941****CHEMICAL MANUFACTURING INDUSTRY,
WITWATERSRAND AND PRETORIA****SICK BENEFIT FUND AGREEMENT**

I, MARAIS VILJOEN, Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, 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.327 of 27th February, 1970, may be binding in terms of the Industrial Conciliation Act, 1956, hereby 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.

M. VILJOEN,
Minister of Labour.

INHOUD.

Departement van Arbeid.

GOEWERMENTSKENNISGEWINGS.

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