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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 476

1 April 1977

INDUSTRIAL CONCILIATION ACT, 1956

CHEMICAL MANUFACTURING INDUSTRY—WITWATERSRAND AND PRETORIA.—PROVIDENT 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 4 May 1977 and for the period ending 3 May 1980, 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 Agreement, excluding those contained in clauses 1 (1) (a), 2 and 11, shall be binding, with effect from 4 May 1977 and for the period ending 3 May 1980 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 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 Agreement and with effect from 4 May 1977 and for the period ending 3 May 1980, the provisions of the Agreement, excluding those contained in clauses 1 (1) (a), 2 and 11, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

58260—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 476

1 April 1977

WET OP NYWERHEIDSVERSOENING, 1956

CHEMIKALIEËNYWERHEID — WITWATERSRAND EN PRETORIA. — VOORSORGFONDSOOREENKOMS

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 4 Mei 1977 en vir die tydperk wat op 3 Mei 1980 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 die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 11, met ingang van 4 Mei 1977 en vir die tydperk wat op 3 Mei 1980 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 die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), (a), 2 en 11, met ingang van 4 Mei 1977 en vir die tydperk wat op 3 Mei 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5487—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY

PROVIDENT FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into 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 817 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] and Kempton Park [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, or employees with less than six months service in the Industry.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on 4 May 1977, or on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in operation for a period of three 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, any reference to the Act includes any amendment thereof and words importing the masculine gender include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Administrative Committee" means the Committee appointed by the Council in accordance with the provisions of clause 5 (1);

BYLAE

NYWERHEIDSRAAD VIR DIE CHEMIKALIEËNYWERHEID, TRANSVAAL

VOORSORGFONDSOOREENKOMS

ingevoel 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 werkgewers-organisasie is en deur alle werknemers wat lede van die vakvereniging is wat onderskeidelik daarby betrokke of daarin werksaam is;

(b) in die landdrostrikte Johannesburg [uitgesonderd daardie gedeelte wat voor 1 November 1970 (Goewermenskennigswing 1618 van 2 Oktober 1970) binne die landdrostrik Roodepoort geval het en Gedeelte 25 (van 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 landdrostrik Randburg wat voor 1 Januarie 1975 (Goewermenskennigswing 2152 van 22 November 1974) binne die landdrostrik 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 Kaart SC A4295/12 en Kaart SC A2216/90—hierna "genoemde plase" genoem), Boksburg [uitgesonderd daardie gedeeltes wat voor onderskeidelik 6 November 1964 en 1 Julie 1972 (Goewermenskennigswings 1779 van 6 November 1964 en 871 van 26 Mei 1972) binne onderskeidelik die landdrostrikte Heidelberg en Benoni geval het], Alberton, Springs [uitgesonderd daardie gedeelte wat voor 1 Julie 1972 binne die landdrostrik Benoni geval het maar met inbegrip van daardie gedeeltes van die landdrostrikte Benoni en Brakpan wat voor 1 Julie 1972 binne die landdrostrik Springs geval het (Goewermenskennigswing 871 van 26 Mei 1972)], Pretoria [met inbegrip van daardie gedeeltes van die landdrostrikte Cullinan, Brits en Randburg wat voor onderskeidelik 30 Mei 1968, 1 Junie 1972 en 1 Januarie 1975 (Goewermenskennigswings 970 van 30 Mei 1968, 872 van 26 Mei 1972 en 2152 van 22 November 1974), binne die landdrostrik Pretoria geval het] en Kempton Park [uitgesonderd genoemde plase en daardie gedeelte wat voor die publikasie van Goewermenskennigswing 556 van 29 Maart 1956 binne die landdrostrik Benoni geval het, maar met inbegrip van daardie gedeelte van die landdrostrik Randburg wat voor 1 Januarie 1975 (Goewermenskennigswing 2152 van 22 November 1974) binne die landdrostrik 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 Hofooreenkoms van die Chemikalieënywerheid, Witwatersrand en Pretoria.

(3) Ondanks subklousule (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 of werknemers met minder as ses maande diens in die Nywerheid van toepassing nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 4 Mei 1977 of op datum wat deur die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasgestel word en bly van krag vir 'n tydperk van drie jaar of vir sodanige tydperk as wat hy mag bepaal.

3. WOORDOMSKRYWING

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet, omvat verwysings na 'n wet alle wysings van dié wet, en omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Administratiewe Komitee" die Komitee wat deur die Raad ooreenkomstig klousule 5 (1) aangestel word;

"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 Works Act, 1946 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, benzine, caustic soda, but excluding the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of ammonia and/or benzine and/or caustic soda by the manufacturer thereof;

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

"contributor" means any employee for whom minimum wages are prescribed in the Main Agreement for the Chemical Manufacturing Industry, Witwatersrand and Pretoria, but shall not include any employee whose wages exceed R350 per month or any employee employed on a casual basis, or any employee who has had less than six months' experience but includes any person admitted to the Fund in terms of clause 6 of this Agreement; but shall not include any employee in the Industry who, owing to his conditions of employment, is a contributor to a pension fund or provident fund which has been registered by the Registrar of Pension Funds in terms of section 4 of Act 24 of 1956, and has been approved by the Secretary for Inland Revenue in terms of the provisions of the Income Tax Act, Act 58 of 1962: Provided that in the opinion of the Administrative Committee, the benefits of such other fund are, on the whole, not less favourable than the benefits provided by this Fund;

"Council" or "Industrial Council" means the Industrial Council for the Transvaal Chemical Manufacturing Industry;

"experience" means the total period or periods of employment of an employee in the Transvaal Chemical Manufacturing Industry in respect of whom wages are prescribed in the Main Agreement and shall be deemed in each contract of service to have been continuous from the time such service is terminated: Provided that, for the purpose of determining an employee's experience, employment for 20 weeks in any half-year shall be deemed to have been employment for the whole half-year;

"Fund week" means the period from midnight between Thursday and Friday to midnight between the following Thursday and Friday;

"Fund" means the Provident Fund for the Chemical Manufacturing Industry, Witwatersrand and Pretoria, provided for and established by the Industrial Council for the Chemical Manufacturing Industry, Witwatersrand and Pretoria in terms of clause 4 and herein and hereafter known as the "Transvaal Chemical Manufacturing Industry Provident Fund";

"Main Agreement" means the Agreement published under Government Notice R. 1986 of 26 October 1973 or any subsequent agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"Secretary" means the Secretary of the Council and includes any official appointed to assist the Secretary as provided for in clause 5 (5);

"trustee(s)" means the trustee(s) appointed in terms of clause 14 (2).

4. ESTABLISHMENT OF THE FUND

(1) There is hereby established a provident fund known as the Transvaal Chemical Manufacturing Industry Provident Fund, the purpose of which shall be the provision of benefits to contributors as provided in this Agreement.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of this Agreement;

(b) interest derived from the investment of any moneys of the Fund;

(c) any other sums to which the Fund may become entitled or which may be donated to the Fund.

5. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in an Administrative Committee consisting of four employees' representatives and four employees' representatives appointed by the Industrial Council for the Transvaal Chemical Manufacturing Industry.

(b) An alternate may be appointed in respect of each representative. The Administrative Committee shall elect a chairman and vice-chairman from amongst its members and shall prescribe its

"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, verfverduuners, politoer, blousel, was-soda, 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, parfuum en reukwater, farmaseutiese preparate en toiletpreparate;

"bydrae" 'n werknemer vir wie minimum lone voorgeskryf word in die Hoof-ooreenkoms van die Chemikalieënywerheid, Witwatersrand en Pretoria, maar omvat nie 'n werknemer wie se lone meer is as R350 per maand of 'n werknemer in diens op 'n los grondslag of 'n werknemer wat minder as ses maande ondervinding gehad het nie, maar omvat enigiemand wat kragtens klousule 6 van hierdie Ooreenkoms tot die Fonds toegelaat word; maar omvat nie 'n werknemer in die Nywerheid wat vanweë sy diensvoorwaardes 'n bydraer is tot 'n pensioenfonds of voorsorgfonds wat deur die Registrateur van Pensioenfonds kragtens artikel 4 van Wet 24 van 1956 geregistreer is en deur die Sekretaris van Binnelandse Inkomste kragtens die Inkomstebelastingwet, Wet 58 van 1962, goedgekeur is nie: Met dien verstande dat die bystand van sodanige ander fonds, na die mening van die Administratiewe Komitee, oor die algemeen nie minder gunstig is as die bystand wat deur hierdie Fonds verskaf word nie;

"Raad" of "Nywerheidsraad" die Nywerheidsraad vir die Chemikalieënywerheid, Transvaal.

"ondervinding" die totale dien tydperk(e) in die Transvaalse Chemikalieënywerheid van 'n werknemer vir wie lone in die Hoof-ooreenkoms voorgeskryf word en word in elke dienskontrak geag aan te loep tot wees vanaf die tyd stip waarop sodanige diens beëindig word: Met dien verstande dat ten einde 'n werknemer se ondervinding te bepaal, diens vir 20 weke in 'n halfjaar geag moet word diens vir die hele halfjaar te wees;

"Fondsweek" die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag tussen die daaropvolgende Donderdag en Vrydag;

"Fonds" die Voorsorgfonds vir die Chemikalieënywerheid, Witwatersrand en Pretoria, bepaal en ingestel deur die Nywerheidsraad vir die Chemikalieënywerheid, Witwatersrand en Pretoria, kragtens klousule 4 hiervan en hierna bekend as die "Voorsorgfonds vir die Chemikalieënywerheid van Transvaal";

"Hoof-ooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1987 van 26 Oktober 1973 of enige daaropvolgende ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf en kragtens artikel 48 van die Wet gepubliseer word;

"Sekretaris" die Sekretaris van die Raad en omvat enige beampte wat aangestel word om die Sekretaris te help soos in klousule 5 (5) bepaal;

"trustee(s)" die trustee(s) aangestel kragtens klousule 14 (2).

4. INSTELLING VAN DIE FONDS

(1) 'n Voorsorgfonds, bekend as die Voorsorgfonds vir die Chemikalieënywerheid van Transvaal, word hierby ingestel met die doel om bystand aan bydraers te verskaf soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds bestaan uit—

(a) bydraes wat kragtens hierdie Ooreenkoms in die Fonds gestort word;

(b) rente verkry uit die belegging van geld van die Fonds;

(c) enige ander bedrae waarop die Fonds geregtig mag word of wat aan die Fonds geskenk mag word.

5. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Administratiewe Komitee bestaande uit vier verteenwoordigers van die werkgewers en vier verteenwoordigers van die werknemers wat deur die Nywerheidsraad vir die Chemikalieënywerheid, Transvaal, aangestel word.

(b) 'n Plaasvervanger kan ten opsigte van elke verteenwoordiger aangestel word. Die Administratiewe Komitee kies 'n voorsitter en ondervoorsitter uit sy geledere en skryf sy eie reëls van

own rules of procedure. Should the Administrative Committee be unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(2) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority vote. Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Administrative Committee are equally divided, the matter shall be referred to the Council for a decision.

(3) All expenses incurred for the purpose of the administration of the Fund shall be a charge on the Fund.

(4) The Administrative Committee shall have the power to make, amend and alter rules governing the administration of the Fund (provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or any Act), and may on the advice of an actuary, recommend to the Council that it may alter the contributions payable to the Fund under clause 7 of this Agreement by way of an amending agreement in terms of the Act. One signed copy of any rules or amendments thereto shall be transmitted to the Secretary for Labour.

(5) The Administrative Committee shall have the power to appoint a public accountant as auditor, an actuary, a secretary and staff on such terms and conditions as it thinks fit and to vary such appointments.

(6) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. Withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Administrative Committee.

(7) As soon as possible after 31 December of each financial year the Administrative Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months preceding and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and countersigned by the chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby, be transmitted to the Secretary for Labour.

(8) The Administrative Committee shall collect all revenue and shall have the power to invest any moneys, surplus to current requirements in the name of the Fund in—

- (a) savings accounts, permanent shares or fixed deposits with registered building societies, or banks; and/or
- (b) Post Office savings accounts or certificates; and/or
- (c) Stock of the Government of the Republic of South Africa or Local Government Stock and/or the Electricity Supply Commission; and/or
- (d) National Savings Certificates; or
- (e) any other manner approved by the Registrar.

6. MEMBERSHIP

(1) The membership of the Fund shall subject to the provisions of clause 1 (2) and (3) consist of—

(a) all employees for whom minimum wages are prescribed in the Main Agreement for the Chemical Manufacturing Industry, Witwatersrand and Pretoria, but shall not include employees whose wages exceed R350 per month or an employee employed on a casual basis, or an employee with less than six months service in the Industry: Provided that an employer may, in respect of his employees employed in the Industry for whom wages are not prescribed in any agreement of the Council by mutual agreement, make application to the Fund to accept contribution from himself and those employees (or any of them) in accordance with the provisions of clause 7. Upon such applications the Administrative Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned;

(b) employees in the Industry or members of the staff of the Transvaal Chemical Manufacturers' Association and the Chemical Workers' Union or the Industrial Council for the Transvaal Chemical Manufacturing Industry who become contributors to this Fund with the consent of their employer.

(2) Any contributor who re-enters the Industry after having left and received benefits in terms of clause 8 (1) (a) hereof shall on production of evidence of previous membership of the Fund forthwith be re-admitted as a contributor but shall be regarded as a new contributor from the date of re-admission: Provided that if he repays to the Fund in cash the full amount which he received on leaving the Industry the Administrative Committee shall have the power to re-instate him with credit for his previous period as a contributor.

prosedure voor. Indien die Administratiewe Komitee om die een of ander rede nie sy pligte kan nakom nie, moet die Raad daardie pligte vervul en sy magte uitoefen.

(2) Twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers vorm 'n kworum en alle sake word deur 'n meerderheidstem beslis. Indien 'n geskil te eniger tyd ontstaan aangaande die administrasie van die Fonds waarvoor die lede van die Administratiewe Komitee gelykop verdeel is, moet die saak na die Raad vir beslissing verwys word.

(3) Alle koste wat vir die doel van die administrasie van die Fonds aangegaan word, moet deur die Fonds gedra word.

(4) Die Administratiewe Komitee het die mag om reëls in verband met die administrasie van die Fonds te maak, te wysig en te verander (met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met hierdie Ooreenkoms of enige Wet is nie) en kan op advies van 'n aktuaris by die Raad aanbeveel dat hy die bydraes, wat aan die Fonds kragtens klousule 7 van hierdie Ooreenkoms betaalbaar is, by wyse van 'n wysigingsooreenkoms ingevolge die Wet verander. Een getekende kopie van enige reëls of wysiging daarvan moet aan die Sekretaris van Arbeid gestuur word.

(5) Die Administratiewe Komitee het die mag om 'n openbare rekenmeester as ouditeur aan te stel, asook 'n aktuaris, 'n sekretaris en personeel, op sodanige voorwaardes as wat hy goedgevind en om sodanige aanstelling af te wissel.

(6) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen is. Alle geld wat onttrek word, uit die Fonds moet geskied per tjek onderteken deur diegene wat van tyd tot tyd deur die Administratiewe Komitee daartoe gemagtig word.

(7) So spoedig doenlik ná 31 Desember van elke boekjaar moet die Administratiewe Komitee 'n rekening opstel van die inkomste en uitgawes van die Fonds vir die 12 voorafgaande maande, asook 'n staat wat die Fonds se bates en laste toon, wat deur die ouditeur gesertifiseer en deur die voorsitter van die Komitee medeonderteken moet word. Die gesertifiseerde rekenings en staat en enige verslag daarvoor wat die ouditeur opgestel word, moet daarna op die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande ná die sluiting van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.

(8) Die Administratiewe Komitee moet alle inkomste insamel en het die mag om enige geld wat meer is as die huidige vereistes in die naam van die Fonds te belê in—

- (a) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bougenootskappe, of banke; en/of
- (b) Poskantoor spaarrekenings of -sertifikate; en/of
- (c) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede, en/of die Elektrisiteitsvoorsieningskommissie; en/of
- (d) Nasionale Spaarsertifikate; of
- (e) op enige ander manier wat deur die Registrateur goedgekeur word.

6. LIDMAATSKAP

(1) Behoudens klousule 1 (2) en (3) is die lede van die Fonds—

(a) alle werknemers vir wie minimum lone in die Hoof-ooreenkoms van die Chemikalieënywerheid, Witwatersrand en Pretoria, voorgeskryf word, maar sluit nie werknemers in wie se lone meer is as R350 per maand of 'n werknemer in diens op 'n los grondslag of 'n werknemer met minder as ses maande diens in die Nywerheid nie: Met dien verstande dat 'n werkgewer ten opsigte van sy werknemers in diens in die Nywerheid vir wie lone nie in enige ooreenkoms van die Raad deur onderlinge ooreenkoms voorgeskryf is nie, by die Fonds aansoek kan doen om bydraes van hom en daardie werknemers (of enigeen van hulle) ooreenkomstig klousule 7 te aanvaar. By ontvangs van sodanige aansoek kan die Administratiewe Komitee instem om bydraes van daardie werkgewer te ontvang en is die Ooreenkoms dan *mutatis mutandis* op die betrokke werkgewer en die werknemer van toepassing;

(b) werknemers in die Nywerheid of lede van die personeel van die Transvaal Chemical Manufacturers' Association en die Chemical Workers' Union of die Nywerheidsraad vir die Chemikalieënywerheid, Transvaal, wat bydraers tot hierdie Fonds geword het met die toestemming van hul werkgewer.

(2) Enige bydraer wat weer tot die Nywerheid toetree nadat hy dit verlaat het en bystand ingevolge klousule 8 (1) (a) hiervan ontvang het, moet by voorlegging van bewys van vorige lidmaatskap van die Fonds onverwyld weer as 'n bydraer toegelaat word maar word as 'n nuwe bydraer vanaf die datum van hertoelating beskou: Met dien verstande dat as hy die Fonds in kontant die volle bedrag terugbetaal wat hy ontvang het toe hy die Nywerheid verlaat het, die Administratiewe Komitee die mag het om hom as bydraer te herstel en krediet te gee vir sy vorige tydperk as bydraer.

(3) Any contributor who becomes re-engaged in the Industry before having received payment of benefit in terms of clause 8 shall immediately become disentitled to any benefits which might have been payable had he not become so re-engaged and shall have credit from his previous period as a contributor.

(4) Membership of the Fund shall cease—

(a) on the death of the contributor;

(b) six months after the date on which a contributor referred to in clause 8 (1) (a) and (e) leaves the Industry.

7. CONTRIBUTIONS

(1) Every employer shall on the pay-day of each week or month and from the first pay-day after this Agreement comes into operation, deduct the amounts from the wages of each contributor in his employ who qualifies for membership of the Fund and contribute the amounts in respect of such contributions as are set out hereunder: Provided that no deduction shall be made from the wages of a weekly paid contributor who has worked for less than 22 hours in the week in which the deductions fell due. This provision shall not apply in the case of a monthly paid employee: Contributions shall be as follows:

(a) *Weekly paid employees:*

	Amount of weekly contribu- tions R
Amount of normal weekly wage up to and including R30 per week.....	0,75
Over R30 per week but not exceeding R40 per week.....	1,00
Over R40 per week.....	1,25

(b) *Monthly paid employees:*

	Amount of monthly contribu- tions R
Amount of normal monthly wage up to and including R130 per month.....	3,25
Over R130 per month but not exceeding R164 per month..	4,35
Over R164 per month.....	5,10

(c) To the aggregate amounts deducted under paragraphs (a) and (b) of this clause, every employer shall contribute an equal amount and shall forward the total sum, not later than the seventh day of the following month, to the Secretary of the Council, P.O. Box 4581, Johannesburg, 2000, together with a statement in the form prescribed in Annexure A hereto.

(2) Every employer shall, for a period of not less than 12 months subsequent to the month to which it relates, retain and keep available for inspection, a copy of the statement referred to in subclause (1) (c).

(3) Where a contributor is employed by more than one employer in the Industry during a Fund week, the employer by whom he is last employed during such week shall pay both his own contributions and those due by the contributor in respect of the whole week and may deduct the contributions due by such contributor from his earnings as provided in subclause (1) (a) and (b) and no further contribution shall be payable by or in respect of such contributor in respect of that week.

(4) An employer shall not deduct the whole or any part of his own contributions from the earnings of a contributor or receive any consideration from the contributor in respect of such contributions.

(5) Where a contributor is on leave on full pay or pay less than full pay both his own and the employer's contributions shall be continued.

(6) Every employer shall, within seven days of the date of engagement of an employee, furnish the Secretary with the following details in respect of such employee in the form prescribed in Annexure B hereto:

- Full names;
- date of engagement;
- maiden name, if applicable;
- National Identity number;
- sex;
- race;
- date of birth;
- occupation;
- wage, indicating whether weekly or monthly paid;
- name of previous employer in the Chemical Manufacturing Industry, Transvaal, if any;
- factory number, if any.

(7) It shall be the responsibility of the employer to ensure that deductions are made from the wages of all employees who qualify for membership of the Fund and the employer shall be responsible for accounting to the Fund for both his own and

(3) Enige bydraer wat weer in die Nywerheid aangestel word voordat hy betaling van bystand ingevolge klousule 8 ontvang het, is onmiddellik nie op enige bystand geregtig wat moontlik betaalbaar kon wees as nie aldus heraangestel was nie en moet krediet vir sy vorige tydperk as bydraer gegee word.

(4) Lidmaatskap van die Fonds eindig—

(a) by die dood van die bydraer;

(b) ses maande na die datum waarop 'n bydraer in klousule 8 (1) (a) en (c) bedoel, die Nywerheid verlaat.

7. BYDRAES

(1) Elke werkgever moet op die betaaldag van elke week of maand en vanaf die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, die bedrae van die lone van elke bydraer in sy diens wat vir lidmaatskap van die Fonds kwalifiseer, aftrek en die bedrae ten opsigte van sodanige bydraes, soos hieronder uiteengesit, bydra: Met dien verstande dat geen bedrag van die lone van 'n weeklikse besoldigde bydraer wat minder as 22 uur gewerk het in die week waarin die aftrekking verskuldig is, afgetrek mag word nie. Hierdie bepaling is nie in die geval van 'n maandelikse besoldigde werknemer van toepassing nie. Bydraes is die volgende:

(a) *Weekliks besoldigde werknemers:*

	Bedrag van weeklikse bydrae R
Bedrag van gewone weekloon tot en met R30 per week....	0,75
Meer as R30 per week maar hoogstens R40 per week.....	1,00
Meer as R40 per week.....	1,25

(b) *Maandelikse besoldigde werknemers:*

	Bedrag van maande- likse bydraes R
Bedrag van gewone maandloon tot en met R130 per maand	3,25
Meer as R130 per maand maar hoogstens R164 per maand	4,35
Meer as R164 per maand.....	5,10

(c) Elke werkgever moet by die gesamentlike bedrae wat kragtens paragrawe (a) en (b) van hierdie klousule afgetrek word, 'n gelyke bedrag bydra en die totale bedrag voor of op die sewende dag van die volgende maand aan die Sekretaris van die Raad, Posbus 4581, Johannesburg, 2000, stuur tesame met 'n staat in die vorm in Aanhangsel A hiervan voorgeskryf.

(2) Elke werkgever moet vir 'n tydperk van minstens 12 maande wat volg op die maand waarop dit betrekking het, 'n eksemplaar van die staat in subklousule 1 (c) bedoel, vir inspeksie voorhande hou.

(3) As 'n lid gedurende 'n Fondswaek by meer as een werkgever in die Nywerheid in diens is, moet die werkgever vir wie hy die laaste gedurende sodanige week in diens was, sowel sy eie bydraes as dié deur die lid betaalbaar, ten opsigte van die hele week betaal, en hy kan die bydrae deur die lid betaalbaar van sy verdienste aftrek soos bepaal in subklousule 1 (a) en (b) en geen verdere bydrae is dan deur of ten opsigte van sodanige lid ten opsigte van daardie week betaalbaar nie.

(4) 'n Werkgever mag nie sy hele of 'n gedeelte van sy eie bydrae van die verdienste van 'n lid aftrek of 'n teenprestasie ten opsigte van sodanige bydrae van die lid ontvang nie.

(5) As 'n lid met volle besoldiging of minder as volle besoldiging met verlof is, moet daar met sowel sy eie bydrae as dié van die werkgever voortgegaan word.

(6) Elke werkgever moet binne sewe dae na die datum van indiensneming van 'n werknemer, die volgende besonderhede in verband met sodanige werknemer in die vorm in Aanhangsel B hiervan voorgeskryf, aan die Sekretaris verstrek:

- Volle naam;
- datum van indiensneming;
- nooiensvan, indien van toepassing;
- nasionale identiteitsnommer;
- geslag;
- ras;
- geboortedatum;
- beroep;
- loon (dui aan of besoldiging weekliks of maandeliks geskied);
- naam van vorige werkgever in die Chemikaliënywerheid, Transvaal, as daar is;
- fabrieknommer, as daar is.

(7) Die verantwoordelikheid berus by die werkgever om te verseker dat aftrekkings van die lone van alle werknemers wat vir lidmaatskap van die Fonds kwalifiseer, gedoen word en die werkgever aan die Fonds verantwoording doen vir beide sy eie

the employees' contributions. Should an employer fail to make the required deductions from the remuneration of his employees he shall not be entitled to recover the amount claimed from him by the Fund from his employees.

(8) Every contributor shall be required to nominate a beneficiary to whom, in the event of the death of the contributor, any benefits due to such contributor shall be paid. The nomination of a beneficiary shall be made on the form prescribed in Annexure C hereto.

8. BENEFITS

(1) (a) In the event of a contributor leaving the Industry permanently for any reason other than those referred to in paragraphs (b) and (f) hereof, he shall be entitled to receive the following benefits:

The total amount he has contributed plus the following percentage according to completed years of service:

Completed years of service	Percentage
1	2%
2	20%

increasing by 10 per cent for each completed year of service to a maximum of 300 per cent after the completion of 30 or more years of service.

The total amount shall be paid six months after his having left the Industry: Provided that the Administrative Committee may pay moneys due in such instalments as it may deem fit: Provided further that the Administrative Committee shall be empowered, in its sole discretion, to direct that a cash sum be utilised to purchase a pension for the contributor.

(b) In the event of a contributor leaving the Industry on reaching the age of 65 years he shall receive a lump sum equal to four times the total amount contributed to the Fund: Provided that the Administrative Committee may pay moneys due in such instalments as it may deem fit: Provided further that the Administrative Committee shall be empowered, in its sole discretion, to direct that a cash sum be utilised to purchase a pension for the contributor.

(c) Every employer shall notify the Secretary of the death of any member in his employ. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a member and in the event of a claim not having been received, notify the nominee by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Administrative Committee.

(d) In the event of the Secretary not having been notified of the latest address of a nominee and the Administrative Committee not being able to trace the nominee at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member the Administrative Committee shall insert an advertisement in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of nominees and their last known addresses and the fact that benefits are available for collection by the nominee(s) or dependant(s) at an address specified by the Administrative Committee.

(e) If within a year from the date of the last insertion of such advertisement as specified in paragraph (d) hereof, the nominee(s) or dependant(s) fail to claim the benefits due it shall be assumed that there are no nominee(s) or dependant(s) and such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 4 (2) (c) for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Administrative Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled in its entire and absolute discretion, to make payments to the nominee(s) or dependant(s) concerned out of the moneys which have reverted to the Fund.

(f) On proof, satisfactory to the Administrative Committee of the death of a contributor prior to reaching the age of 65 years the Committee shall pay to the nominee appointed by the contributor, a lump sum equal to 50 times the weekly wage of the contributor at date of death subject to the total sum being at least equal to the minimum withdrawal benefit that would have been payable in terms of paragraph (a) hereof: Provided that nominees of contributors who join the Fund after reaching the age of 55 years shall receive a lump sum equal to twice the total amount contributed: Provided further that in the event of a nominee not having been appointed or in the event of the nominee being dead at the time when payment of the amount is due, such amount shall in the absolute discretion of the Administrative

en die werknemers se bydraes. Indien 'n werkgewer versuim om die vereiste aftrekkings van die besoldiging van sy werknemers te doen, is hy nie geregtig om die bedrag wat deur die Fonds van hom opgeëis word op sy werknemers te verhaal nie.

(8) Daar word van elke bydraer vereis om 'n bevooroordeelde te benoem aan wie daar, ingeval van die dood van die bydraer, alle bystand verskuldig aan sodanige bydraer betaal moet word. Die benoeming van 'n bevooroordeelde moet op die vorm voorgeskryf in Aanhangsel C hiervan gedoen word.

8. BYSTAND

(1) (a) Ingeval 'n bydraer die Nywerheid om enige ander rede as dié bedoel in paragrawe (b) en (f) hiervan permanent verlaat, is hy op die volgende bystand geregtig:

Die totale bedrag wat hy bygedra het plus die volgende persentasie volgens die jare diens wat voltooi is:

Jare diens voltooi	Persentasie
1	2%
2	20%

vermeerder met 10 persent vir elke voltooide jaar diens tot 'n maksimum van 300 persent na voltooiing van 30 jaar diens of langer. Die totale bedrag moet ses maande nadat hy die Nywerheid verlaat het, betaal word: Met dien verstande dat die Administratiewe Komitee geld verskuldig in sodanige paaiemente as wat hy goeëdink kan betaal: Voorts met dien verstande dat die Administratiewe Komitee volmag het om na absolute goedvinde te gelas dat 'n kontantbedrag gebruik word om 'n pensioen vir die bydraer aan te koop.

(b) Ingeval 'n bydraer by bereiking van die ouderdom van 65 jaar die Nywerheid verlaat, moet hy 'n globale som wat gelyk is aan vier maal die totale bedrag wat tot die Fonds bygedra is, ontvang: Met dien verstande dat die Administratiewe Komitee geld verskuldig in sodanige paaiemente as wat hy goeëdink, kan betaal: Voorts met dien verstande dat die Administratiewe Komitee volmag het om na absolute goedvinde te gelas dat 'n kontant bedrag gebruik word om 'n pensioen vir die bydraer aan te koop.

(c) Elke werkgewer moet die Sekretaris verwittig van die dood van enige lid in sy diens. Die Sekretaris moet, so gou moontlik, nadat hy inligting uit enige bron ontvang het van die dood van 'n lid en ingeval 'n eis nie ontvang word nie die benoemde daarvan in kennis stel per brief of omsendbrief waarin die jongsbekende werkplek van die oorlede bydraer gemeld word, asook die feit dat bystand opgeëis kan word by 'n adres wat die Administrasie Komitee uitdruklik meld.

(d) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n benoemde nie en die Administratiewe Komitee nie daartoe in staat is om die afhanklike by sy/haar jongsbekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Administratiewe Komitee 'n advertensie, in albei amptelike tale, plaas in drie opeenvolgende uitgawes van hoogstens drie dagblaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n nuusblad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die laasbekende werkplek van die oorlede lid en die bekende naam/nam van benoemdes en hul jongsbekende adresse genoem word asook die feit dat bystand beskikbaar is vir opvordering deur die benoemde(s) of afhanklike(s) by 'n adres wat die Administratiewe Komitee uitdruklik meld.

(e) As die benoemde(s) of afhanklike(s) binne 'n jaar vanaf die datum van die laaste plasing van sodanige advertensie soos in paragraaf (d) hiervan gespesifiseer, versuim om die bystand wat verskuldig is, op te eis, moet veronderstel word dat daar geen benoemde(s) of afhanklike(s) is nie en moet sodanige bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 4 (2) (c) ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Administratiewe Komitee, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na sy eie uitsluitlike en absolute goedvinde bedrae aan die betrokke benoemde(s) of afhanklike(s) te betaal uit die geld wat aan die Fonds teruggeval het.

(f) By lewering van bevredigende bewys aan die Administratiewe Komitee van die dood van 'n bydraer voordat hy die ouderdom van 65 jaar bereik het, moet die Komitee die benoemde wat deur die bydraer aangestel is 'n globale som betaal wat gelyk is aan 50 maal die weekloon van die bydraer op die datum van sy dood, onderworpe daaraan dat die totale som minstens gelyk moet wees aan die minimum onttrekkingsbystand wat ingevolge paragraaf (a) hiervan betaalbaar sou wees: Met dien verstande dat benoemdes van bydraers wat by die Fonds aansluit nadat die ouderdom van 55 jaar bereik is, 'n globale som moet ontvang wat gelyk is aan twee maal die totale bedrag wat bygedra is: Voorts met dien verstande dat ingeval 'n benoemde nie aangestel is nie of ingeval die benoemde dood is op die tydstip waarop die bedrag betaalbaar is, sodanige bedrag na die absolute goedvinde van die

Committee be paid to a dependant or dependants and if any such payment is made, it shall be in the undermentioned order of preference:

- (i) The widow or widower, failing which;
- (ii) the children and stepchildren or legally adopted children in equal shares, failing which;
- (iii) the father and mother in equal shares or to the survivor of them, failing which;
- (iv) the brothers and sisters in equal shares, failing which;
- (v) the person who in the opinion of the Administrative Committee was wholly dependent upon a member, or to the persons so wholly dependent in equal shares; or failing any such payment, the amount shall be paid into the estate of the deceased member: Provided that the Administrative Committee shall not in any way be responsible directly or indirectly to any claimant whose identity was not known to it at the time of payment of the amount of benefit.

(2) (a) If any benefit due and payable, other than death benefits due and payable to nominee(s)/dependant(s) in terms of subclause (1) (f) of this clause, is not claimed within two years from the due date thereof, the Administrative Committee shall, after the expiration of the two years period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the area in which the member to whom the benefit is due was normally resident at the time such benefits became due, stating the name and last known place of work of the member, the fact that certain benefits are due and calling upon such member or his nominee(s)/dependant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Administrative Committee shall, after the last date upon which claims may be submitted, consider such claims and shall pay to a member or if no claim is received from a member, to his nominee(s)/dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to dependants in the order of preference contained in subclause (1) (f).

(b) Should no claim have been received from a member or his nominee(s)/dependant(s) within the prescribed period, the benefit shall be forfeited to the Fund as moneys which the Fund has become entitled to in terms of clause 4 (2) (c) for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Administrative Committee shall however, in the event of a claim being received within a period of five years from the date of termination of service of a member in the Industry, be entitled in its entire and absolute discretion, to make payments to the member or beneficiaries concerned out of the moneys that have reverted to the Fund.

(3) For the purpose of calculating a monthly paid contributor's benefit in terms of subclause (1) (f) hereof the monthly wage at date of death shall be divided by four and one third.

9. ADDITIONAL BENEFITS

(1) The Administrative Committee may from time to time increase the benefits set out in clause 8 hereof by the declaration of a bonus in the light of an improvement in the finances of the Fund: Provided that any such bonus shall be determined only after an investigation by an actuary: Provided further that any such bonus shall not be in excess of that recommended by such actuary. Any such bonus shall be credited to the contributor's account and shall be payable to such contributor or in the case of the death of a contributor to his nominee at the same time as and in addition to the benefits prescribed in clause 8 hereof.

(2) The Administrative Committee shall also have the power, depending on the finances of the Fund, to augment benefits—

- (a) to contributors who are compelled to leave the Industry permanently on account of ill-health or incapacity;
- (b) to the nominees of deceased contributors by the payment of a death benefit.

10. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits shall not be—

- (1) capable of being ceded, assigned, transferred, or made over in any way, either generally, or as security for any debt or obligation due by the contributor. The Fund shall be under no obligation to recognise, acknowledge, or act on any such purported cession, assignment, transfer or making over;
- (2) attached by order or process of any court;
- (3) set off against any debt due by the person entitled to such benefits.

Administratiewe Komitee aan 'n afhanklike of afhanklikes betaal moet word en indien enige sodanige betaling gedoen word, dit in ondergenoemde voorkeuorde moet geskied:

- (i) Die weduwee of wewenaar; so nie,
- (ii) die kinders en stiefkinders of wettig aangenome kinders, in gelyke dele; so nie,
- (iii) die vader en moeder, in gelyke dele, of die langselewende; so nie,
- (iv) die broers en susters, in gelyke dele; so nie,
- (v) die persoon wat na die mening van die Administratiewe Komitee volkome afhanklik was van 'n lid, of aan die persone aldus afhanklik, in gelyke dele; of by gebrek aan sodanige betaling, moet die bedrag in die boedel van die afgestorwe lid betaal word: Met dien verstande dat die Administratiewe Komitee geensins regstreeks of onregstreeks aanspreeklik is teenoor enige eiser wie se identiteit ten tyde van die betaling van die bedrag van bystand nie aan hom bekend was nie.

(2) (a) As enige bystand wat verskuldig en betaalbaar geword het, uitgesonderd sterfgebystand verskuldig en betaalbaar aan benoemde/afhanklikes ingevolge subklausule (1) (f) van hierdie klausule, nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Administratiewe Komitee, na verstryking van die tweejaartydperk, 'n advertensie, in albei amptelike tale, plaas in hoogstens drie opeenvolgende uitgawes van drie dagblaas wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n nuusblad moet wees wat in omloop is in die gebied waarin die lid aan wie die bystand verskuldig is, normaalweg woonagtig was op die tydstop waarop sodanige bystand verskuldig geword het, en in sodanige advertensie moet die naam en jongsbekende werkplek van die lid genoem word asook die feit dat sekere bystand verskuldig is en moet sodanige lid of sy benoemde(s)/afhanklike(s) versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Administratiewe Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy benoemde(s)/afhanklike(s) wat eise ingedien het op die wyse hierin voorgeskryf, sodanige bedrae betaal wat nie die volle bystand oorskry wat aan die lid verskuldig is nie, soos hy goedvind: Met dien verstande dat sodanige betaling aan afhanklikes gedoen moet word volgens die rangorde gemeld in subklausule (1) (f).

(b) As geen eis binne die voorgeskrewe tydperk van 'n lid of sy benoemde(s)/afhanklike(s) ontvang is nie, moet die bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klausule 4 (2) (c) ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Administratiewe Komitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die dienste van 'n lid in die Nywerheid, na sy uitsluitlike en absolute goedvinde die bevoegdheid het om bedrae te betaal aan die betrokke lid of bevoordeeldes uit die geld wat aan die Fonds teruggeval het.

(3) Om 'n maandeliks besoldigde bydraersbystand ingevolge subklausule (1) (f) hiervan te bererken, moet die maandloon op die datum van afsterwe deur vier en 'n derde gedeel word.

9. ADDISIONELE BYSTAND

(1) Die Administratiewe Komitee mag van tyd tot tyd die bystand in klausule 8 hiervan uiteengesit, verhoog deur 'n bonus te verklaar, vanweë 'n verbetering in die finansies van die Fonds: Met dien verstande dat enige sodanige bonus bepaal moet word slegs na 'n ondersoek deur 'n aktuaris: Voorts met dien verstande dat enige sodanige bonus nie meer as dié wat deur sodanige aktuaris aanbeveel word, mag wees nie. Die bydraer se rekening moet met enige sodanige bonus gekrediteer word en die bonus is aan sodanige bydraer betaalbaar of ingeval van die dood van 'n bydraer aan sy benoemde op dieselfde tydstop as en benewens die bystand in klausule 8 hiervan voorgeskryf.

(2) Die Administratiewe Komitee het ook die mag, afhange van die finansies van die Fonds, om bystand aan te vul—

- (a) aan bydraers wat verplig is om die Nywerheid permanent te verlaat vanweë swak gesondheid of onvermoë om te werk;
- (b) aan die benoemdes van afgestorwe bydraers deur die betaling van 'n sterfgebystand.

10. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand mag—

- (1) op geen wyse, hetsy in die algemeen of as sekuriteit vir skuld of verpligting wat deur die bydraer aangegaan is, gesedeer, afgestaan, oorgedra of oorgemaak word nie. Die Fonds staan onder geen verpligting om sodanige beweerde sedering, afstand, oordrag of oormaking te erken, te aanvaar of daarvolgens te handel nie;
- (2) nie deur middel van 'n hofbevel of regsproses in beslag geneem word nie;
- (3) nie afgetrek word van enige skuld wat deur die persoon wat op sodanige bystand geregtig is, aangegaan is nie.

11. AGENTS

The Council may appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and employee to permit such agents to institute such enquiries, and to interrogate such persons as may be necessary for this purpose.

12. EXEMPTIONS

The Council may grant exemptions conditionally or otherwise from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

13. TRANSFER OF FUNDS

Notwithstanding anything to the contrary contained herein, the Industrial Council for the Chemical Manufacturing Industry, Witwatersrand and Pretoria, may formally dissolve the Fund as constituted and transfer to a fund duly constituted for substantially the same purposes for which this Fund was created, all funds, assets and liabilities.

14. EXPIRATION OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

(1) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other Fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Fund shall be liquidated by the Administrative Committee which in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the Fund who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had left the Industry.

(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 section 34 (2) of the Act the Fund shall continue to be administered by the Administrative Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Administrative Committee may be filled by the Registrar from employers and employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives on the Administrative Committee. In the event of the Administrative 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 person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the trustees in whom all the powers, rights and duties of the Administrative Committee shall vest. In the event of there being no Council in existence the Fund shall be liquidated upon the expiration of the Agreement by the Administrative Committee or the trustees as the case may be.

(3) Any vacancy occurring on the Board of Trustees as constituted in subclause (2) of this clause shall be filled in the same manner provided for in that subclause.

(4) The trustees shall be paid from the Fund such reasonable fees as shall be agreed upon between themselves and the Registrar.

(5) Upon liquidation of the Fund in terms of subclause (1) or (2) of this clause, the Administrative Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;

(c) after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts;

(d) after this final allocation in terms of paragraph (c) hereof, pay the amounts standing to the credit of members' accounts to such members.

(6) Upon liquidation of the Fund in terms of subclause (5) and the payment of moneys due to members in terms of that clause, any moneys remaining to the credit of the Fund and not claimed

11. AGENTE

Die Raad mag een of meer persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgever en werknemer om sodanige agente toe te laat om sodanige navrae te doen en sodanige persone te ondervra as wat vir hierdie doel nodig is.

12. VRYSTELLINGS

Die Raad kan om 'n afdoende rede aan of ten opsigte van 'n persoon, voorwaardelik of andersins, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

13. OORDRAG VAN FONDS

Ondanks andersluidende bepalings hierin vervat, mag die Nywerheidsraad vir die Chemikalieënywerheid, Witwatersrand en Pretoria, die Fonds soos hy saamgestel is formeel ontbind en alle fondse, bates en laste oordra na 'n fonds wat behoortlik ingestel is en in wese vir dieselfde doel as dié waarvoor hierdie Fonds geskep is.

14. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oorgedra word na enige ander Fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwider word deur die Administratiewe Komitee wat intussen vir die administrasie van die Fonds verantwoordelik is. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) moet die bystand wat op die datum van sodanige oordrag aan lede van die Fonds verskuldig is, op generlei wyse verminder word as gevolg van die oordrag nie; en

(b) moet enige lid van die Fonds wat nie lid van die nuwe Fonds kan word nie, sy volle bystand betaal word asof hy die Nywerheid verlaat het.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadminestreer word deur die Administratiewe Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie subartikel aanwys. Enige vakature wat in die Administratiewe Komitee ontstaan, kan deur die Registrateur uit werkgevers en werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde gelyke getalle werkgever- en werknemersvertegenwoordigers in die Administratiewe Komitee te versker. Ingeval die Administratiewe Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Fonds of 'n besoldigde beampte van een van die vakverenigings is, en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan is, en tesame is hierdie persone die trustees by wie al die bevoegdhede, regte en pligte van die Administratiewe Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Administratiewe Komitee of die trustees, na gelang van die geval, gelikwider word.

(3) Enige vakature wat ontstaan in die Raad van Trustees, saamgestel kragtens subklousule (2) van hierdie klousule, moet gevul word op dieselfde wyse as dié wat in daardie subklousule bepaal word.

(4) Die trustees moet uit die Fonds die redelike gelde betaal word waarvoor hulle en die Registrateur ooreenkom.

(5) By likwidering van die Fonds ingevolge subklousule (1) of (2) van hierdie klousule moet die Administratiewe Komitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddellik opeisbare kontant belê moet word;

(b) alle krediteure, administrasie- en likwidasielaste uit die Fonds betaal;

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings;

(d) na hierdie finale toewysing ooreenkomstig paragraaf (c) hiervan, die bedrae wat in die kredit van lede se rekenings staan, aan sodanige lede betaal.

(6) By likwidering van die Fonds ingevolge subklousule (5) en die betaling van geld verskuldig aan lede ingevolge daardie klousule, moet enige geld wat in die kredit van die Fonds staan

[Form to be completed in terms of clause 7 (8) of the Provident Fund Agreement]

Witnesses:

Signature.....

1

Address.....

2.....

Date _____

[Vorm moet kragtens klousule 7 (1) (c) van die Voorsorgfondsooreenkoms ingevul word]

Naam van firma..... Telefoon No.....

Adres.....

Bydraes vir die maand.....19.....

Handtekening

[Vorm moet krachtens klousule 7 (6) van die Voorsorgfondsooreenkomst ingevul word]

Naam van werkgever.....

BESONDERHEDE VAN WERKNEMER

Familiennaam.....

Voorname.....

Nooiensvan (indien van toepassing).....

Nasjonale identiteitsnummer

Datum van aanstelling.....

Geslag Ras Geboortedatum

Beroep..... Loon..... *per week/maand.

Naam van vorige werkgever.....

Fabrieksnummer (as daar is).....

Handtekening

* Skrap wat nie van toepassing is nie.

AANHANGSEL C

VOORSORGFONDS VIR DIE CHEMIKALIEËNYWERHEID VAN TRANSVAAL

[Vorm moet kragtens klousule 7 (8) van die Voorsorgfondsooreenkoms ingevul word]

NOMINASIEVORM

Ek, die ondergetekende (blokletters).....
 nasionale identiteitsnommer.....
 werksaam te.....
 benoem hierby (blokletters).....
 van (adres).....
 as die ontvanger van bystand wat betaalbaar is ooreenkomstig die Voorsorgfonds vir die Chemikalieënywerheid van Transvaal en wat by my dood verskuldig en betaalbaar word.

Getuies:

- 1.....
- 2.....

Handtekening.....

Adres.....

Datum.....

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