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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 74.] [15 Januarie 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

CHEMIKALIEËNYWERHEID, WITWATERSRAND
EN PRETORIA.

WYSIGINGSOORENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel
agt-en-veertig van die Wet op Nywerheidsver-
soening, 1956, soos gewysig, dat 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 tyd-
perk wat op 30 Junie 1961 eindig, bindend is vir
die werkgewersorganisasie en vakvereniging wat die
Ooreenkoms aangegaan het en vir die werkgewers
en werknemers wat lede van daardie organisasie
of daardie vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet, dat die bepalings
van die Ooreenkoms vanaf die tweede Maandag
na die datum van publikasie van hierdie kennis-
gewing en vir die tydperk wat op 30 Junie 1961
eindig, bindend is vir alle ander werkgewers en
werknemers as dié vermeld in paragraaf (a) van
hierdie kennisgewing betrokke by of in diens in
genoemde Nywerheid in die landdrostdistrikte
Johannesburg [uitgesonderd Gedeelte No. 25 (van
gedeelte van daardie gedeelte) van die plaas Klip-
spruit No. 8 wat die eiendom is van African Ex-
plosives and Chemical Industries, Limited, krag-
tens Transportakte No. 18558/1947, groot 7·0866
morg, sien Kaart S.G. No. A.3994/46], Germiston
(uitgesonderd die plaase Modderfontein No. 3 en
Klipfontein No. 19 en Gedeelte A en gedeelte van
die plaas Zuurfontein No. 18 wat die eiendom is
van African Explosives and Chemical Industries,
Limited, groot 74 morg 568 vierkante roede en 8
morg 322 vierkante roede, sien onderskeidelik
Káarte S.G. Nos. A.4295/12 en A.2216/90), Boks-

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 74.] [15 January 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

CHEMICAL MANUFACTURING INDUSTRY,
WITWATERSRAND AND PRETORIA.

AMENDING AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, hereby—

(a) in terms of paragraph (a) of sub-section (1) of sec-
tion *forty-eight* of the Industrial Conciliation Act,
1956, as amended, declare that the provisions of
the Agreement which appears in the Schedule
hereto and which relates to the Chemical Industry,
shall be binding from the second Monday after the
date of publication of this notice and for the period
ending 30th June, 1961, upon the employers' orga-
nisation and the trade union which entered into
the said Agreement and upon the employers and
employees who are members of that organisation
or that union;

(b) in terms of paragraph (b) of sub-section (1) of
section *forty-eight* of the said Act, declare that
the provisions of the said Agreement shall be
binding from the second Monday after the date
of publication of this notice and for the period
ending the 30th June, 1961, upon all employers
and employees other than those referred to in
paragraph (a) of this notice, engaged or employed
in the said Industry in the Magisterial Districts of
Johannesburg [excluding Portion No. 25 (of por-
tion of that portion) of the farm Klipspruit No. 8
owned by Messrs. African Explosives and Chemi-
cal Industries, Limited, under Deed of Transfer
No. 18558/1947, measuring 7·0866 morgen, *vide*
Diagram S.G. No. A.3994/46], and Germiston
(with the exclusion of the farms Modderfontein
No. 3 and Klipfontein No. 19 and Portion A and
portion of the farm Zuurfontein No. 18 owned
by Messrs. African Explosives and Chemical Indus-
tries, 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

burg, Springs, daardie gedeeltes van die landdrosdistrik Delmas wat voorheen in die landdrosdistrik Springs geval het voor die publikasie van Goewermentskenningsgewing No. 2881 van 12 Desember 1952, Pretoria, en daardie gedeeltes van die landdrosdistrik Kempton Park wat voorheen in die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermentskenningsgewing No. 556 van 29 Maart 1956; en

- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in die Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1961 eindig, in die landdrosdistrikte Johannesburg [uitgesonderd Gedeelte 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat die eiendom is van African Explosives and Chemical Industries, Limited, kragtens Transportakte No. 18558/1947, groot 7-0866 morg, sien Kaart S.G. No. A.39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Limited, groot 74 morg 568 vierkant roede en 8 morg 322 vierkant roede, sien onderskeidelik Kaarte S.G. Nos. A.4295/12 en A.2216/90), Boksburg, Springs, daardie gedeeltes van die landdrosdistrik Delmas wat voorheen in die landdrosdistrik Springs geval het voor die publikasie van Goewermentskenningsgewing No. 2881 van 12 Desember 1952, Pretoria, en daardie gedeeltes van die landdrosdistrikte Kempton Park wat voorheen in die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermentskenningsgewing No. 556 van 29 Maart 1956, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE CHEMIKALIEËNYWERHEID, TRANSVAAL.

OOREENKOMS

aangegaan ingevolge die bepalings van die Wet op Nywerheids-
versoening, 1956, deur en tussen 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 Chemikalieënywerheid, Transvaal.

Die Ooreenkoms gepubliseer by Goewermentskenningsgewing No. 1473 van 3 Oktober 1958 (soos gewysig by Goewermentskenningsgewing No. 587 van 24 April 1959), word hierby soos volg gewysig:—

Klousule 8, Siekteverlof.—Deur die byvoeging van subklousule (3), wat soos volg lui:—

„(3) Die bepalings van subklousule (1) van hierdie klousule is nie van toepassing op werknemers wat lede van die Siektebystandfonds vir die Chemikalieënywerheid gedurende die bestaan daarvan is nie.”

Namens die partye op hede die 11de dag van Junie 1959 te Johannesburg onderteken.

G. A. P. DIENST,
Voorsitter van die Raad.
L. J. COOMBES,
Ondervoorsitter van die Raad.
C. A. PAPPAS,
Sekretaris van die Raad.

respectively) and Boksburg, Springs, those portions of the Magisterial District of Delmas, previously falling within the Magisterial District of Springs prior to publication of Government Notice No. 2881 of the 12th December, 1952, Pretoria, and those portions of the Magisterial District of Kempton Park previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni prior to publication of Government Notice No. 556 of the 29th March, 1956; and

- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that the Magisterial District of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7-0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18 owned by Messrs. 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) and Boksburg, Springs, those portions of the Magisterial District of Delmas, previously falling within the Magisterial District of Springs, prior to publication of Government Notice No. 2881 of the 12th December, 1952, Pretoria, and those portions of the Magisterial District of Kempton Park previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni prior to publication of Government Notice No. 556 of the 29th March, 1956, and from the second Monday after the date of publication of this notice and for the period ending 30th June, 1961, the provisions of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY.

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.

The Agreement published under Government Notice No. 1473 of the 3rd October, 1958, (as amended under Government Notice No. 586 of the 24th April, 1959, and extended under Government Notice No. 587 of the 24th April, 1959) is hereby amended as follows:—

Clause 8, Sick Leave.—By the addition of sub-clause (3) reading as follows:—

“(3) The provisions of sub-clause (1) of this clause shall not apply to employees who are members of the Chemical Manufacturing Industry Sick Benefit Fund during its tenure.”

Signed at Johannesburg on behalf of the parties, on this 11th day of June, 1959.

G. A. P. DIENST,
Chairman of the Council.
L. J. COOMBES,
Vice-Chairman of the Council.
C. P. PAPPAS,
Secretary of the Council.

No. 75.]

[15 Januarie 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.CHEMIKALIEËNYWERHEID, WITWATERSRAND
EN PRETORIA.

SIEKTEBYSTANDFONDSOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat 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 op 31 Desember 1961 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 tot en met 18 van die Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1961 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrosdistrikte Johannesburg [uitgesonderd Gedeelte 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat die eiendom is van African Explosives and Chemical Industries, Limited, kragtens Transportakte No. 18558/1947, groot 7-0866 morg, sien Kaart S.G. No. A.39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Limited, groot 74 morg 568 vierkant roede en 8 morg 322 vierkant roede, sien onderskeidelik Kaarte S.G. Nos. A.4295/12 en A.2216/90), Boksburg, Springs, daardie gedeeltes van die landdrosdistrik Delmas wat voorheen in die landdrosdistrik Springs geval het voor die publikasie van Goewermenskennisgewing No. 2881 van 12 Desember 1952, Pretoria en daardie gedeeltes van die landdrosdistrik Kempton Park wat voorheen in die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermenskennisgewing No. 556 van 29 Maart 1956; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 tot en met 18 van die Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1961 eindig, in die landdrosdistrikte Johannesburg [uitgesonderd Gedeelte 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat die eiendom is van African Explosives and Chemical Industries, Limited, kragtens Transportakte No. 18558/1947, groot 7-0866 morg, sien Kaart S.G. No. A.39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Limited, groot 74 morg 568 vierkant roede en 8 morg 322 vierkant roede, sien onderskeidelik Kaart S.G. Nos. A.4295/12 en A.2216/90), Boksburg, Springs, daardie gedeeltes van die landdrosdistrik Delmas wat voorheen in die landdrosdistrik Springs geval het voor die publikasie van Goewermenskennisgewing No. 2881

No. 75.]

[15 January 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.CHEMICAL MANUFACTURING INDUSTRY,
WITWATERSRAND AND PRETORIA.

SICK BENEFIT FUND AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Chemical Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st December, 1961, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 to 18 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st December, 1961, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of Johannesburg [excluding Portion 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7-0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18 owned by Messrs. 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) and Boksburg, Springs, those portions of the Magisterial District of Delmas, previously falling within the Magisterial District of Springs prior to publication of Government Notice No. 2881 of the 12th December, 1952, Pretoria, and those portions of the Magisterial District of Kempton Park previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni, prior to publication of Government Notice No. 556 of the 29th March, 1956; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg [excluding Portion 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7-0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18 owned by Messrs. 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) and Boksburg, Springs, those portions of the Magisterial District of Delmas, previously falling within the Magisterial District of Springs, prior to publication of Government Notice No. 2881 of the 12th December, 1952, Pretoria, and those portions of the Magisterial District of Kempton Park previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg

van 12 Desember 1952, Pretoria, en daardie gedeeltes van die landdrosdistrik Kempton Park wat voorheen in die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermenskennisgewing No. 556 van 29 Maart 1956, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE SIEKTEBYSTANDFONDS VAN DIE CHEMIKALIEËNYWERHEID, TRANSVAAL.

OOREENKOMS

aangegaan ingevolge die bepalings van die Wet op Nywerheids-
versoening, 1956, deur en tussen die

Transvaal Chemical Manufacturers' Association

aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Chemikalieë-
nywerheid, Transvaal.

Chemical Workers' Union

aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Chemikalieë-
nywerheid, Transvaal.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Johannesburg (uitgesonderd gedeelte No. 25 van gedeelte van dié gedeelte) van die plaas Klipspruit No. 8 wat die eiendom is van die firma African Explosives and Chemical Industries, Limited, ingevolge transportakte No. 18558/1947, groot 7-0866 morge, kyk tekening S.G. A.39994/46, en Germiston (uitgesonderd die plaas Modderfontein No. 3 en Klipfontein No. 19 en gedeelte A en gedeelte van die plaas Zuurfontein No. 18, wat die eiendom is van die firma African Explosives and Chemical Industries, Limited, groot 74 morge, 568 vierkant roede en 8 morge, 322 vierkant roede, kyk tekeninge S.G. Nos. A.4295/12 en A.2216/90) en Boksburg, Springs, die gedeeltes van die landdrosdistrik Delmas wat voorheen geval het binne die landdrosdistrik Springs voor die publikasie van Goewermenskennisgewing No. 2881 van 12 Desember, 1952, Pretoria, en die gedeeltes van die landdrosdistrik Kempton Park, wat voorheen geval het binne die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni voor die publikasie van Goewermenskennisgewing No. 556 van 29 Maart 1956, deur alle werkgewers wat lede van die werkgewersorganisasie is en die Chemikalieënywerheid bedryf en deur alle werknemers wat lede is van die vakvereniging en wat in diens is in die Nywerheid en vir wie minimum lone in die Hofooreenkoms voorgeskryf is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens subartikel (1) van artikel agt-en-veertig van die Wet moet vasstel en bly van krag tot 31 Desember 1961 of vir so 'n tydperk as wat hy bepaal.

3. WOORDOMSKRYWINGS.

Tensy die teendeel blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en wat in die Wet op Nywerheids-
versoening, 1956, omskryf is, dieselfde betekenis as in dié Wet, en enige verwysing na die Wet omvat alle wysigings daarvan; tensy strydig met die samehang, beteken—

„Chemikalieënywerheid” of „Nywerheid” die nywerheid waarin werkgewers en werknemers geassosieer is vir die voorbereiding en/of vervaardiging, en/of in bottels gooi en/of toedraai en/of verpakking van eenige of meer van die volgende handelsartikels (ongegag die groepe waarin dit voorkom) in bedryfsinrigtings wat geregistreer is of geregistreer moet word ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, nl.:—

Groep A.—Skryfink, kantoorgom.

Groep B.—Remvloeistof, dubbin, emalje, lakverf, verf, politoer, blousel, wassoda, ammoniak, bensien, bytsoda, maar uitgesonderd die voorbereiding en/of vervaardiging en/of in bottels plaas en/of toedraai en/of verpakking van ammoniak, en/of bensien en/of bytsoda deur die vervaardiger daarvan.

Groep C.—Antiseptiese middels, reukvernietigers, ontsmettingsmiddels, geursel, insektedoders, medisinale produkte, parfüm en reukwater, farmaseutiese preparate, toiletpreparate.

and Benoni prior to publication of Government Notice No. 556 of the 29th March, 1956, and from the second Monday after the date of publication of this notice and for the period ending 31st December, 1961, the provisions contained in clauses 1 to 18 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

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.

The terms of this Agreement shall be observed in the Magisterial Districts of Johannesburg (excluding Portion 25 of portion of that portion) of the farm Klipspruit No. 8 owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7-0866 morgen, *vide* Diagram S.G. No. A.3999/46, and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18, owned by Messrs. 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) and Boksburg, Springs, those portions of the Magisterial District of Delmas, previously falling within the Magisterial District of Springs prior to publication of Government Notice No. 2881 of the 12th December, 1952, Pretoria, and those portions of the Magisterial District of Kempton Park, previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni prior to publication of Government Notice No. 556 of the 29th March, 1956, 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 and for whom minimum 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 sub-section (1) of section forty-eight of the Act and shall continue in force until 31st December, 1961, 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, viz.:—

Group A.—Writing ink, office paste.

Group B.—Brake fluid, dubbin, enamels, lacquers, paints, 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 manufacturer thereof.

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

„Raad” of „Nywerheidsraad” beteken die Nywerheidsraad vir die Chemikalieënywerheid, Transvaal.
 „Werknemer” beteken ’n werknemer in diens in die Chemikalieënywerheid.
 „Hoofooreenkoms” beteken die Ooreenkoms van die Raad gepubliseer by Goewermmentskennisgewing No. 1473 van 3 Oktober 1958, soos gewysig by Goewermmentskennisgewing No. 586 van 24 April 1959, en verleng by Goewermmentskennisgewing No. 587 van 24 April 1959.

4. STIGTING VAN DIE FONDS.

Hierby word ’n fonds gestig wat bekendstaan as die „Siektebystandfonds van die Chemikalieënywerheid” (hieronder „die Fonds” genoem).

5. DOELSTELLINGS.

Die doelstellings van die Fonds is—

- (i) om lede van die Fonds te voorsien van mediese en siektebystand gedurende tydperke van siekte of ongeskiktheid;
- (ii) om sulke ander wettige stappe te doen as wat na die mening van die Bestuurskomitee die gesondheid van lede sal beskerm en sal bevorder;
- (iii) om, by die dood van ’n lid voorsiening te maak vir geldelike bystand vir sy benoemde of benoemdes.

6. BESTUUR EN ADMINISTRASIE.

(i) Die sake van die Fonds word bestuur deur ’n subkomitee aangestel deur die Raad ingevolge sy konstitusie en wat bestaan uit drie verteenwoordigers van die werkgewersorganisasie en drie verteenwoordigers van die vakvereniging. Dit staan bekend as die „Bestuurskomitee van die Siektebystandfonds” (hieronder die „Bestuurskomitee” genoem).

(ii) Die Bestuurskomitee kan, behoudens die goedkeuring van die Raad, by resoluție ’n reglement vir die Fonds opstel wat nie strydig is met die Wet of met die konstitusie van die Raad of met hierdie Ooreenkoms of met enige ander wet betreffende die aanstelling en ampstermyn van lede van die Bestuurskomitee nie; 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, dokters, chirurgie en tandartse, verpleegsters en ander mediese beamptes van die Fonds; die indiensneming van mediese spesialiste en konsultante; die belleging van die Fonds se geld en alle sake in verband met die algemene administrasie en bestuur van die Fonds; en die Bestuurskomitee kan, behoudens die goedkeuring van die Raad sodanige reglement by resoluție wysig op ’n wyse wat daarin voorgeskryf word.

(iii) ’n Kopie van hierdie reglement en van enige wysigings daarvan moet aan die Sekretaris van Arbeid gestuur word, en ’n kopie moet beskikbaar wees by die kantoor van die Sekretaris van die Fonds ter insae van enige persoon betrokke by die Nywerheid.

7. BEHEER VAN FINANSIES.

(i) Alle uitgawes aan administrasie moet van die Fonds verhaal word.

(ii) Die Raad moet ’n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging deur die Fonds betaal moet word. Die rekenings moet jaarliks geouditeur word vir die tydperk wat eindig op 31 Desember. Die geouditeurde staat moet daarna ter insae lê by die kantoor van die Nywerheidsraad en kopieë daarvan moet binne drie maande na voornoemde datum aan die Nywerheidsregistrator gestuur word.

(iii) Alle geld wat in die Fonds ontvang word, moet belê word in ’n bankrekening geopen op naam van die Fonds. ’n Amptelike kwitansie moet uitgereik word vir alle geld in die Fonds ontvang en trekkings op die Fonds moet geskied deur middel van ’n tjek onderteken deur sulke persone as wat van tyd tot tyd deur die Bestuurskomitee daartoe gemagtig word.

(iv) Surplus fondse mag nie anders as in die volgende belê word nie:—

- (a) Unie- of plaaslike staatseffekte;
- (b) Uniënings sertifikate;
- (c) Opspaarbankrekenings of -sertifikate;
- (d) Spaarrekenings, permanente aandele of vaste deposito’s in bougenootskappe of banke, of op enige ander wyse wat deur die registrator goedgekeur is.

8. SKADELOOSSTELLING.

Die lede van die Bestuurskomitee en die amptenare en werknemers van die Fonds is nie aanspreeklik vir die skulde en laste van die Fonds nie en hulle word hierby deur die Fonds skadeloos gestel teen alle verliese en koste deur hulle aangegaan in of in verband met die *bona fide* uitvoering van hulle pligte.

9. LIDMAATSKAP.

(i) Alle werknemers in die Chemikalieënywerheid is verplig om lede van die Fonds te word ingesonderd diegene wat ingevolge hierdie Ooreenkoms as lede geskors is.

(ii) Daar word geag dat ’n werknemer tot lidmaatskap van die Fonds toegelaat is sodra die sekretaris die eerste betaling van bydraes ten opsigte van sodanige werknemer ooreenkomstig klousule 11 (vi) ontvang.

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

“Council” or “Industrial Council” means the Industrial Council for the Transvaal Chemical Manufacturing Industry; “employee” means an employee engaged in the Chemical Manufacturing Industry; “Main Agreement” means the Agreement of the Council published under Government Notice No. 1473 of the 3rd October, 1958, as amended under Government Notice No. 586 of the 24th April, 1959, and extended under Government Notice No. 587 of the 24th April, 1959.

4. ESTABLISHMENT OF THE FUND.

There is hereby established a Fund to be known as the “Chemical Manufacturing Industry Sick Benefit Fund” (hereinafter referred to as “the Fund”).

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 physical health of members;
- (iii) to provide, upon the death of a member, a monetary benefit for his nominee or nominees.

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 meetings 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) Union or local government stock;
- (b) Union loan 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 engaged in the Chemical Manufacturing Industry shall be required to 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. BEÏNDIGING VAN LIDMAATSKAP.

(i) Die Bestuurskomitee het die reg om die lidmaatskap van 'n lid te beëindig wat hom aan drankmisbruik, onmatige of immorele gewoontes skuldig maak, met dien verstande dat sodanige besluit gegrond moet wees op grondige getuienis van 'n geregistreerde mediese dokter.

(ii) Beëindiging van lidmaatskap ingevolge subklousule (i) tree in werking vanaf die datum waarop skriftelike kennisgewing in hierdie opsig aan die betrokke lid gegee word deur die sekretaris van die Fonds. Eise om die bystand wat tot op daardie tydstop opgeloopt het, word deur die Fonds uitbetaal, maar geen eis wat volg op die datum van sodanige kennisgewing word uitbetaal nie.

(iii) Daar kan by die Raad appél aangeteken word teen enige besluit van die Bestuurskomitee ingevolge klousule 10 (i). Die Raad moet die appél aanhoor en kan sodanige ondersoek instel en sodanige getuienis aanvaar as wat hy geskik ag en moet 'n besluit neem, wat finaal moet wees.

(iv) Die lidmaatskap van 'n werknemer word beëindig sodra hy uit die diens van die Nywerheid tree; met dien verstande dat 'n werknemer geregtig bly op bystand van die Fonds gedurende enige tydperk waartydens hy werkloos is onmiddellik nadat hy bedank het uit die Nywerheid, maar 'n tydperk van hoogstens vier weke as hy andersins beantwoord aan die vereiste voorwaardes wat hom op sodanige bystand geregtig maak.

Voorts met dien verstande dat sodanige lid nie op siektebetaling geregtig is nie.

11. BYDRAES.

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

(ii) *Werknemers se bydraes.*

(a) *Werknemers wat per week betaal word.*—Elke werknemer wat 'n lid van die Fonds is, moet weeklikse bydraes tot die Fonds doen wat afgetrek sal word van sy weeklikse besoldiging deur sy werkgever ooreenkomstig die volgende skaal:—

<i>Bedrag van gewone basiese weekloon plus lewenskostetoelae.</i>	<i>Bedrag van weeklikse bydraes wat afgetrek moet word.</i>
	s. d.
Tot £3. 3s. 3d.....	0 9
Meer as £3. 3s. 3d. maar hoogstens £4. 7s. 6d....	1 0
Meer as £4. 7s. 6d. maar hoogstens £5. 3s. 3d....	1 6
Meer as £5. 3s. 3d. maar hoogstens £6. 14s.....	2 0
Meer as £6. 14s. maar hoogstens £9. 11s.....	3 0
Meer as £9. 11s. maar hoogstens £13. 3s.....	5 0
Meer as £13. 3s.....	6 0

(b) *Werknemers wat per maand betaal word.*—Elke werknemer wat 'n lid van die Fonds is, moet maandelikse bydraes tot die Fonds doen wat van sy maandelikse besoldiging afgetrek moet word deur sy werkgever ooreenkomstig die volgende skaal:—

<i>Bedrag van gewone basiese maandloon plus lewenskostetoelae.</i>	<i>Bedrag van maandelikse bydraes wat afgetrek moet word.</i>
	£ s. d.
Tot £13. 14s. 1d.....	0 3 3
Meer as £13. 14s. 1d. maar hoogstens £18. 19s. 2d....	0 4 4
Meer as £18. 19s. 2d. maar hoogstens £22. 7s. 5d....	0 6 6
Meer as £22. 7s. 5d. maar hoogstens £29. 0s. 8d....	0 8 8
Meer as £29. 0s. 8d. maar hoogstens £41. 7s. 8d....	0 13 0
Meer as £41. 7s. 8d. maar hoogstens £56. 19s. 8d....	1 1 8
Meer as £56. 19s. 8d.....	1 6 0

(iii) Wanneer 'n lid wat 'n weeklikse betaalde werknemer is vir minder as agt uur in enige week in diens is, of wat 'n maandelikse betaalde werknemer is, vir minder as vyf-en-dertig uur in enige maand in diens is, moet die afrekkings van sy loon soos voorgeskryf by subklousule (ii) nie gedoen word nie, maar in alle ander gevalle moet sodanige afrekkings gemaak word.

(iv) *Werknemers wat met verlof is.*—Wanneer 'n lid met betaalde verlof is, moet sy bydraes voortgesit word asof hy steeds gewerk het, en vir dié doel moet die werkgever die nodige afrekkings van sy verlofbesoldiging doen.

(v) *Werkgewers se bydraes.*—By elke bedrag wat deur die werkgever van die besoldiging van sy werknemers afgetrek word ingevolge subklousules (ii), (iii) en (iv) van hierdie klousule, moet die werkgever as en vir sy bydrae 'n eweredige bedrag byvoeg.

(vi) *Betaling vir bydraes.*—Elke werkgever moet die totale bedrag van bydraes van homself en sy werknemers binne elke kalendermaand betaal ingevolge subklousules (ii), (iii), (iv) en (v) van hierdie klousule, tesame met 'n opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms met sodanige veranderinge as wat die omstandighede mag vereis, behoorlik deur hom ingevul en onderteken teen die 15de van die volgende maand aan die Sekretaris van die Fonds by Posbus 4581, Johannesburg, stuur of aan sodanige ander adres as wat die Sekretaris skriftelik aan die werkgever kan verstrek.

12. MINIMUM BYSTAND.

'n Lid van die Fonds is geregtig op die volgende minimum bystand behoudens die bepalinge van klousules 13 en 14 van hierdie Ooreenkoms:—

(i) *Mediese sorg.*—Mediese sorg, met inbegrip van die koste van X-straalondersoek, operasies, inspuitings, spesialisondersoek, narkotiseursgeld, hospitaal- en verpleeginrigtinggeld, oftalmiese ondersoek en operasies ook hierby inbegrepe. Die totale bedrag

10. TERMINATION OF MEMBERSHIP.

(i) The Management Committee shall have the right to terminate the membership of a member who is of unsound, intemperate 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) 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 four weeks, if he is otherwise in compliance with the conditions entitling him to such benefits.

Provided further that such member shall not be entitled to sick pay.

11. CONTRIBUTIONS.

(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:—

<i>Amount of Ordinary Basic Weekly Wages plus Cost of Living Allowance.</i>	<i>Amount of Weekly Contributions to be Deducted.</i>
	s. d.
Up to £3. 3s. 3d.....	0 9
Over £3. 3s. 3d. but not exceeding £4. 7s. 6d....	1 0
Over £4. 7s. 6d. but not exceeding £5. 3s. 3d....	1 6
Over £5. 3s. 3d. but not exceeding £6. 14s.....	2 0
Over £6. 14s. but not exceeding £9. 11s.....	3 0
Over £9. 11s. but not exceeding £13. 3s.....	5 0
Over £13. 3s.....	6 0

(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:—

<i>Amount of Ordinary Basic Monthly Wage plus Cost of Living Allowance.</i>	<i>Amount of Monthly Contributions to be Deducted.</i>
	£ s. d.
Up to £13. 14s. 1d.....	0 3 3
Over £13. 14s. 1d. but not exceeding £18. 19s. 2d....	0 4 4
Over £18. 19s. 2d. but not exceeding £22. 7s. 5d....	0 6 6
Over £22. 7s. 5d. but not exceeding £29. 0s. 8d....	0 8 8
Over £29. 0s. 8d. but not exceeding £41. 7s. 8d....	0 13 0
Over £41. 7s. 8d. but not exceeding £56. 19s. 8d....	1 1 8
Over £56. 19s. 8d.....	1 6 0

(iii) When a member who is a weekly-paid employee is employed for less than eight hours in any one week, or who is a monthly-paid employee, is employed for less than thirty-five hours in any one month, the deductions from his wages as prescribed by sub-clause (ii) shall not be made, 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 add 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 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, injections, specialists' examinations, anaesthetists' fees, hospital and nursing home fees, including herein ophthalmic examinations and operations. The total amount

van bystand betaalbaar aan of namens 'n lid ooreenkomstig hierdie klousule is, hoogstens eenhonderd-en-veertig pond (£150) in een kalenderjaar, met dien verstande, dat gedurende die eerste kalenderjaar van lidmaatskap die totale waarde van sodanige bystand in verhouding moet wees tot die onverstreke gedeelte van die kalenderjaar vanaf die datum van die lid se toelating tot lidmaatskap van die Fonds, bereken volgens die getal voltooide weke diens van die betrokke werknemer.

(ii) *Brille*.—Die verskaffing van brille op voorskrif van 'n geregistreerde mediese praktisyn, en mag nie een paar in elke kringloop van twee jaar diens oorskry nie.

Die bedrag van die bystand betaalbaar aan of namens 'n lid ooreenkomstig hierdie paragraaf, mag nie drie pond (£3) ten opsigte van enige enkele bril te bowe gaan nie en wanneer enige sodanige bystand betaal is, is die lid nie geregtig op 'n dergelike bystand tot na verloop van twee jaar daarna nie. Hierdie bystand omvat nie herstelwerk aan 'n bril of vervanging daarvan weens verlies, delfstal of vernietiging nie. Die Komitee kan na sy eie goeddunke die vervanging van 'n bril magtig binne 'n tydperk van twee jaar wanneer spesiale omstandighede sodanige magtiging regverdig.

(iii) *Tandheelkundige dienste*.—Tandheelkundige dienste tot die volgende omvang: Die stop van tande, die uittrek van tande, voorbehoedende behandeling, behandeling van die tandvleis, tandworteltherapie, X-strale en kunstgebit. Met dien verstande dat ten opsigte van die vervaardiging, insit of herstel van kunstgebit, die betrokke lid persoonlik aan die Fonds verantwoordelik is vir die betaling van die helfte van die koste wat aangegaan is vir elke afsonderlike diens, en voorts met dien verstande dat bogenoemde dienste nie kroon- en brugwerk insluit nie, asook heelkundige of metaal- en gegote kunstgebit nie.

Die Bestuurskomitee kan egter na sy eie goeddunke die lewering van tandheelkundige dienste anders as die hierbo gespesifiseer, aan enige lid magtig behoudens die voorwaarde dat die totale aanspreeklikheid van die Fonds ten opsigte van tandheelkundige dienste gelewer aan enige lid nie £4, 4s. (Vier pond vier shillings) gedurende enige kalenderjaar te bowe mag gaan nie.

(iv) *Medisyne*.—Voorraad medisyne, verdowingsmiddels, salf, verband en wasmiddels by die magtiging van 'n preskripsie onderteken deur 'n mediese beamppte van die Fonds, moet gratis verskaf word, behalwe dat elke lid die eerste 2s. (Twee shillings) van die koste van elke preskripsie wat opgemaak word, moet betaal.

(v) *Siektebetaling*.—Siektebetaling ten opsigte van enige tydperk of tydperke waartydens sodanige lid ongeskik gemaak word deur siekte of besering en daardeur verhinder word om sy loon te verdien, ooreenkomstig die volgende skaal, maar wat nie altesaam gedurende een kalenderjaar die maksimum bedrag waarop die lid geregtig sou wees ingevolge die volgende skaal, oorskry nie:—

- (a) Wanneer 'n lid se ongeskiktheid nie langer as twee dae duur nie, met inbegrip van nie-werkdae, word daar geen siektebetaling gedoen nie.
- (b) Indien 'n lid se ongeskiktheid in 'n deurlopende tydperk twee werkdæ oorskry maar nie twaalf werkdæ nie, is sodanige lid geregtig op betaling ten opsigte van elke werkdag wat hy van sy werk afwesig was, van 'n bedrag eweredig met dié wat hy op sodanige dae sou verdien het, behoudens die voorbehoudsbepaling dat geen lid daarop geregtig is om meer as £11, per week te ontvang nie, en voorts met dien verstande dat die lewenskostoelae deur die Fonds op sodanige siektebetaling betaal moet word.
- (c) Indien ongeskiktheid langer as twaalf werkdæ duur, moet siektebetaling toegestaan word ooreenkomstig paragraaf (b) ten opsigte van die eerste twaalf werkdæ, en daarna ten opsigte van elke volle dag waarop die werknemer gewoonlik sou gewerk het tot die omvang van 'n verdere tydperk van hoogstens vyf-en-twintig werkdæ teen helfte van die tarief voorgeskryf in paragraaf (b) van hierdie skaal.
- (d) Vir die toepassing van paragrafe (b) en (c) word die dagloon van 'n werknemer soos volg bepaal:—

Werknemers wat per week betaal word.—Die gewone weeklikse besoldiging van die lid, gedeel deur vyf.

Werknemers wat per maand betaal word.—Die gewone maandelikse besoldiging van die lid, gedeel deur vier en een derde, en dan deur vyf, d.w.s.

Maandelikse besoldiging

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

(vi) *Sterftbystand*.—(a) By die dood van 'n lid van die Fonds en by die indiening van 'n sterftesertifikaat, moet die Fonds onmiddellik die bedrag stort en betaal van die bystand voorgeskryf in paragraaf (b) hieronder aan sy behoorlik aangestelde benoemde. Die sterftbystand is nie 'n bate in die boedel van die gestorwe lid nie, maar die benoemde van die afgestorwe lid is geheel en al daarop geregtig.

(b) Die bedrag van die sterftbystand is 'n bedrag gelyk aan viermaal die gewone weekloon plus die voorgeskrewe lewenskostoelae wat die lid ontvang het, of wat hy geregtig sou gewees het om te ontvang op die grondslag van voltydse diens onmiddellik voor sy dood; met dien verstande dat sodanige bedrag nie minder nie as vyftien pond (£15) moet wees en dat die gewone loon waarop sodanige bedrag bereken word, nie die loon moet oorskry wat die lid ontvang het onmiddellik voor sy dood nie.

(c) Elke lid moet op die wyse voorgeskryf in paragraaf (e) hieronder die persoon of persone (wat almal ingesluit is in die aanwysing „benoemde”) benoem wat na sy keuse genoemde bystand by sy dood moet ontvang; sodanige benoemde hoef nie noodwendig 'n afhanklike te wees nie.

of benefits payable to or on behalf of a member in pursuance of this clause shall not exceed one hundred and fifty pounds (£150) within one calendar year; provided that during the first calendar year of membership the total value of such benefits shall be proportionate to the unexpired portion of the calendar 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) *Spectacles*.—The supply of spectacles on the prescription of a Registered Medical Practitioner, and shall not exceed one pair in every cycle of two years of employment.

The amount of the benefit payable to or on behalf of a member in pursuance of this paragraph shall not exceed three pounds (£3) in respect of any one pair of spectacles and when any such benefit has been paid the member shall not be entitled to a similar benefit until the lapse of two years thereafter. This benefit shall not include repairs to spectacles or replacement occasioned by loss, theft or destruction. The Committee may in its discretion authorise the replacement of spectacles within a period of two years when special circumstances merit such authorisation.

(iii) *Dental Services*.—Dental services to the extent of the following: Fillings, extractions, prophylaxes, gum treatments, root therapy, X-ray and dentures; provided that in respect of the manufacture, fitting or repair of dentures, the member concerned shall be personally responsible to the Fund for the payment of half the cost involved for each separate service and provided further that the above services shall not include crown and bridge work, surgical or metal and cast dentures.

Within its discretion, however, the Management Committee may authorise the rendition of dental services to any member, other than those specified above, subject to the condition that the total liability of the Fund in respect of dental services rendered to any member shall not exceed four pounds four shillings (£4, 4s.) during any calendar year.

(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 two shillings (2s.) of the cost 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 two days, including non-working days, no sick pay shall be payable.
- (b) If a member's incapacity in an unbroken period exceeds two working days 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 that which he would have earned on such days, subject to the proviso that no member shall be entitled to receive more than £11 per week, and provided, further, that the cost of living allowance shall be paid by the Fund on such sick pay.
- (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 half the rate prescribed in paragraph (b) of this scale.
- (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 by 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 an amount equivalent to four times the ordinary weekly wage plus the prescribed cost of living allowance which the member was receiving, or would have been entitled to receive upon the basis of full-time employment immediately preceding his death; provided that such amount shall be not less than fifteen pounds (£15) and that the ordinary wage upon which such amount is calculated shall not exceed the wage the member was receiving immediately preceding his 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) Die Bestuurskomitee moet vir die doeleinde van die maak van sodanige benoemings 'n gedrukte vorm voorskryf wat aan lede beskikbaar gestel moet word.

(e) Wanneer die lid sy benoeming doen, moet hy die besonderhede aangee in genoemde vorm invul en sy naam onderaan teken in die teenwoordigheid van twee getuies, wat terselfdertyd ook die benoemingsvorm moet onderteken.

(f) Onmiddellik nadat die lid sy benoemingsvorm ingevul het, moet hy dit aan die Sekretaris van die Fonds by die kantoor van die Fonds besorg, en die Sekretaris is verantwoordelik vir die veilige bewaring van alle benoemingsvorme aldus ingelewer.

(g) 'n Lid kan sy benoemde te eniger tyd verander deur 'n ander benoemingsvorm behoorlik in te vul en dit in te dien, waarop sy vorige benoemingsvorm aan hom terugbesorg moet word, wat hy dan moet vernietig in die teenwoordigheid van die Sekretaris of die persoon wat in die Sekretaris se plek optree.

(h) Indien 'n lid meer as een benoemde aangestel het, moet die bedrag van die bystand betaalbaar uit die Fonds by sy dood eweredig verdeel word onder sodanige benoemdes en dienooreenkomstig aan hulle uitbetaal word.

(i) Indien 'n benoemde wat deur 'n lid aangestel is nie binne twaalf maande vanaf die sterfdatum van 'n lid opgespoor kan word nie, vervel die sterftebystand.

(j) Indien 'n lid sterf sonder dat hy 'n benoemingsvorm ingevolge paragrawe (e) en (f) hierbo ingevul en/of ingedien het, het die Bestuurskomitee die bevoegdheid om na sy eie goeddunke aan enige persoon binne twaalf maande vanaf die dood van sodanige lid die bedrag van die bystand wat betaalbaar sou gewees het aan sodanige lid se benoemde indien sodanige lid 'n benoemingsvorm ingevul en by die Sekretaris ingedien het, te betaal; met dien verstande dat enige sodanige betaling, en die persoon aan wie dit betaal word, goedgekeur moet word deur 'n besluit van die Raad.

13. DEPERKING VAN BYSTAND.

(i) 'n Lid is nie geregtig op enige van die bystand voorgeskryf by klousule 12 van hierdie Ooreenkoms voordat hy vier weke diens in die Nywerheid voltooi het nie en behoudens sy bydrae van die verpligte bedrag aan die Fonds vir 'n totale tydperk van vier weke, as hy 'n werknemer is wat by die week betaal word, of vir 'n totale tydperk van een maand, as hy 'n werknemer is wat per maand betaal word, egter behoudens die bepalinge van paragraaf (iii) van hierdie klousule.

(ii) 'n Werknemer wat 'n lid van die Fonds is by die inwerking-treding van hierdie Ooreenkoms, is onmiddellik geregtig op die bystand voorgeskryf by klousule 12 van hierdie Ooreenkoms.

(iii) Wanneer die lidmaatskap van 'n werknemer beëindig is ooreenkomstig klousule 10 (iv) en hy binne ses kalendermaande daarna weer 'n lid ingevolge klousule 9 word vanweë sy herindiening in die Nywerheid, is hy, nadat hy weer eens bydraes tot die Fonds gedoen het, vir 'n totale tydperk van vier weke, as hy 'n weeklikse besoldigde werknemer is, of vir 'n totale tydperk van een maand, as hy 'n maandelikse besoldigde werknemer is, vanaf die datum van herinstelling van sy lidmaatskap geregtig op bystand asof sy lidmaatskap nie aldus beëindig was nie.

(iv) Indien die omstandighede wat aanleiding gegee het tot 'n eis deur 'n lid vir bystand kragtens klousule 12 ook aanleiding gee of redelikerwys geag kan word om aanleiding te gee tot 'n eis deur sodanige lid vir—

(a) vergoeding kragtens die Ongevallewet asdan van krag; of

(b) skadevergoeding wat voortspruit uit 'n motorvoertuig of motorfietsongeluk;

vir of ten opsigte van enige item van vergoeding of skadevergoeding wat ingesluit is in die bystand in genoemde klousule gespesifiseer, is sodanige lid nie geregtig om 'n eis teen die Fonds in te stel voordat hy sodanige eis om vergoeding of skadevergoeding vir beoordeling voorgeleë het of voordat sodanige eis deur ooreenkoms besleg is nie, en die bedrag van enige sodanige beslissing, ten gunste van sodanige lid of die bedrag aan hom betaalbaar ingevolge enige sodanige beslegting of ingevolge die Ongevallewet, word afgetrek van die totale bedrag van bystand betaalbaar aan hom ingevolge genoemde klousule.

(v) 'n Lid is nie geregtig op siektebetaling ingevolge klousule 12 ten opsigte van enige tydperk van of betaalde of onbetaalde verlof nie.

(vi) 'n Lid is nie op enige bystand geregtig indien die Bestuurskomitee kragtens 'n billike rede besluit dat die lid se eis om bystand voortspruit uit siektevoorwendsel of dat sodanige eis ontstaan van siekte of besering wat die gevolg is van die pleeg van of 'n poging om misdaad te pleeg, of van drankmisbruik, onmatigheid, ontug, geslagsiekte, oproerige of onwettige wanordelike gedrag of enige ander wangedrag of opsetlikheid, deelname aan professionele sport, deelname aan wedrenne deur middel van 'n motor, motorfiets, motorboot of enige ander kragvoertuig, vlieg in enige ander hoedanigheid as 'n passasier wat reisgeld betaal of opsetlike weiering om die advies of instruksies van die mediese beampte van die Fonds of van 'n wetlik gekwalifiseerde mediese praktisyn uit te voer na wie die lid deur die mediese beampte van die Fonds verwys is.

(vii) Die bystand voorgeskryf in klousules 12 (i), (ii), (iii), en (iv) omvat nie kunsledemate of kunsoë of enige koste in verband met verloskundige gevalle nie.

(viii) Geen eise om bystand of enige gedeelte daarvan ooreenkomstig klousules 12 (i), (ii), (iii), en (iv) word deur die Fonds betaal nie tensy dit ingestel is binne drie maande vanaf die datum van die aangaan van aanspreeklikheid ten opsigte waarvan sodanige eis ingestel word, en tensy gesteen deur 'n behoorlike

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

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

(f) Forthwith upon the member completing his nomination 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.

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 four weeks of employment in the Industry and subject to his having contributed the obligatory amount to the Fund for a total period of four weeks, if he is an employee paid by the week, or for a total period of one month, if he is a monthly-paid employee, subject, however, to the provisions of paragraph (iii) of this clause.

(ii) An employee, who is a member of the Fund at the commencement of operation of this Agreement, shall with immediate effect be entitled to the benefits prescribed by clause 12 of this Agreement.

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

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

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

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

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

(v) 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.

(vi) A member shall not be entitled to any benefits if the Management Committee decides upon reasonable cause that the member's claim to benefit arises from malingering or that such claim arises from illness or injury resulting from the commission of or attempt to commit a crime, or resulting from insobriety, intemperance, immorality, venereal disease, riotous or unlawful disorderly conduct or any other misconduct or wilfulness, participation in professional sports, 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.

(vii) 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.

(viii) 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

opgawe van rekenings ten opsigte van sodanige aanspreeklikheid, en geen eis om siektebetaling ooreenkomstig klousule 12 (v) word deur die Fonds betaal as dit nie binne drie maande vanaf die eerste dag van ongeskiktheid ingestel word nie.

(ix) 'n Lid is nie geregtig op siektebetaling soos voorgeskryf by klousule 12 (v) nie as hy geregtig is op die betaling deur sy werkgever ingevolge 'n dienskontrak van sy gewone loon gedurende die tydperk ten opsigte waarvan siektebetaling geëis word.

(x) Slegs koste aangegaan na aanleiding van behandeling deur die behoorlik aangestelde praktisyns van die Fonds word deur die Fonds uitbetaal, met dien verstande egter dat die Bestuurskomitee na eie goeie dunks aanspreeklikheid kan aanvaar waar lede in 'n noodgeval, of terwyl hulle weg is van hulle gewone verblyfplek met jaarlikse verlof of om een of ander wettige rede, mediese of ander koste aangaan binne die ooreenkomstige klousule by ander praktisyns as dié deur die Bestuurskomitee aangestel.

14. STAKING VAN BYSTAND.

Bystand van die Fonds staak wanneer die totale bedrag van die Fonds se belegging, kontant in spaaringsleggings, kontant in vaste deposito's of opsegbare deposito's, kontant in die bank op lopende rekening en kontant voorhande benede die som van £750 (Sewehonderd-en-vyftig pond) daal, en daarna sal bystand nie hervat word totdat sodanige totale bedrag gestyg het tot die som van £1,000 (Eenduisend pond) nie.

15. ARBITRASIE IN GESKILLE.

As enige geskil tussen 'n lid van die Fonds en die Bestuurskomitee ontstaan betreffende enige eis om bystand, bydraes deur die lid betaalbaar, regte en verpligtings van die lid met betrekking tot die Fonds, die vertolkings van die bepalinge van hierdie artikel van die reglement van die Fonds of enige ander saak wat mag voortspruit uit die bepalinge van hierdie artikel of die reglement van die Fonds uitgesonderd enige geskil wat ontstaan uit enige besluit van die Bestuurskomitee ooreenkomstig klousule 10 (i) en sodanige geskil nie besleg is deur ooreenkoms binne twee maande vanaf die datum waarop dit ontstaan het nie, moet die geskil na die Raad verwys word en moet dit *mutatis mutandis* afgehandel word ooreenkomstig die prosedure neergelê in klousule 12 van die Raad se konstitusie.

16. LIKWIDASIE.

(i) By verstryking van hierdie ooreenkoms deur verloop van tyd of weens enige ander rede, word die Fonds steeds deur die Bestuurskomitee geadminestreer totdat die bates van die Fonds uitgeput is, of totdat die Fonds oorgedra word aan of gealgameer word met enige ander fonds wat vir dieselfde doeleindes ingestel is as dié waarvoor die Fonds geskep is, of totdat dit gelikwedeer is.

(ii) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig (2) van die Wet, administreer die Bestuurskomitee steeds die Fonds en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of dit ontbind word, word geag lede daarvan te wees vir sodanige doeleindes, met dien verstande egter dat enige vakature wat in die komitee ontstaan, deur die Minister gevul kan word uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, sodat 'n gelyke getal werknemer- en werkgewer-vertegenwoordigers in die ledetal van die Komitee verseker is.

(iii) In geval sodanige Komitee nie in staat is nie of onwillig is om sy pligte uit te voer of daarin 'n dooie punt ontstaan wat die administrasie van die Fonds onuitvoerbaar of onwenslik maak na die mening van die Minister, kan hy 'n kurator of kurators aanstel om die pligte van die Komitee uit te voer en wat al die bevoegdhede van die Komitee vir sodanige doeleindes sal besit. By die verstryking van hierdie Ooreenkoms moet die Fonds gelikwedeer word op die wyse uiteengesit in subklousule (iv) hieronder, en indien die sake van die Raad alreeds afgehandel is en sy bates verdeel is by die verstryking van die Ooreenkoms, moet die saldo van hierdie Fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitgemaak het.

(iv) By die likwidering van die Fonds ingevolge subklousule (i) hierbo, moet die geld wat in die krediet van die Fonds bly na die betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, in die fondse van die Raad inbetaal word.

17. VRYSTELLINGS.

Die Raad kan op die aanbeveling van die Bestuurskomitee of by sy eie besluit vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen onder sulke voorwaardes en vir so 'n tydperk as wat hy kan bepaal.

18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek op sy perseel 'n kopie van hierdie Ooreenkoms in die vorm voorgeskryf by die regulasies kragtens die Wet, vertoon en vertoon hou in leesbare skrif in albei die amptelike tale van die Unie.

Namens die partye op hede die 30ste dag van September 1959 te Johannesburg onderteken.

G. A. P. DIENST,
Voorsitter van die Raad.
L. J. COOMBES,
Ondervoorsitter van die Raad.
C. A. PAPPAS,
Sekretaris van die Raad.

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.

(ix) 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.

(x) 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 seven hundred and fifty pounds (£750) and thereafter benefits shall not recommence until such total amount has risen to the sum of one thousand pounds (£1,000).

15. ARBITRATION IN DISPUTES.

When any dispute arises between a member of the Fund and the Management Committee concerning any claim for benefits, contributions payable by the member, rights and obligations of the member in relation to the Fund, the interpretation of the provisions of this section of the rules of the Fund, or any other matter arising out of the provisions of this section or the rules of the Fund [except any dispute arising out of any decision of the Management Committee in pursuance of clause 10 (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, or until it be liquidated.

(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 thirty-four (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 Minister 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 Minister, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess, all the powers of the Committee for such purpose. Upon the 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 thirty-four (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 exemptions 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 Union.

Signed at Johannesburg on behalf of the parties on this 30th day of September, 1959.

G. A. P. DIENST,
Chairman of the Council.
L. J. COOMBES,
Vice-Chairman of the Council.
C. A. PAPPAS,
Secretary of the Council.

STAAT VAN BYDRAES.
STATEMENT OF CONTRIBUTIONS.

Posbus/P.O. Box 4581, Foon/Telephone: 33-6645.
Derde Verdieping/Third Floor,
Vulcangebou/Vulcan House,
H/v Anderson- en Joubertstraat/Cor. of Anderson and Joubert Streets,
Johannesburg.

Naam van Firma _____
Name of Firm _____
Bydraes vir maand van _____ 19 _____
Contributions for month of _____

TJEKS BETAALBAAR AAN/CHEQUES PAYABLE TO:

SIKTEBYSTANDFONDS VAN DIE CHEMIKALIEËNYWERHEID.
CHEMICAL MANUFACTURING INDUSTRY SICK BENEFIT FUND.

AANHANGSEL A.
ANNEXURE A.

Adres _____
Address _____
Tidperk vanaf _____ Tot _____
Period from _____ To _____

Datum/Date _____
Foon/Telephone _____
Getal weke/No. of weeks _____

Sieke- fondse- kaartno. Sick Fund Card No.	Volle Naam/Name in Full. (In drukletters/In block letters.)		Indienstredings- datum. (Slegs nuwe werknemers.) Date entered Service. (New Employees only.)	Uitdiens- tredingsdatum. Date left Service.	Werknemer se betrekking. Occupation of Employee.	Weekliks besoldigde werknemers. Weekly-paid Employees.								Maandeliks besoldigde werknemers. Monthly-paid Employees.	
	Familiennaam. Surname.	Voornaam/First Name.				Loon per week. (Basiese loon plus L.K.T.) Wages per week. (Basic wages plus C.O.L.A.)	Weke gewerk. Attendances—Weeks:					Totale getal weke. Total weeks.	Totaal. Total.	Loon per maand. (Basiese loon plus L.K.T.) Wages per month. (Basic wages plus C.O.L.A.)	Totaal. Total.
							1ste. 1st.	2de. 2nd.	3de. 3rd.	4de. 4th.	5de. 5th.				
												£ s. d.		£ s. d.	

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

Werknemer se bydraes (A en B) £ _____
Employees' contributions (A and B)
Werkgewer se bydraes £ _____
Employers' contributions
Totaal hierby betaal £ _____
Total remitted herewith

(A) TOTAAL: £ _____
TOTAL

(B) TOTAAL: £ _____
TOTAL

Leesstof vir die Boer en sy Vrou!

Die Departement van Landbou, Pretoria, publiseer die volgende gesinsblad (in-Afrikaans en Engels) in belang van boere in die besonder, van die landbou-bedryf in die algemeen en van alle vroue—

BOERDERY in Suid-Afrika

waarby ingelyf is „Die Vrou en haar Huis”

'n Maandblad bevattende kort, praktiese artikels, spesiaal bedoel vir die boer en sy vrou wat goeie, deskundige advies verlang en geskryf in eenvoudige, nie-tegniese taal; ryklik toegelig met foto's Elke boer behoort met sy Departement in voeling te bly en die advies te verkry wat dit in staat is om te gee, deur middel van—



INTEKENGELD
in die Unie van Suid-
Afrika (met inbegrip
van Suidwes-Afrika),
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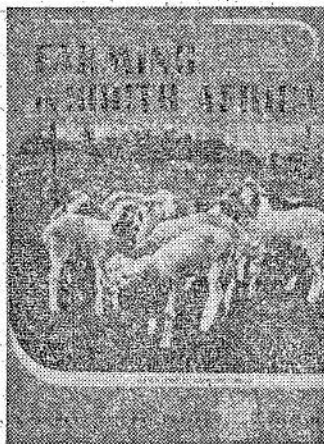
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