



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2062

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 2062

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 112]

PRETORIA, 25 OCTOBER 1974
25 OKTOBER

[No. 4464

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1898 25 October 1974

INDUSTRIAL CONCILIATION ACT, 1956

**CHEMICAL INDUSTRY (CAPE).—PROVIDENT
FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Chemical Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1978, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1978, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all Bantu employed in the said industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

29152—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1898 25 Oktober 1974

WET OP NYWERHEIDSVERSOENING, 1956

**CHEMIKALIEËNYWERHEID (KAAP).—
VOORSORGFONDSOOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Chemikalieënywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1978 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1978 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1978 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde 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.

M. VILJOEN, Minister van Arbeid.

4464—1

SCHEDULE

THE INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY (CAPE)

AGREEMENT

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

Cape Manufacturing Chemists' and Druggists' Association

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

Chemical and Allied Workers' Union

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

being parties to the Industrial Council for the Chemical Industry (Cape).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Chemical Industry—

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

(b) in the Municipal Area of Cape Town as it existed on 19 October 1966, and in the Magisterial Districts of Goodwood and Bellville (excluding those portions which, in terms of Government Notices 2102 and 173 of 2 November 1945 and 9 February 1973, respectively, were transferred from the Magisterial District of Wynberg), in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 and 283 of 8 February 1957 and 2 March 1962 respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 661 of 19 April 1974 fell within the Magisterial District of Stellenbosch but which prior to 2 March 1962 fell within the Magisterial District of Bellville.

(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; provided that the terms of this Agreement shall not apply to any employee who on 17 October 1966 was, or thereafter became, a participant in and member of any fund providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of such employee during such period only as such fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which such fund provides are on the whole not less favourable than the benefits provided by the Fund continued in terms of clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in force until 31 December 1978 or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Act or in the Main Agreement shall have the same meanings as in that Act or Agreement, as the case may be, and, unless the contrary intention appears, words importing the masculine gender shall include females; and words importing the singular number shall include the plural and *vice versa*; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act (Act 28 of 1956), as amended;

"Chemical Industry" or "Industry" means the Industry in which employers and employees are associated for the preparation, manufacture, bottling, wrapping and/or packing of the following commodities in establishments which are liable to registration under the Factories, Machinery and Building Work Act, 1941, viz.:

Medical preparations intended for human or animal use, toilet preparation, perfumes or scents, antiseptics, deodorants, chemical products for photographic purposes, baking powder and/or constituents, yeast, starch, gelatine, essences, flavouring and colouring matter for foodstuffs;

"Council" means the Industrial Council for the Chemical Industry (Cape);

BYLAE

DIE NYWERHEIDSRAAD VIR DIE CHEMIKALIEË-NYWERHEID (KAAP)

OOREENKOMS

ingevalge die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangeaan deur en tussen die

Cape Manufacturing Chemists' and Druggists' Association

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

Chemical and Allied Workers' Union

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

wat die partye by die Nywerheidsraad vir die Chemikalieënywerheid (Kaap) is.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalinge van hierdie Ooreenkoms moet in die Chemikalieënywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die munisipale gebied van Kaapstad soos dit op 19 Oktober 1966 bestaan het en die landdrosdistrikte Goodwood en Bellville (uitgesonderd daardie gedeeltes wat ingevalge Goewermentskennisgewings 2102 en 173 van onderskeidelik 2 November 1945 en 9 Februarie 1973 vanaf die landdrosdistrik Wynberg oorgeplaas is), in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat onderskeidelik voor die publikasie van Goewermentskennisgewings 171 en 283 van 8 Februarie 1957 en 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het, maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in klousule 4 van die Hofooreenkoms voorgeskryf word: Met dien verstande dat hierdie Ooreenkoms nie van toepassing is nie op 'n werknemer wat op 17 Oktober 1966 'n deelnemer of 'n lid was of daarna geword het, van enige ander fonds wat pensioen en/of voorsorgvoordele verskaf en wat op die gemelde datum reeds bestaan en waarvan die werkgewer van so 'n werknemer op die gemelde datum 'n deelnemer is, of op die werkgewer van so 'n werknemer, slegs gedurende dié tydperk wat sodanige fonds voortgaan om te funksioneer en die werkgewer sowel as die werknemer deelnemers daarvan is, indien, na die mening van die Raad, die voordele wat sodanige fonds verskaf in sy geheel nie minder gunstig is nie as die voordele wat verskaf word deur die Fonds wat ingevalge klousule 4 van hierdie Ooreenkoms voortgesit word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ingevalge artikel 48 (1) van die Wet mag vastel en bly van krag tot 31 Desember 1978 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet of in die Hofooreenkoms omskryf word, het dieselfde betekenis as in daardie Wet of Ooreenkoms, na gelang van die geval, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue, en woorde wat die enkelvoud aandui, ook die meervoud, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening (Wet 28 van 1956), soos gewysig;

"Chemikalieënywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die bereiding, vervaardiging, bottel, toedraai en/of verpakking van ondergenoemde handelsartikels in bedryfsinrigtings wat ingevalge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is, naamlik:

Geneeskundige preparate wat bedoel is vir gebruik deur mens of dier, toiletpreparate, parfuum of reukwater, antiseptiese middels, reukverdrywers, chemiese produkte vir fotografiese doeleindes, bakpoeier en/of bestanddele daarvan, gis, stysel, gelatien, ekstrakte, geursels en kleurstowwe vir eetware;

"Raad" die Nywerheidsraad vir die Chemikalieënywerheid (Kaap);

"employer's contribution" means in relation to any member the like amount contributed by the employer in terms of clause 9 (2);

"Fund" means the Chemical Industry (Cape) Provident Fund, continued by this Agreement;

"Main Agreement" means the last published agreement of the Council which prescribes wages for employees employed in the Industry;

"member" or "member of the Fund", or "contributor" means an employee who in terms of clause 7 is a member of, and liable to contribute to, the Fund;

"member's contribution" means the total amount contributed by a member in terms of clause 9 (1);

"retiring age" means the age of 60 in the case of male contributors and 55 in the case of female contributors;

"Secretary" means the Secretary of the Council and includes any official appointed to assist the Secretary;

4. PROVIDENT FUND

(1) The Fund established under Government Notice R. 1520 of 7 October 1966 and known as the Chemical Industry (Cape) Provident Fund is hereby continued for the purpose of providing benefits to members of the Fund as set out in this Agreement.

(2) The Fund shall consist of—

(a) any moneys standing to the credit of the fund on the date of coming into operation of this Agreement;

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

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

(d) any other moneys to which the Fund may become entitled.

5. ADMINISTRATION OF FUND

(1) The administration of the Fund shall be vested in the Council.

(2) The expense of administering the Fund shall be a charge upon the Fund.

(3) The Council shall have the power to—

(a) sanction all payments and expenditures on behalf of the Fund;

(b) appoint such committees as may be necessary for the administration of the Fund, define their duties and supervise their operations;

(c) adopt rules for the application for the payment of benefits and the payment thereof: Provided such rules are not inconsistent with the provisions of this Agreement or any Act;

(d) decide upon the investments of the moneys of the Fund in accordance with the provisions of clause 6;

(e) perform all such other duties as the Council may deem necessary or desirable for the proper administration of the Fund.

(4) Three copies of any rules adopted by the Council and any amendments thereto shall be lodged with the secretary who shall transmit one copy to the Secretary for Labour.

6. FINANCE

(1) 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 therefrom shall be by cheque signed by such persons not being less than two, as may from time to time be authorised to sign by the Council.

(2) (a) Moneys of the Fund surplus to its requirements for expenses shall not be invested otherwise than in—

(i) stock of the Government of the Republic of South Africa or Local Government stocks;

(ii) National Savings Certificates;

(iii) Post Office Savings accounts or certificates;

(iv) Savings accounts, permanent shares or fixed deposits in building societies or banks; or

(v) in any other manner approved by the Registrar.

(b) The Council may call in or vary such investments as it may from time to time determine, subject to the provisions of paragraph (a).

(3) The secretary shall cause full and true accounts of the Fund to be kept and shall cause to be prepared a bi-annual account for the periods ending 30 June and 31 December of all revenue and expenditure of the Fund and a statement showing its assets and liabilities. The Council shall appoint a public accountant to audit such accounts and statements which shall be certified by him and be countersigned by the Chairman of the Council. A copy of such statements, duly countersigned and certified, shall, within three months of the close of the period

"werkgeversbydrae" met betrekking tot 'n lid, 'n gelyke bedrag wat deur die werkgegewer ingevolge klousule 9 (2) bygedra word;

"Fonds" die Voorsorgsfonds vir die Chemikalieënywerheid (Kaap), wat kragtens hierdie Ooreenkoms voortgesit word;

"Hofooreenkoms" die laaste gepubliseerde ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers wat in die Nywerheid werksaam is.

"lid" of "lid van die Fonds" of "bydraer" 'n werknemer wat ingevolge klousule 7 'n lid is van die Fonds en daartoe moet bydra;

"lidbydrae" die totale bedrag wat 'n lid ingevolge klousule 9 (1) bydra;

"aftreeouderdom" die ouderdom van 60 jaar in die geval van mansbydraers, en 55 in die geval van vrouebydraers;

"Sekretaris" die Sekretaris van die Raad en omvat dit enige amptenaar wat aangestel word om die Sekretaris behulpsaam te wees;

4. VOORSORGSFONDS

(1) Die Fonds wat ingestel is by Goewermmentskennisgewing R. 1520 van 7 Oktober 1966 en wat bekend staan as die Voorsorgsfonds vir die Chemikalieënywerheid (Kaap), word hierby voortgesit ten einde aan die bydraers bystand te verleen soos in hierdie Ooreenkoms uiteengesit.

(2) Die Fonds bestaan uit—

(a) enige bedrae geld wat op die datum van inwerkingtreding van hierdie Ooreenkoms tot die krediet van die Fonds staan;

(b) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort word;

(c) rente verkry uit die belegging van geld van die Fonds; en

(d) alle ander geld waarop die Fonds geregtig mag word.

5. ADMINISTRASIE VAN DIE FONDS

(1) Die administrasie van die Fonds berus by die Raad.

(2) Die administrasie-uitgawes van die Fonds kom ten laste van die Fonds.

(3) Die Raad het die bevoegdheid om—

(a) alle betalings en uitgawes namens die Fonds te bekragtig;

(b) dié komitees aan te stel wat vir die administrasie van die Fonds nodig mag wees, hul pligte te omskryf en oor hul werksaamhede toesig te hou;

(c) die reëls op te stel waarvolgens daar om die betaling van bystand aansoek gedoen moet word, en waarvolgens die bystand betaal moet word: Met dien verstande dat sodanige reëls nie onbestaanbaar met hierdie Ooreenkoms of enige Wet is nie;

(d) ooreenkomstig klousule 6 te besluit hoe die geld van die Fonds belê moet word;

(e) al dié ander pligte te verrig wat die Raad nodig of wenslik mag ag vir die behoorlike administrasie van die Fonds.

(4) Drie kopieë van alle reëls wat die Raad opgestel het, en alle wysigings daarvan, moet by die sekretaris ingedien word, en hy moet een kopie aan die Sekretaris van Arbeid stuur.

6. FINANSIES

(1) Alle geld wat die Fonds ontvang, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen word. Daar moet 'n amptelike kwitansie uitgereik word vir alle geld wat die Fonds ontvang, en onttrekkings geskied per tjek, onderteken deur dié persone, maar minstens twee, wat die Raad van tyd tot tyd mag magtig om te teken.

(2) (a) Surplusfondsgeld nadat die Fonds sy verpligtings ten opsigte van uitgawes nagekom het, mag slegs beleë word en—

(i) Staatseffekte van die Republiek van Suid-Afrika, of effekte van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Poskantoorpaarrekenings of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke; of

(v) op enige ander wyse wat die Registrateur goedkeur.

(b) Behoudens paragraaf (a) mag die Raad dié beleggings waarop hy van tyd tot tyd mag besluit, oproep of wysig.

(3) Die sekretaris moet volledige en juiste rekenings van die Fonds laat hou en moet twee maal per jaar vir die tydperke geëindig 30 Junie en 31 Desember rekenings laat opstel van alle inkomste en uitgawes van die Fonds, en ook 'n staat wat die bates en laste daarvan aantoon. Die Raad moet 'n openbare rekenmeester aanstel om hierdie rekenings en state te ouditeur en te sertifiseer, en die voorsitter van die Raad moet dit mede-onderteken. Die sekretaris moet 'n kopie van sodanige state, behoorlik medeonderteken en gesertifiseer, saam met die oudi-

to which it relates, be transmitted to the Industrial Registrar by the secretary together with any report thereon made by the auditor. A copy thereof shall be made available for inspection by members of the Fund.

(4) A public accountant or actuary shall at such times as the Council may decide, conduct an investigation into the Fund and make a valuation of its assets and liabilities and shall report thereon to the Council together with a recommendation as to whether provision could be made for the payment of additional benefits to members.

7. MEMBERSHIP

(1) Every employee to whom the Main Agreement applies and who has completed not less than three months continuous employment in the Industry, shall be deemed to be a member of the Fund and to be liable to contribute to the Fund.

(2) When an employee is re-employed in the Industry and such employee has prior to the date on which he is re-employed had not less than three months' continuous employment in the Industry, such employee shall, subject to the proviso to sub-clause (5) of this clause, be deemed to be a member of the Fund, with full credit for the contributions paid by him and on his behalf for his previous period of membership, and be liable to contribute from the date on which he is so re-employed.

(3) Notwithstanding anything to the contrary in this clause no employee who enters the Industry for the first time after the age of fifty (50), in the case of females, and fifty-five (55), in the case of males, shall be admitted to membership of the Fund.

(4) A member of the Fund who has reached the retiring age may, if his employer agrees to retain him in employment, elect to continue to be a member of the Fund and to contribute.

(5) Whenever the employment of a member has been terminated and he has applied for and been paid benefit in terms of this Agreement and he is thereafter re-employed in the Industry, such member shall, for the purposes of this Agreement and subject to the provisions of subclause (3), be deemed to have entered the Industry for the first time as from the date he is so re-employed: Provided that the Council may, on application by the employee concerned and provided he repays to the Fund the full amount of the benefit so paid to him, reinstate such employee as a member of the Fund with full credit for the contributions paid by him and on his behalf for his previous period of membership.

(6) Whenever the employment of a member is terminated and he is re-employed in the Industry before he has been paid any benefit in terms of the Agreement, any application for benefit by such member shall be deemed to be cancelled and he shall be deemed to have resumed membership and to be liable to contribute to the Fund as from the date he is so re-employed.

(7) For the purpose of calculating continuous employment, an employee shall be deemed to be or to have been in employment during any annual leave granted in terms of the Main Agreement, notwithstanding the fact that, by reason of the period of his employment, he is or was not entitled to be paid his full remuneration for the whole of the period of such leave.

8. RECORD OF MEMBERS AND CONTRIBUTORS

(1) Every employer shall, if he has not yet done so in terms of a previous Agreement of the Council, within 14 days from the date on which this Agreement comes into operation and every person who becomes an employer after that date, shall, within 14 days, forward to the secretary a statement of all employees subject to the Main Agreement and in his employ on that date.

Such statement shall set out in respect of such employee—

- his full name and his factory number;
- his age, race and sex;
- his address;
- the date from which he had been in the continuous employ of the employer.

(2) Every employer shall monthly not later than the 15th of the succeeding month forward to the secretary a statement in the form of Annexure "A" to this Agreement showing—

- employees who entered his employment setting out in respect of such employees the particulars referred to in sub-clause (1);
- employees whose employment with him was terminated and the date of such terminations;
- employees who during the month completed three months continuous employment with him;
- employees who were entitled to no remuneration in any week.

teur se verslag daaroor binne drie maande na afloop van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrator stuur. 'n Kopie daarvan moet aan die Fondslede ter insae beskikbaar gestel word.

(4) 'n Openbare rekenmeester of aktuaris moet op dié tye wat die Raad mag bepaal, die Fonds ondersoek en die waarde van sy bates en laste bepaal, en moet by die Raad daarvoor verslag doen en ook aanbevel of daar voorsiening gemaak moet word vir die betaling van addisionale bystand aan lede.

7. LIDMAATSKAP

(1) Elke werknemer op wie die Hoofoorreënoms van toepassing is, en wat minstens drie maande ononderbroke diens in die Nywerheid voltooi het, word geag 'n lid van die Fonds te wees en tot die Fonds te moet bydra.

(2) Wanneer 'n werknemer weer in die Nywerheid in diens geneem word, en sodanige werknemer voor die datum van sy herindiensneming vir minstens drie maande aaneenlopend in die Nywerheid werksaam was, moet sodanige werknemer, behoudens die voorbehoudsbepaling by subklousule (5) van hierdie klousule, geag word 'n lid van die Fonds te wees, met volle krediet vir die bydraes wat deur en namens hom ten opsigte van sy voorafgaande lidmaatskapstydperk betaal is, en moet hy vanaf die datum van sodanige herindiensneming tot die Fonds bydra.

(3) Ondanks andersluidende bepalings in hierdie klousule, word geen werknemer wat vir die eerste keer na die ouderdom van vyftig (50) jaar, in die geval van vroue, en vyf-en-vyftig (55), in die geval van mans, tot die Nywerheid toetree, toegelaat om 'n lid van die Fonds te word nie.

(4) 'n Lid van die Fonds wat die aftree-ouderdom bereik het kan, indien sy werkgever daartoe instem om hom in diens te hou, kies of hy 'n lid van die Fonds wil bly en wil bydra.

(5) Wanneer die diens van 'n lid beëindig is en hy ingevolge hierdie Ooreënoms om bystand aansoek gedoen het en dit aan hom betaal is, en hy daarna weer in die Nywerheid in diens geneem word, word sodanige werknemer vir die toepassing van hierdie Ooreënoms en behoudens subklousule (3) geag vanaf die datum waarop hy weer so in diens geneem word vir die eerste keer tot die Nywerheid toe te getree het: Met dien verstande dat die Raad, wanneer die betrokke werknemer daarom aansoek doen en mits hy die volle bedrag aan bystand wat aldus aan hom betaal is, aan die Fonds terugbetaal, sodanige werknemer as 'n lid van die Fonds kan herstel en hom ten opsigte van die vorige lidmaatskapstydperk volle krediet kan toestaan vir die bydraes wat hy betaal het en wat namens hom betaal is.

(6) Wanneer 'n lid se diens beëindig word en hy, voordat bystand ingevolge die Ooreënoms aan hom betaal is, weer in die Nywerheid in diens geneem word, word sodanige lid se aansoek om bystand geag gekanselleer te wees en word hy geag sy lidmaatskap te hervat het en vanaf die datum waarop hy aldus weer in diens geneem is, tot die Fonds te moet bydra.

(7) Ten einde ononderbroke diens te bereken, word 'n werknemer geag in diens te wees of te gewees het gedurende jaarlikse verlof wat ingevolge die Hoofoorreënoms toegestaan is, afgesien daarvan of hy as gevolg van sy diensstydperk daarop geregtig is of was om sy volle besoldiging vir die hele sodanige verlofstydperk betaal te word of nie.

8. STAAT VAN LEDE EN BYDRAERS

(1) Elke werkgever moet, indien hy nog nie ingevolge 'n vorige Ooreënoms van die Raad so gemaak het nie, binne 14 dae na die datum van inwerkingtreding van hierdie Ooreënoms en elke persoon wat na daardie datum 'n werkgever word, moet binne 14 dae 'n staat van alle werknemers op wie die Hoofoorreënoms van toepassing is en wat op daardie datum in sy diens is, aan die sekretaris stuur.

Sodanige staat moet ten opsigte van sodanige werknemers die volgende meld:

- Sy volle naam en sy fabrieksnummer;
- sy ouderdom, ras en geslag;
- sy adres;
- die datum waarop sy ononderbroke diens by die werkgever begin het.

(2) Elke werkgever moet maandeliks voor of op die 15de van die daaropvolgende maand aan die sekretaris 'n staat in die vorm van Aanhangel "A" van hierdie Ooreënoms stuur, wat die volgende aantoon:

- Die werknemers wat tot sy diens toegetree het, en hy moet ten opsigte van sodanige werknemers die besonderhede in subklousule (1) gemeld, noem;
- die werknemers wie se diens by hom beëindig is, en die datum van sodanige beëindiging;
- die werknemers wat gedurende die maand drie maande ononderbroke diens by hom voltooi het;
- die werknemers wat in 'n bepaalde week op geen besoldiging geregtig was nie.

(3) The secretary shall maintain a record card in respect of each employee, on which shall be recorded the particulars referred to in subclauses (1) and (2) of this clause.

(4) For the purpose of this clause the term "continuous employment" shall have the meaning assigned to it in clause 7 (7).

9. CONTRIBUTIONS

(1) *Member's contributions.*—For the purpose of the Fund, each employer shall deduct each week from the wages paid to each member of the Fund employed by him the sum of 10c as such member's contribution to the Fund: Provided that no contribution shall be payable by a member in respect of any week for which he is entitled to no remuneration.

(2) *Employer's contributions.*—To the amount deducted in terms of subclause (1) the employer shall add a like amount and forward to the Secretary of the Council each month the total sum not later than the 15th day of the succeeding month.

10. AMOUNT OF BENEFIT

(1) *Withdrawal benefit.*—The benefit payable to a member whose employment in the Industry terminates for any reason other than retirement on reaching the retiring age or on account of his permanent physical incapacity to continue at work in the Industry established to the satisfaction of the Council in accordance with the provisions of subclause (3) hereof or on account of his death shall be—

(a) when the member has contributed to the Fund for a period of less than one year—the amount of the member's own contributions;

(b) when the member has contributed to the Fund for a period of one year or more—the amount of the member's own contributions, plus 5 per cent of the amount of the employer's contributions on his behalf in respect of each completed year of membership with a maximum of 100 per cent of such employer's contributions.

(2) *Retirement benefit.*—When the employment of a member terminates on or after the date on which he reaches the retiring age, the benefit payable shall be double the amount of the member's own contributions, plus the amount of the employer's contributions made on his behalf.

(3) *Retirement on the grounds of physical incapacity.*—When a member satisfies the Council that by reason of ill-health or other physical incapacity not due to his own misconduct he is permanently unfit to continue at work in the Industry, the benefit payable shall be double the amount of the member's own contribution, plus the amount of the employer's contributions made on his behalf.

(4) *Death benefit.*—Upon the production of proof of the death of a member the benefit payable shall be double the amount of the member's contributions, plus the amount of the employer's contributions made on his behalf.

11. PAYMENT OF BENEFITS

(1) Application for benefits shall be in the form of Annexure "B" to this Agreement.

(2) No benefit shall be payable in respect of any claim until a period of at least six months has elapsed from the time the claimant ceased to be a contributor: Provided that this condition shall not apply—

(a) in the case of benefit payable when an employee leaves the Industry on reaching the retiring age; or

(b) if the Council is satisfied that the member is permanently unable to continue working in the Industry by reason of physical incapacity; or

(c) in the case of death benefit; or

(d) if the Council is satisfied that the member concerned has been required permanently to leave the area in which this Agreement applies; or

(e) if the Council otherwise decides.

(3) A death benefit shall be paid into the estate of the member.

(4) (a) If any benefit due and payable other than to the estate of the member is not claimed within one year of the date it became due, the Council shall within three months of the expiry of the said period of one year publish an advertisement in two successive issues of two newspapers circulating in the area to which this Agreement applies, stating that a list of the persons who have not claimed benefit within such period of one year is available for inspection at the offices of the Council and of the trade union which is a party to this Agreement and at such other place as the Council may decide and calling upon interested persons to submit claims for such benefits within a period of three months from the date of the last publication and to furnish details as to the grounds on which such benefit is claimed.

(3) Die sekretaris moet 'n rekordkaart ten opsigte van elke werknemer hou, en die besonderhede in subklousules (1) en (2) van hierdie klousule gemeld, moet daarop aangeteken word.

(4) Vir die doeleindes van hierdie klousule het die uitdrukking "ononderbroke diens" dieselfde betekenis as wat in klousule 7 (7) daaraan geheg word.

9. BYDRAES

(1) *Lidbydraes.*—Vir die doel van die Fonds moet elke werkgewer elke week van die lone wat aan elke lid van die Fonds wat by hom werksaam is, betaal word, 10c aftrek as sodanige lid se bydrae tot die Fonds: Met dien verstande dat 'n lid ten opsigte van 'n week waarin hy op geen besoldiging geregtig is nie, geen bydrae moet betaal nie.

(2) *Werkgewersbydraes.*—Die werkgewer moet by die bedrag wat ingevolge subklousule (1) afgetrek word, 'n bedrag voeg wat daaraan gelyk is en die totale bedrag elke maand voor of op die 15de dag van die daaropvolgende maand aan die Sekretaris van die Raad stuur.

10. BYSTANDSBEDRAG

(1) *Uittredingsbystand.*—Die bystand betaalbaar aan 'n lid wie se diens in die Nywerheid om 'n ander rede beëindig word as aftrede by aftree-ouderdom, of weens sy permanente fisiese ongeskiktheid om voort te gaan om in die Nywerheid te werk, wat ooreenkomstig subklousule (3) hiervan tot tevredenheid van die Raad vasgestel is, of weens sy afsterwe, is—

(a) indien die lid vir 'n tydperk van minder as een jaar tot die Fonds bygedra het—die bedrag wat die lid self bygedra het;

(b) indien die lid vir 'n tydperk van een jaar of langer tot die Fonds bygedra het—die bedrag wat die lid self bygedra het, plus 5 persent van die bedrag wat die werkgewer namens hom bygedra het ten opsigte van elke voltooië lidmaatskapsjaar met 'n maksimum van 100 persent van die bydraes van sodanige werkgewer.

(2) *Bystand by aftrede.*—Indien 'n lid se diens beëindig word op of na die datum waarop hy die aftree-ouderdom bereik, is die betaalbare bystand dubbel die bedrag wat die lid self bygedra het, plus die bedrag wat die werkgewer namens hom bygedra het.

(3) *Aftrede op grond van fisiese ongeskiktheid.*—Indien 'n lid die Raad oortuig dat hy weens swak gesondheid of 'n ander fisiese ongeskiktheid wat nie aan sy eie wangedrag toe te skryf is nie, permanent ongeskik is om voort te gaan om in die Nywerheid te werk, is die betaalbare bystand dubbel die bedrag wat die lid self bygedra het, plus die bedrag wat die werkgewer namens hom bygedra het.

(4) *Sterftebystand.*—Wanneer bewys van die afsterwe van 'n lid gelewer word, is die betaalbare bystand dubbel die bedrag wat die lid self bygedra het, plus die bedrag wat die werkgewer namens hom bygedra het.

11. BETALING VAN BYSTAND

(1) Aansoek om bystand moet gedoen word in die vorm van Aanhangsel "B" van hierdie Ooreenkoms.

(2) Daar word geen bystand ten opsigte van 'n eis betaal nie tot tyd en wyl 'n tydperk van minstens ses maande verloop het vanaf die tydskop waarop die eiser opgehou het om 'n bydraer te wees: Met dien verstande dat hierdie voorwaarde nie van toepassing is nie—

(a) in die geval van bystand wat betaalbaar is indien 'n werknemer die Nywerheid verlaat wanneer hy die aftree-ouderdom bereik; of

(b) indien die Raad oortuig is dat die lid weens fisiese ongeskiktheid permanent nie in staat is om in die Nywerheid te bly werk nie; of

(c) in die geval van sterftebystand; of

(d) indien die Raad oortuig is dat daar van die betrokke lid vereis word om die gebied waarin hierdie Ooreenkoms van toepassing is, permanent te verlaat; of

(e) indien die Raad anders beslis.

(3) Sterftebystand moet in die boedel van die lid inbetaal word.

(4) (a) Indien bystand wat verskuldig en betaalbaar is, behalwe aan 'n lid se boedel, nie binne een jaar vanaf die datum waarop dit verskuldig word, geëis word nie, moet die Raad binne drie maande vanaf die verstryking van gemelde tydperk van een jaar, 'n advertensie publiseer in twee opeenvolgende uitgawes van twee koerante wat in die gebied waarop hierdie Ooreenkoms van toepassing is, in omloop is, en daarin moet gemeld word dat 'n lys van die persone wat nie binne sodanige tydperk van een jaar bystand geëis het nie, ter insae beskikbaar is op die kantore van die Raad en van die vakvereniging wat party by hierdie Ooreenkoms is, en by dié ander plek waarop die Raad mag besluit, en belanghebbendes moet daarin versoek word om binne 'n tydperk van drie maande vanaf die laaste datum van publikasie sodanige bystandseis in te dien, en om die gronde waarop sodanige bystand geëis word, in besonderhede te meld.

(b) The Council shall at the meeting following the last day upon which such claims may be submitted, consider such claims and may pay to the persons entitled to any benefit the amount thereof less such portion of the cost of advertising as it may deem fit.

(c) In the event of no claim being made within a period of six months from the date of the last publication by or on behalf of any person whose name appears on the list any benefits due to him shall be forfeited to the Fund.

12. ADMINISTRATION

(1) Whenever, in terms of clause 10 (3), a question arises as to whether a member is permanently physically unfit to continue at work in the Industry, the Council may, as a condition precedent to the payment of benefits, in terms of clause 10 (3) or to the waiving of the waiting period prescribed in clause 11 (2), require the member to undergo an examination by a medical practitioner nominated by it, and the cost of such examination shall be a charge on the Fund.

(2) Any member who applies for benefits in terms of clause 10 (3) or for the waiving of the waiting period on the grounds of physical incapacity shall be deemed to have authorised the medical practitioner concerned to disclose to the Council the result of his examination.

(3) Whenever the question of the age of a member arises, such age shall be established by the production of a birth or baptismal certificate: Provided that, if the member concerned is unable to produce such a certificate, the Council shall investigate the matter and the probable age of the member as determined by the Council shall, for the purposes of this Agreement, be deemed to be the age of the member.

13. BENEFITS NOT TO BE CEDED OR ASSIGNED

Save as provided in clause 11 (2), benefits accrued or payable in terms of this Agreement shall not be—

(a) 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, and the Fund shall be under no obligation to recognise, acknowledge or act on any such undertaking or document which purports to be such a cession, assignment, transfer or making over; or

(b) capable of being attached by an order or process of court;

(c) set off against any debt due by the person entitled to such benefit.

14. DISPUTES

Any dispute concerning the interpretation of any provision of this Agreement shall be referred to the Council which shall deal with the matter in terms of its constitution.

15. DISSOLUTION

(1) Upon the expiry of this Agreement or any extension thereof and in the event of a further agreement to continue the Fund not being negotiated within a period of two years from the date of the expiry of this Agreement or any extension thereof, the Fund shall be liquidated as though the members had left the Industry and are entitled to benefits in terms of clause 10 (1); Provided that, in respect of any benefit payable in terms of this subclause, the waiting period prescribed in clause 11 (2) shall not apply. The Fund shall be liquidated by a person or persons appointed by the Council.

(2) In the event of the Council being dissolved during the currency of the Agreement or any extension thereof then, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund and the obligations imposed on employers in terms of clause 8 shall cease as from the day following the date of publication in the *Government Gazette*, the notice in terms of section 34 of the Act, of the dissolution of the Council, and the Fund shall thereupon be liquidated in the manner prescribed in subclause (1): Provided that the duties in connection with such liquidation shall be performed by such person or body as the Registrar may appoint.

16. LIQUIDATION

(1) Upon the liquidation of the Fund in terms of clause 15, the first charge on the Fund shall be any amounts due in respect of administration and liquidation expenses.

(2) Any balance standing to the credit of the Fund after payment of all claims in terms of clause 15, including administration and liquidation expenses, shall be distributed *pro rata* amongst the remaining members according to the period of membership of such members.

(b) Op die vergadering wat volg op die laaste dag waarop sodanige eise ingedien mag word, moet die Raad sodanige eise oorweeg en mag hy diegene wat op bystand geregtig is, die bedrag daarvan betaal, min daardie gedeelte van die advertensiekoste wat hy goedvind.

(c) Indien 'n persoon wie se naam op die lys voorkom nie binne 'n tydperk van ses maande vanaf die datum van die laaste publikasie, 'n eis instel nie, of indien daar nie namens hom 'n eis ingestel word nie, word alle bystand wat aan hom verskuldig is, aan die Fonds verbeur.

12. ADMINISTRASIE

(1) Wanneer daar ingevolge klousule 10 (3) 'n vraag ontstaan of 'n lid permanent fisies ongeskik is om in die Nywerheid te bly werk, kan die Raad as 'n opskortende voorwaarde by die betaling van bystand ingevolge klousule 10 (3), of by die tersydestelling van die wagtydperk in klousule 11 (2) voorgeskryf, van 'n lid vereis dat hy deur 'n mediese praktisyn wat die Raad aangewys het, ondersoek word, en die Fonds moet die koste van sodanige ondersoek dra.

(2) 'n Lid wat aansoek doen om bystand ingevolge klousule 10 (3) of dat die wagtydperk op grond van fisiese ongeskiktheid tersyde gestel moet word, word geag die betrokke mediese praktisyn te gemagtig het om die resultaat van sy ondersoek aan die Raad bekend te maak.

(3) Waar die ouderdom van 'n lid ter sake kom, word sodanige ouderdom vasgestel deur die voorlegging van 'n geboorte- of doopsertifikaat: Met dien verstande dat, indien die betrokke lid nie in staat is om sodanige sertifikaat voor te lê nie, die Raad die saak moet ondersoek en die waarskynlike ouderdom van die lid, soos deur die Raad vasgestel, vir die toepassing van hierdie Ooreenkoms geag word die ouderdom van die lid te wees.

13. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Behoudens klousule 11 (2) kan bystand wat ingevolge hierdie Ooreenkoms opgeloop het of betaalbaar is—

(a) nie in die algemeen of as sekuriteit vir 'n skuld of verpligting van die bydrae gesedeer, afgestaan, oorgedra of op enige wyse oorgemaak word nie, en die Fonds staan onder geen verpligting om sodanige onderneming of dokument wat voorgee om sodanige sedering, afstand, oordrag of oormaking te wees, te erken of daarvolgens te handel nie; of

(b) nie deur 'n hofbevel of 'n geregtelike proses beslag op gelê word nie; of

(c) nie van skuld wat verskuldig is deur die persoon wat op sodanige bystand geregtig is, afgetrek word nie.

14. GESKILPUNTE

'n Geskil oor die uitleg van enige bepaling van hierdie Ooreenkoms moet na die Raad verwys word, en die Raad moet die saak ooreenkomstig sy konstitusie behandel.

15. ONTBINDING

(1) Wanneer hierdie Ooreenkoms, of enige verlenging daarvan, verstryk, en indien daar nie binne 'n tydperk van twee jaar vanaf die datum waarop hierdie Ooreenkoms, of enige verlenging daarvan verstryk het, 'n verdere ooreenkoms aangegaan word om die Fonds voort te sit nie, moet die Fonds gelikwider word asof die lede die Nywerheid verlaat het en geregtig is op die bystand ooreenkomstig klousule 10 (1): Met dien verstande dat ten opsigte van enige voordeel wat hierdie subklousule betaalbaar is, die wagtydperk in klousule 11 (2) voorgeskryf, nie van toepassing sal wees nie. Die Fonds moet gelikwider word deur 'n persoon of persone wat deur die Raad aangewys is.

(2) Ingeval die Raad gedurende die geldigheidsduur van die Ooreenkoms, of 'n verlenging daarvan, ontbind word, word die bydraes tot die Fonds en die verpligtinge werkgewers opgelê ooreenkomstig klousule 8, ondanks andersluidende bepalinge in hierdie Ooreenkoms gestaak vanaf die dag wat volg op die datum waarop die kennisgewing van die ontbinding van die Raad ingevolge artikel 34 van die Wet in die *Staatskoerant* gepubliseer is, en die Fonds moet daarna gelikwider word op die wyse in subklousule (1) voorgeskryf: Met dien verstande dat die pligte in verband met sodanige likwidasië gedoen moet word deur dié persoon of liggaam wat die Registrateur mag aanwys.

16. LIKWIDASIE

(1) Wanneer die Fonds ingevolge klousule 15 gelikwider word, is die eerste koste waarmee die Fonds gedebiteer moet word alle bedrae wat ten opsigte van administrasie- en likwidasië koste verskuldig is.

(2) Enige saldo wat na betaling van alle eise ingevolge klousule 15 in die krediet van die Fonds staan, insluitend administrasie- en likwidasië koste, moet *pro rata* tussen die oorblywende lede verdeel word met inagneming van hul tydperk van lidmaatskap.

(3) Any further balance in the Fund shall, if the Council is still functioning, be paid into the funds of the Council: Provided that if the Council has already been wound up and dissolved the balance shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

17. EXEMPTIONS

The Council may grant exemption conditionally or otherwise from any provision of this Agreement or in respect of any person for any reason deemed by it to be good and sufficient.

18. INDEMNITY

The secretary, the members of the Council and their alternates and the members of any local committee appointed in terms of clause 5 (3) shall not be liable for any loss to the Fund by reason of any investment made in good faith or by reason of any act in their bona fide administration of the Fund.

Signed at Cape Town on behalf of the parties on this 13th day of March 1974.

B. SPITZGLASS, Chairman.

T. PETERSEN, Vice-Chairman.

J. D. F. COLINESE, Assistant Secretary.

(3) Indien daar nog 'n saldo in die Fonds oorbly, moet dit in die fondse van die Raad gestort word, indien die Raad nog funksioneer: Met dien verstande dat indien die Raad alreeds gelikwedeer en ontbind is, die saldo ooreenkomstig artikel 34 (4) van die Wet verdeel moet word asof dit 'n deel van die algemene fondse van die Raad uitmaak.

17. VRYSTELLINGS

Die Raad kan om 'n rede wat hy afdoende ag, voorwaardelik of op 'n ander wyse vrystelling van enige bepaling van hierdie Ooreenkoms of ten opsigte van enigiemand verleen.

18. VRYWARING

Die Sekretaris, lede van die Raad en hul plaasvervangers en die lede van 'n plaaslike komitee wat kragtens klousule 5 (3) aangestel is, is nie vir 'n verlies wat die Fonds ly as gevolg van 'n belegging wat te goeder trou gemaak is nie, of vir 'n verlies as gevolg van 'n handeling in hul bona fide-administrasie van die Fonds aanspreeklik nie.

Namens die partye op hede die 13de dag van Maart 1974 te Kaapstad onderteken.

B. SPITZGLASS, Voorsitter.

T. PETERSEN, Ondervoorsitter.

J. D. F. COLINESE, Assistent-sekretaris.

ANNEXURE A

THE CHEMICAL INDUSTRY (CAPE) PROVIDENT FUND

The Secretary
P.O. Box 1536
CAPE TOWN

Name and address of firm.....
.....
.....19.....

To be submitted in duplicate

MONTHLY RETURN FOR THE MONTH ENDED.....

ENGAGEMENTS

Surname (maiden name to be given in brackets)	First names (in full)	Provident Fund No.	Address	Race	Sex	Date of birth	Date engaged
.....							
.....							
.....							

TERMINATIONS OF SERVICE

Surname (maiden name to be given in brackets)	First names (in full)	Provident Fund No.	Address	Race	Sex	Date terminated
.....						
.....						
.....						

NEW PROVIDENT FUND CONTRIBUTORS

(i.e. employees who have completed three months service)

Surname (maiden name to be given in brackets)	First names (in full)	Provident Fund No.	Race	Sex	Date of first contribution
.....					
.....					
.....					

EMPLOYEES WITHOUT PAY FOR ONE WEEK OR MORE

Surname (maiden name to be given in brackets)	First names (in full)	Provident Fund No.	Race	Sex	Week ended
.....					
.....					
.....					

RETURN OF CONTRIBUTIONS

Dear sir,

I enclose the sum of R....., representing contributions to the Provident Fund for the month ended.....

No. of employees

Date

.....for the week ended.....
for the week ended.....
for the week ended.....
for the week ended.....
for the week ended.....

Total No.....

Employees at 10 cents per week..... R.....

add—

Employer's contribution of 10 cents per week per employee..... R.....

TOTAL..... R.....

N.B.—This return should reach the Secretary of the Fund on or before the 15th of the month succeeding that to which it refers.

Yours faithfully,

(Signature)

AANHANGSEL A

DIE VOORSORGSFONDS VIR DIE CHEMIKALIEËNWERHEID (KAAP)

Die Sekretaris
 Posbus 1536
 KAAPSTAD

Naam en adres van firma.....

19.....

Moet in tweevoud ingedien word

MAANDELIKSE OPGAWE VIR DIE MAAND GEËINDIG.....

INDIENSNEMINGS

Familienaam (nooiensvan moet tussen hakies aan- gedui word)	Voorname (voluit)	Voorsorgsfonds- no.	Adres	Ras	Geslag	Geboorte- datum	Datum van indiensneming
.....							
.....							
.....							
.....							

DIENSBEËINDIGINGS

Familienaam (nooiensvan moet tussen hakies aan- gedui word)	Voorname (voluit)	Voorsorgsfonds- no.	Adres	Ras	Geslag	Datum van diensbeëindiging
.....						
.....						
.....						
.....						

NUWE BYDRAERS TOT VOORSORGSFONDS

(d.w.s. werknemers wat drie maande diens voltooi het)

Familienaam (nooiensvan moet tussen hakies aan- gedui word)	Voorname (voluit)	Voorsorgsfonds- no.	Ras	Geslag	Datum van eerste bydrae
.....					
.....					
.....					
.....					

WERKNEMERS SONDER BETALING VIR EEN WEEK OF MEER

Familienaam (nooiensvan moet tussen hakies aan- gedui word)	Voorname (voluit)	Voorsorgsfonds- no.	Ras	Geslag	Week geëindig
.....					
.....					
.....					
.....					

OPGAWE VAN BYDRAES

Geagte heer,

Ek sluit die bedrag van R..... in, synde bydraes tot die Voorsorgsfonds vir die maand geëindig.....

Getal werknemers

Datum

.....vir die week geëindig.....

.....vir die week geëindig.....

.....vir die week geëindig.....

.....vir die week geëindig.....

.....vir die week geëindig.....

Totale getal.....

Werknemers teen 10 sent per week.....

plus—

Werkgewer se bydrae, 10 sent per week per werknemer.....

R.....

R.....

TOTAAL..... R.....

Opmerking.—Hierdie opgaawe moet die Sekretaris van die Fonds bereik voor of op die 15de van die maand wat volg op die een waarop dit betrekking het.

Die uwe,

(Handtekening)

ANNEXURE B

THE CHEMICAL INDUSTRY (CAPE) PROVIDENT FUND

Telegrams: "Factories", Cape Town

Telephone: 43-6631

P.O. Box 1536, Cape Town

Broadway Industries Centre
Heerengracht
Foreshore
Cape Town

The Secretary

The Chemical Industry (Cape) Provident Fund

P.O. Box 1536, Cape Town

APPLICATION FOR BENEFIT

Surname..... Formerly.....

First Names.....

Present Address.....

Date of birth..... Provident Fund No.....

I hereby claim the payment of the benefit due to me from the Provident Fund for the following reasons:

- Employer terminated my employment.
- I gave notice.
- Incapacitated by ill-health from continuing to work.
- Have reached the retiring age.
- I have been required to leave the area.

(Cross out whichever is inapplicable)

The date of the termination of my employment was.....

Witness..... Signature.....

Date.....

Note.—(1) Except in the case of physical incapacity or where a member has reached the retiring age (55 for females or 60 for males) or has been required to leave the area payment of benefit can only be made six months after the member was last employed.

- When a member claims benefit on the grounds of incapacity the following medical certificate must be completed by a medical practitioner.

THE CHEMICAL INDUSTRY (CAPE) PROVIDENT FUND

Medical Certificate of Incapacity

I,, residing at.....

hereby certify that I have examined.....

and am of the opinion that he/she is permanently unfit to continue to work in the Chemical Industry by reason of:

(Here describe the condition causing incapacity)

(Date)

(Signature)

(Qualification)

AANHANGSEL B

DIE VOORSORGSFONDS VIR DIE CHEMIKALIEËNYWERHEID (KAAP)

Telegramme: "Factories", Kaapstad

Telefoon: 43-6631

Posbus 1536, Kaapstad

Broadway Industries-sentrum
Heerengracht
Die Strand
Kaapstad

Die Sekretaris

Die Voorsorgsfonds vir die Chemikalieënywerheid (Kaap)

Posbus 1536, Kaapstad

AANSOEK OM BYSTAND

Familienaam..... Voorheen.....

Voorname.....

Huidige adres.....

Geboortedatum..... Voorsorgsfondsnummer.....

Ek eis hierby dat die bystand wat die Voorsorgsfonds aan my verskuldig is, om die volgende redes betaal word:

- Die werkgewer het my diens beëindig;
- ek het kennis gegee;
- weens swakgesondheid ongeskik om te bly werk;
- ek het die aftree-ouderdom bereik;
- daar word van my vereis om die gebied te verlaat.

(Skrap wat nie van toepassing is nie)

Die datum waarop my diens beëindig is, is.....

Getuie..... Handtekening.....

Datum.....

Opmerking: (1) Behalwe in die geval van fisiese ongeskiktheid, of wanneer 'n lid die aftree-ouderdom bereik het (55 vir vroue of 60 vir mans) of wanneer daar van hom vereis word om die gebied te verlaat, kan bystand betaal word slegs ses maande nadat die lid laas in diens was.

- Wanneer 'n lid op grond van ongeskiktheid bystand eis, moet onderstaande mediese sertifikaat deur 'n mediese praktisyn ingevul word.

DIE VOORSORGSFONDS VIR DIE CHEMIKALIEËNYWERHEID (KAAP)

Mediese Ongeskiktheidsertifikaat

Ek,, wat te.....

woon, sertifiseer hierby dat ek..... ondersoek het, en dat ek van mening is dat hy/sy om die volgende redes permanent ongeskik is om in die Chemikalieënywerheid te bly werk:

(Beskryf hier die toestand wat tot ongeskiktheid aanleiding gee)

(Datum)

(Handtekening)

(Kwalifikasie)

Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houters en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

Use it.

Don't abuse it.

water is for everybody

Werk mooi daarmee.

Ons leef daarvan

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