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No. 9593

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 287

15 February 1985

LABOUR RELATIONS ACT, 1956

CHEMICAL INDUSTRY (CAPE).—TRAINING FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1989, 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; and

(b) in terms of section 48 (1) (b) of the said Act, declare that provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 9, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY (CAPE)

TRAINING FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, 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

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 287

15 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

CHEMIKALIEËNYWERHEID (KAAP).—OPLEIDINGSFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1989 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die Bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 9, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1989 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE CHEMIKALIEËNYWERHEID (KAAP)

OPLEIDINGSFONDSOOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan 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

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

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

(b) in the municipal area of Cape Town as it existed on 19 October 1966, and in the Magisterial Districts of Goodwood (excluding those portions which in terms of Government Notice 1882 of 3 October 1975 were transferred from the Magisterial District of The Cape and excluding those portions which in terms of Government Notice 1611 of 3 September 1976 were transferred from the Magisterial Districts of The Cape and Wynberg) 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. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, or in the Main Agreement shall have the same meaning as in that Act or Agreement, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

(1) "Chemical Industry" means the Chemical Industry as defined in the Main Agreement of the Industrial Council for the Chemical Industry (Cape);

(2) "chemical product" means any product or commodity which falls within the scope of the Chemical Industry as defined in (1) above;

(3) "employee" means any person who is eligible to pay Industrial Council levies;

(4) "employer" means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business;

(5) "employers' organisation" means the Cape Manufacturing Chemists' and Druggists' Association;

(6) "Fund" means the Cape Chemical Industry Training Fund;

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

(8) "Main Agreement" means any current agreement of the Council published in terms of the Act, which prescribes wages for employees employed in the Industry, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

(9) "Management Committee" means the Management Committee appointed by the Council for the management of the Training Fund;

(10) "trade union" means the Chemical and Allied Workers' Union;

(11) "training incentives" means any grant, subsidy, bounty or other financial benefit paid from the Fund to an employer for the education and training of employees.

4. TRAINING FUND

(1) There is hereby established a Fund to be known as the "Cape Chemical Industry Training Fund" for the purpose of—

(a) promoting, stimulating and encouraging interest and expertise in technical, economic and scientific education, training and research in all matters associated with the production and distribution of chemical products with a view to achieving maximum efficiency in the industry;

(b) to establish support or promote education, research or training in or for the Chemical Industry by establishing, improving and maintaining facilities for such activities and by associating and co-operating with existing facilities;

(c) to provide training, whether in-company or at suitable facilities, for employees in the industry;

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

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

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Chemikalieënywerheid (Kaap) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, wat onderskeidelik betrokke is by of werksaam is in die Nywerheid;

(b) in die munisipale gebied van Kaapstad soos dit op 19 Oktober 1966 bestaan het en in die landdrostrikte Goodwood (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewing 1882 van 3 Oktober 1975 vanaf die landdrostrik Die Kaap oorgeplaas is, en uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewing 1611 van 3 September 1976 vanaf die landdrostrikte Die Kaap en Wynberg oorgeplaas is) en Bellville (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 2102 en 173 van onderskeidelik 2 November 1945 en 9 Februarie 1973 vanaf die landdrostrik Wynberg oorgeplaas is), in daardie gedeeltes van die landdrostrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings 171 en 283 van 8 Februarie 1957 en 2 Maart 1962 binne die landdrostrik Bellville geval het en in daardie gedeelte van die landdrostrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing 661 van 19 April 1974 binne die landdrostrik Stellenbosch geval het, maar wat voor 2 Maart 1962 binne die landdrostrik Bellville geval het.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ingevolge artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkinge wat in hierdie Ooreenkoms geësig is en in die Wet op Arbeidsverhoudinge, 1956, of in die Hoof-ooreenkoms omskryf word, het dieselfde betekenis as in daardie Wet of Ooreenkoms, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

(1) "Chemikalieënywerheid" die Chemikalieënywerheid soos omskryf in die Hoof-ooreenkoms van die Nywerheidsraad vir die Chemikalieënywerheid (Kaap);

(2) "chemiese produk" 'n produk of handelsartikel wat binne die bestek van die Chemikalieënywerheid val soos in (1) hierbo omskryf;

(3) "werknemer" iemand wat heffings aan die Nywerheidsraad moet betaal;

(4) "werkgever" iemand wat werk verskaf aan of iemand in diens neem en hom besoldig of uitdruklik of stilswyend onderneem om hom te besoldig, of wat iemand op watter wyse ookal toelaat om hom by te staan met die voortsetting of bestuur van sy besigheid;

(5) "werkgewersorganisasie" die Cape Manufacturing Chemists and Druggists' Association;

(6) "Fonds" die Opleidingsfonds van die Chemikalieënywerheid (Kaap);

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

(8) "Hoof-ooreenkoms" enige bestaande Ooreenkoms van die Raad ooreenkomstig die Wet gepubliseer, wat lone voorskryf vir werknemers wat in die Nywerheid werksaam is, of by die afwesigheid van sodanige ooreenkoms die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

(9) "Bestuurskomitee" die Bestuurskomitee deur die Raad aangestel vir die bestuur van die Opleidingsfonds;

(10) "vakvereniging" die Chemical and Allied Workers' Union;

(11) "opleidingsaansporings" die toekenning, subsidie, premie of ander geldelike bystand wat uit die Fonds aan 'n werkgever betaal word vir die onderwys en opleiding van werknemers.

4. OPLEIDINGSFONDS

(1) Hierby word daar 'n fonds gestig, genoem die "Opleidingsfonds van die Chemikalieënywerheid (Kaap)", met die doel om—

(a) belangstelling en vakkundigheid in tegniese, ekonomiese en natuurwetenskaplike onderwys, opleiding en navorsing te bevorder, te stimuleer en aan te moedig in alle sake wat in verband staan met die produksie en verspreiding van chemiese produkte ten einde maksimum doeltreffendheid in die Nywerheid te bereik;

(b) onderwys, navorsing of opleiding in of vir die Chemikalieënywerheid in te stel, te steun of te bevorder deur fasiliteite vir sodanige werksaamhede te skep, te verbeter en in stand te hou en met bestaande fasiliteite te skakel en saam te werk;

(c) opleiding vir werknemers in die Nywerheid te verskaf, hetsy binne die Nywerheid of by geskikte fasiliteite;

- (d) to publicise vocational opportunities offered by the Industry;
- (e) to provide training incentives to employers as may be determined from time to time by the Council by way of grants, subsidies, bounties or other financial benefits to educate and train employees subject to certain minimum standards being complied with;
- (f) to receive contributions from employers for the purpose of furthering the objects detailed herein and to spend such funds in accordance with these objects and the provisions of this scheme;
- (g) to borrow, invest, lend, subscribe or donate money for the furtherance of these objects;
- (h) to do all such things as may be necessary to achieve the aims set out above: Provided that the objects herein detailed shall be strictly interpreted to aim at securing benefits for the Industry as a whole.

5. ADMINISTRATION OF THE FUND

- (1) The Training Fund shall be administered by the Council who may appoint a Management Committee for the specific administration of the Fund under the directives and control of the Council.
- (2) In addition to all other powers, duties or functions conferred upon the Council by legislation, custom or otherwise, the Council shall have the power, right and duty to—
 - (a) deal with all matters coming within the scope of the objects of the Fund;
 - (b) invest the moneys of the Fund and control expenditure;
 - (c) determine the amount of and conditions pertaining to the payment of training incentives to employers in the Industry for training purposes;
 - (d) make such bye-laws and regulations for the conduct of its business as it may consider advisable;
 - (e) delegate to a Management Committee appointed by it to administer the Fund all or any of its powers under this subsection or any other powers it may legally be entitled to delegate.

6. CONTRIBUTIONS TO THE FUND

For the purpose of meeting the expenses of the Fund, the Fund shall maintain and administer its own Funds, which shall be vested in the Fund and shall be financed by—

- (a) The money and assets standing to the credit of the Fund;
- (b) by contributions to be made by employers and such contributions shall be of the amount and shall be made in the following manner;

On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, the employer shall contribute on behalf of each of his employees an amount of 10 cents. The total amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council month by month and not later than the 15th day of each month in the manner prescribed in clause 15 of the Council's Main Agreement;
- (c) such earnings as may accrue from investment of the proceeds;
- (d) any other moneys to which the Fund may become entitled by virtue of these rules, or which may be donated to the Fund.

7. FINANCE

- (1) The moneys received by the Fund shall be applied to the payment of expenses, the acquisition of property and the attainment of objects of the Fund as specified in clause 4 of this Agreement.
- (2) All moneys paid into 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 payments from the Fund shall be made by cheque signed by such persons as may from time to time be authorised by the Council.
- (3) All moneys not required to meet current payments or as a reasonable operating balance shall be invested as directed by the Council in accordance with section 21 (3) of the Labour Relations Act, 1956.
- (4) The Council shall appoint a public accountant who shall be paid out of the Fund. The accounts of the Fund shall be audited annually for the period ended 31 December. Copies of the audited accounts shall be made available to the Council and a copy shall be transmitted to the Industrial Registrar.
- (5) All administration charges shall be a charge against the Fund.

8. DISSOLUTION OF THE FUND

- (1) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Fund not being negotiated within a period of three years from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated as though the contributors had left the Industry. The Fund shall during the said period of three years or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee.

- (d) beroepsgeleenthede wat die Nywerheid aanbied, bekend te stel;
- (e) by wyse van toekennings, subsidies, premies of ander geldelike bystand opleidingsaansporings soos van tyd tot tyd deur die Raad bepaal aan werkgewers te verskaf ten einde werknemers te onderrig en op te lei op voorwaarde dat daar aan sekere minimum standaarde voldoen word;
- (f) bydraes van werkgewers te ontvang ten einde die doelwitte hierin uiteengesit te bevorder en om dié fondse ooreenkomstig hierdie doelwitte en die bepalings van hierdie skema te bestee;
- (g) geld vir die bevordering van hierdie doelwitte te leen, te belê, uit te leen, by te dra of te skenk;
- (h) alles te doen wat nodig is om bogenoemde doelstellings te bereik: Met dien verstande dat by die vertolkning van die doelwitte hierin uiteengesit die doel streng daarop gerig moet wees om voordele vir die Nywerheid in sy geheel te verseker.

5. ADMINISTRASIE VAN DIE FONDS

- (1) Die Opleidingsfonds moet deur die Raad geadminestreer word wat 'n Bestuurskomitee kan aanstel vir die spesifieke administrasie van die Fonds onder die leiding en beheer van die Raad.
- (2) Benewens al die ander bevoegdhede, pligte en funksies by wetgewing, gebruik of andersins aan die Raad opgedra, het die Raad die bevoegdheid, reg en verpligting om—
 - (a) met alle sake te handel wat binne die bestek van die doelwitte van die Fonds val;
 - (b) die geld van die Fonds te belê en sy uitgawes te beheer;
 - (c) die bedrag van en die voorwaardes met betrekking tot die betaling van opleidingsaansporings aan werkgewers in die Nywerheid vir opleidingsdoeleindes vas te stel;
 - (d) dié verordeninge en regulasies vir die bedryf van sy sake te maak wat hy gerade ag;
 - (e) al of enigeen van sy bevoegdhede kragtens hierdie subklousule of alle ander bevoegdhede wat hy regtens kan deleger op te dra aan 'n Bestuurskomitee wat hy aangestel het om die Fonds te administreer.

6. BYDRAES TOT DIE FONDS

Ter bestryding van die Fonds se uitgawes moet die Fonds sy eie fondse in stand hou en administreer wat by die Fonds berus en wat gefinansier moet word—

- (a) deur die geld en bates in die krediet van die Fonds;
- (b) deur bydraes wat die werkgewers moet maak en die bedrag van dié bydraes en die wyse waarop dit moet geskied, moet wees soos volg;

Op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke daaropvolgende betaaldag moet elke werkgewer die bedrag van 10c ten behoeve van elk van sy werknemers bydra. Die totale bedrag wat die werkgewer moet bydra, moet maandeliks deur laasgenoemde voor of op die 15de dag van elke maand en op die wyse in klousule 15 van die Raad se Hoof-ooreenkoms voorgeskryf, aan die Sekretaris van die Raad gestuur word; asook
- (c) dié verdienstes wat aanwas uit die belegging van die opbrengs;
- (d) alle ander geld waarop die Fonds ooreenkomstig hierdie reëls geregig word of wat aan die Fonds geskenk word.

7. FINANSIES

- (1) Die geld wat die Fonds ontvang, moet aangewend word vir die betaling van uitgawes, die aankoop van eiendom en die verwesenliking van die Fonds se doelwitte soos in klousule 4 van hierdie Ooreenkoms uiteengesit.
- (2) Alle geld wat in die Fonds gestort word, moet in 'n bankrekening gedeponeer word wat op naam van die Fonds geopen moet word, 'n Amptelike kwitansie moet uitgereik word vir alle geld wat die Fonds ontvang, en uitbetalings uit die Fonds moet geskied per tjek onderteken deur dié persone wat van tyd tot tyd deur die Raad daartoe gemagtig word.
- (3) Alle geld wat nie nodig is vir die bestryding van lopende uitgawes of as 'n redelike bedryfsbalans nie moet belê word soos deur die Raad bepaal ooreenkomstig artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956.
- (4) Die Raad moet 'n openbare rekenmeester aanstel wat uit die Fonds betaal moet word. Die Fonds se rekening moet jaarliks geouditeer word vir die tydperk geëindig 31 Desember. Kopieë van die geouditeerde rekening moet aan die Raad beskikbaar gestel word en 'n kopie moet aan die Nywerheidsregistrator gestuur word.
- (5) Alle administrasiekoste kom ten laste van die Fonds.

8. ONTBINDING VAN DIE FONDS

- (1) Ingeval hierdie Ooreenkoms of 'n verleng daarvan verstryk en daar nie binne 'n tydperk van drie jaar ná die datum van sodanige verstryking 'n ander ooreenkoms vir die voortsetting van die Fonds aangegaan word nie of as die Fonds nie binne dié tydperk deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Fonds geskep is nie, moet die Fonds gelikwider word asof die bydraers die Nywerheid verlaat het. Die Fonds moet gedurende voornoemde tydperk van drie jaar of totdat dit oorgedra is na 'n ander fonds soos hierbo bedoel, deur die Bestuurskomitee geadminestreer word.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during the period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring of the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. 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 impractical or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and such trustees shall possess all the powers of the Committee for such purpose. If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (1) of this clause.

(3) Upon liquidation of the Fund in terms of subclauses (1) and (2) of this clause, 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 general funds of the Council. If upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

9. AGENTS

The Council may appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such person(s) to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets and pay envelopes and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

10. EXEMPTIONS

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

11. INDEMNITY

The members of the Council and their alternates shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed, although the employment of such agent or employee was not strictly necessary, or by reason of any act or omission made in good faith by such members or alternates or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the part of such members or alternates who are sought to be made liable. Any such member or alternate shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

Signed at Cape Town, on behalf of the parties, this 29th day of August 1983.

S. G. PENNEY, Chairman.

J. HEEGER, Vice-Chairman.

J. A. BAARD, Secretary.

(2) Ingeval die Raad ontbind word of ingeval dit ophou fungeer gedurende die tydperk waarin hierdie Ooreenkoms bindend is ooreenkomstig artikel 34 (2) van die Wet, moet die Bestuurskomitee wat dan in diens is voortgaan om die Fonds te administreer. 'n Vakature in die Komitee kan deur die Nywerheidsregistrator gevul word uit die werkgewers of die werknemers, na gelang van die geval, ten einde te verseker dat daar ewe veel werkgewer- en werknemerverteenwoordigers in die Komitee is. Ingeval so 'n Komitee nie in staat is nie of onwillig is om sy pligte na te kom of as daar 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, kan hy 'n trustee of trustees benoem om die pligte van die Komitee uit te voer, en sodanige trustees besit dan al die bevoegdhede van die Komitee vir dié doel. As daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds gelikwedeer word deur die Komitee wat ooreenkomstig hierdie subklousule fungeer of deur die trustee of trustees, na gelang van die geval, en op die wyse in subklousule (1) van hierdie klousule uiteengesit.

(3) Wanneer die Fonds ingevolge subklousules (1) en (2) van hierdie klousule gelikwedeer word, moet die geld wat na betaling van alle eise teen die Fonds, insluitende administrasie- en likwidasielaste, in die krediet van die Fonds staan, in die algemene fondse van die Raad gestort word. Indien die sake van die Raad by verstryking van die Ooreenkoms reeds afgehandel en sy bates verdeel is, moet die balans van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

9. AGENTE

Die Raad kan een of meer persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. Elke werkgewer is verplig om sodanige persoon/persone toe te laat om sy bedryfsinrigting binne te gaan en om sodanige navrae te doen en sodanige dokumente, boeke, loonstate en betaalboekverte na te gaan en sodanige individue te ondervra as wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word.

10. VRYSTELLINGS

Die Raad kan om 'n afdoende rede voorwaardelik of op 'n ander wyse vrystelling van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigiemand verleen.

11. VRYWARING

Die lede van die Raad en hul plaasvervangers is nie aanspreeklik vir verliese wat die Fonds ly as gevolg van 'n verkeerde belegging wat te goeder trou aangegaan is of verkeerde optrede by die bona fide-administrasie van die Fonds of as gevolg van die nalatigheid of bedrog van 'n agent of werknemer wat in diens geneem is, selfs al was die indiensneming van so 'n agent of werknemer streng genome nie nodig nie, of as gevolg van 'n daad of versuim wat te goeder trou deur sodanige lede of plaasvervangers verrig is of om 'n ander rede behalwe 'n individuele opsetlike of bedrieglike misdryf deur sodanige lede of plaasvervangers wat aanspreeklik gehou kan word. So 'n lid of plaasvervanger moet deur die Fonds vergoed word vir alle verpligtinge wat hy aangegaan het ter verdediging van 'n regsak, hetsy siviël of krimineel, wat spruit uit 'n aantygning van kwade trou waarin die uitspraak in sy guns is of waarin hy vrygespreek word.

Namens die partye op hede die 29ste dag van Augustus 1983 te Kaapstad onderteken.

S. G. PENNEY, Voorsitter.

J. HEEGER, Ondervoorsitter.

J. A. BAARD, Sekretaris.

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