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## GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

### DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

**No. R. 1516**

**27 November 1998**

LABOUR RELATIONS ACT, 1995

#### **CLOTHING INDUSTRY (NATAL): EXTENSION OF PROVIDENT FUND COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Clothing Industry (Natal) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 30 November 1998 and for the period ending 30 June 2005.

**M. M. S. MDLADLANA**

**Minister of Labour**

No. R. 1516

27 November 1998

## WET OP ARBEIDSVERHOUDINGE, 1995

**KLERASIENYWERHEID (NATAL): UITBREIDING VAN VOORSORGFONDS  
KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingsraad vir die Klerasienywerheid (Natal) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 30 November 1998 en vir die tydperk wat op 30 Junie 2005 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid**

**Nota:** 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing is op aanvraag beskikbaar by die Bedingsraad.

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**SCHEDULE****BARGAINING COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)****PROVIDENT FUND COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

**Natal Clothing Manufacturers' Association**

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

**Southern African Clothing and Textile Workers' Union**

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Bargaining Council for the Clothing Industry (Natal).

**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed in the Clothing Industry (Natal)—
  - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged and employed in the Industry respectively; and
  - (b) in the Magisterial districts of Chatsworth, Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
  - (a) apply in respect of employees for whom wages are prescribed in the Main Agreement; and

- (b) not apply in respect of employees whose basic wages exceed two and a half times the wage rate for a qualified Grade 1 employee or whose occupation is monthly paid and of a managerial, specialist technical or non-production related nature.
- (3) (a) The purpose of this Agreement shall be to establish levels of remuneration and other conditions of employment for employees without seeking to restrict entrepreneurial initiative and employment opportunities.
- (b) Employers employing five (5) or less employees shall, upon application to the Council in terms of clause 15, be exempted from this Agreement.
- (c) Where an employer or an employee can satisfy the Council that any of the provisions of this Agreement are restricting entrepreneurial initiative and/or employment opportunities such employer or employee may apply to the Council for exemption from those specific provisions in terms of clause 15 of his Agreement.
- (d) Clauses 1 (1) (a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour, in terms of section 32 (2) of the Act, and shall remain in force for the period ending 30 June 2005.

## 3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, or the Main Agreement shall have the same meaning as in those measures, and unless the context otherwise indicates, words importing the masculine gender shall include the feminine; further unless inconsistent with the context—

**"Act"** means the Labour Relations Act, No. 66 of 1995, as amended;

**"annual rate of return"** and **"rate of return"** means the rate determined in terms of clause 10 which is used to calculate benefits in terms of clause 9 for each year of service up to 31 December of the year prior to the member becoming entitled to the benefit in question;

**"beneficiary"** means either a dependant or nominee, entitled to benefits under the fund;

**"Clothing Industry"** and **"Industry"**, without in any way limiting the ordinary meaning of the expression, shall mean the industry in which employers and employees are associated for the making of all classes of tweed and linen hats, caps, millinery, ties, belts, braces, suspenders, brassieres, courtesy, and all classes of outer and undergarments, including knitted garments, shirts, collars, pyjamas and other night wear and underclothing and all operations incidental thereto and consequent thereon carried on by such employers and any of their employees but does not include retail dressmaking, retail millinery or the making of tailored outer garments to the measurement of individual persons, but includes the making of tailored outer garments for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers, and the making of all classes of garments, including quantity production tailoring made to the order of any government department, provincial administration, Transnet and the SA Airways, or local authorities;

**"contributor"** means any persons, who falls under the scope of this Agreement and is employed in the Clothing Industry, or who does not fall under the scope of the Agreement, but who the parties to the Agreement have agreed shall be permitted to participate in the Fund, and from whose wages deductions have been made or are required to have been made in terms of this Agreement;

**"dependant"** in relation to a nominated beneficiary, shall in all cases where a member has dependants, mean a person who depended wholly or partly upon the member;

**"disability income benefit"** shall mean a disability income to which a member may become entitled under a policy of insurance entered into by the Fund for the purpose of providing such benefits;

**"early retirement"** shall mean retirement within 5 (five) years of normal retirement age;

**"effective date"** means the date of coming into operation of this Agreement;

**"employer's account"** means an account established in respect of each member, in which is accumulated—

- the employer's share of contributions (after deduction of the employer's share of the cost of Group Life Assurance in Income Protection Policy premiums that may be payable) in respect of that member;
- the transferred employer's account;
- 50% (fifty per cent) of any contributions payable (after deduction of the employer's share of the cost of any Group Life Assurance premiums that may be payable) in respect of a member entitled thereto under the Group Income Protection Policy;

which amounts shall be taken into account in determining the member's benefits in terms of these rules;

**"exempt contributor"** means a contributor in respect of whom contributions are no longer required to be made by an exempt employer;

**"exempt employer"** means an employer who has been exempted from contributing in respect of employees in terms of clause 15;



**"Fund"** means the Provident Fund provided for in terms of clause 4 of this Agreement;

**"group life assurance benefit"** means the benefit to which a member is entitled under a policy of assurance entered into by the Fund with an underwriter to provide such benefits;

**"group life assurance policy"** means a policy of assurance entered into by the Fund in terms of subclause 5 (f) of clause 5 to provide for benefits upon death in terms of subclause (1) (c) of clause 8 of this Agreement;

**"group income protection policy"** means a policy of insurance entered into by the Fund in terms of subclause 5 (f) of clause 5 for the purpose of providing a disability income for members in terms of subclause (1) (e) of clause 8 of this Agreement;

**"interim rate"** means the rate determined in terms of clause 10 to be applied in determining benefits in terms of clause 9 for any part year since the prior year ended on 31 December;

**"late retirement"** means retirement after the normal retirement age;

**"Main Collective Agreement"** means the Collective Agreement of the Council in which wages are prescribed for employees in the Industry published in terms of section 32 (2) of the Act;

**"member"** means a person entitled to receive benefits under the Fund and in respect of whom contributions are, or have been made and shall include expressions such as "contributor", "paid up contributor" and "exempt contributor";

**"member's account"** means an account established in respect of each member, in which is accumulated—

- (a) the member's share of contributions (after deduction of the member's share of the cost of Group Life Assurance and Income Protection Policy premiums that may be payable) in respect of that member;
- (b) the transferred member's account;
- (c) 50% (fifty per cent) of any contributions payable (after deduction of the member's share of the cost of any Group Life Assurance Premiums that may be payable) in respect of a member entitled thereto under the Group Income Protection Policy;

which amounts shall be taken into account in determining the member's benefits in terms of this Agreement;

**"nominee"** means a person other than a dependant who has been nominated by a member to receive benefits under the Fund;

**"old rules"** means the rules which applied to the Fund at 31 August 1993;

**"paid-up contributor"** means a member, other than an exempt contributor in respect of whom contributions have been discontinued and who has not received a benefit to which he may become entitled;

**"past service"** means service in the industry prior to the establishment of this Fund on 14 February 1961 during which any member contributed to the Garment Workers' Industrial Union, Natal, Provident Fund, and who has not received any benefits from that Fund;

**"record of service card"** means the record of service card provided for in clause 20 of the Main Agreement;

**"retiring age"** and **"normal retirement age"** means the age of 60 (sixty) years for all contributors;

**"retrenchment benefit"** shall mean the benefit determined in terms of this Agreement which is payable when a member leaves the Fund upon being retrenched;

**"Secretary"** means the Secretary of the Bargaining Council and includes any official appointed to act in the absence of the Secretary;

**"service"** means all periods of employment in the Industry, from the date a member last joined the Fund in respect of which—

- (i) contributions were made, or due to have been made, on behalf of a member by his employers;
- (ii) the member was an exempt contributor;

**"transferred funds"** means amounts of money transferred into the fund from any other Fund in respect of a member;

**"transferred employer's account"** means the amount determined by the fund's actuary as being the balance of the actuarial reserve as at 1 September 1993, in respect of a particular member;

**"transferred member's account"** means the member's share under the old rules as determined by the Fund's actuary;

**"underwriter"** means a life assurer contracted by the Fund to provide insured death, disability, medical or funeral benefits;

**"withdrawal benefit"** means the benefit determined in terms of these rules payable when a member leaves the Fund other than through death, retirement or retrenchment.

#### 4. PROVIDENT FUND

The Fund established in terms of the Agreement, published under Government Notice No. 692 of 12 May 1961, for the purpose of providing benefits for members as provided in this Agreement and known as the Clothing Industry (Natal) Provident Fund, hereinafter referred to as the "Fund", is hereby continued.



The Fund shall consist of—

- (a) contributions paid into the Fund in accordance with the provisions of this Agreement;
- (b) all interest, income and capital appreciation derived from the investment of any moneys of the Fund;
- (c) money transferred into the Fund from another Fund in respect of a member;
- (d) any other sums to which the Fund may become entitled.

## 5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(1) The administration of the Fund shall be vested in a Management Committee consisting of two employers' representatives and two employees' representatives appointed by the Bargaining Council for the Clothing Industry (Natal) in terms of clause 10 (1) of the Constitution of the Council at a duly constituted meeting of the Council together with the Chairman and Vice-Chairman of the Council, who shall be ex-officio members of the Management Committee.

(2) For each representative an alternate shall be appointed.

(3) One employers' representative and one employees' representative shall constitute a quorum. The Chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purpose of a quorum and if no quorum is present within thirty minutes of the time fixed the meeting will stand adjourned to a date no later than 7 (seven) days thereafter to be fixed by the Chairman. At the meeting held by virtue of such adjournment of which members shall be given a written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present be regarded as representatives. If any representative is absent from any meeting and is not represented by an alternate, the voting power of the side he represents shall be reduced, a similar reduction shall be made on the other side to preserve equality of voting power. No motion shall be considered unless seconded and all matters forming the subject of motions shall be decided by majority vote of those present.

(4) All expenses of administration shall be a charge against the Fund.

(5) The Management Committee shall have power to—

- (a) sanction all payments and expenditure on behalf of the Fund;
- (b) engage and dismiss employees of the Fund, fix their remuneration, and define their duties;
- (c) supervise the working of any subcommittee appointed;
- (d) appoint sub-committees to help in the administration of the Fund;
- (e) draft rules for the payment of benefits and fix the time and place for such payments;
- (f) contract with an underwriter to underwrite such death, disability, medical or funeral benefits as the committee may deem necessary and desirable, and shall authorise the payment of all such premiums as shall become due and payable under such policy for insurance as may be required by the underwriter;
- (g) perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund.

Two copies of the rules of the Fund and any amendments thereof which shall not be inconsistent with the Act or this Agreement shall be lodged with the Secretary of the Council who shall transmit one copy to the Director-General: Department of Labour.

## 6. CONTRIBUTIONS

(1) For the purpose of the Fund, each employer shall deduct from the wages of each of his employees, who have worked during any week, irrespective of the time so worked, 4 1/2% (four and a half per cent) of an employee's actual basic weekly earnings with effect from the date of coming into operation of this agreement: Provided that no deductions shall be made from the wages of any contributor after retirement age, unless he has elected to defer his retirement.

(2) In addition to the amounts so deducted, the employer shall contribute 5% (five per cent) of an employee's actual basic weekly earning to that deducted from each employee's weekly earnings.

(3) The employer shall pay all such contributions, monthly, by the 10 (tenth) day of each month, to the Secretary of the Council.

(4) Such total sum must be accompanied by a list showing the name and address of the employer and the record of service card number of employees from whom deductions are made, the amount of each deduction and the total amount of the employer's contribution.

(5) In the case of the first such payment by any employer the sum must be accompanied by the following additional information:

- (a) The full names and address of each contributor;
- (b) the record of service card number of each contributor;
- (c) a duly completed Beneficiary Nomination Form, as specified in Annexure M, stating the name/s and address/es of the contributor's beneficiary/beneficiaries or nominee/s and the employer shall thereafter notify the Fund week by week of all changes in the list of contributors.

(6) The employer shall each month notify the Fund of all contributors who have been absent without pay for 4 (four) or more consecutive pay weeks.

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

(8) When a contributor is on leave on full pay or less than full pay and/or when a contributor is on short-time, both his and the employer's contribution shall be continued.

(9) If any contribution is made to the Fund in error, the Fund shall not be liable to repay that contribution after the lapse of 6 (six) months from the date of such payment.

(10) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due the Management Committee may set off the amount of benefits so paid—

- (a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and
- (b) against any future benefits that may become due by the Fund to the said member.

(11) In respect of every member in receipt of a disability income benefit, where the underwriter is obliged to maintain such member's contributions to the fund, such contributions shall become payable as provided in the policy of assurance issued by the underwriter. Such contributions, after deduction of any Group Life Assurance premiums, shall be applied equally to the member's account and the employer's account.

(12) The contributions made in respect of each member shall be applied equally, after deduction of any Group Life and Income Protection Assurance premiums, to such member's account and employer's account.

## 7. FINANCE

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

(2) Monies surplus to the Fund's requirements and those of its expenses shall be invested in—

- (a) savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;
- (b) a registered unit trust;
- (c) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975;
- (d) first mortgages and housing loans, by way of investment, to individual members, to enable the member—
  - (i) to redeem a loan granted to the member by a person other than the fund, against security of immovable property which belongs to the member or his or her spouse and on which a dwelling has been or will be erected which is occupied or as the case may be will be occupied by the member or a dependant of the member;
  - (ii) to purchase a dwelling or to purchase land and erect a dwelling on it, for occupation by the member or a dependant of the member;
  - (iii) to make additions or alterations to or to maintain or repair a dwelling which belongs to the member or his or her spouse and which is occupied or will be occupied by the member or a dependant of the member [such loans will be subject to the terms and conditions as set out in clause 11 (1) of this agreement];
- (e) any other manner approved by the Registrar of Labour Relations.

(3) The Management Committee, may by resolution at a duly constituted meeting of the Committee, authorise the use of all or part of any interest earned and capital appreciation achieved in terms of subclause (2) of this clause for the purpose of clause 10: Provided that the amount of the interest and capital appreciation so authorised would in no period of 6 (six) months ending 30 June or 31 December, respectively, exceed the amount in interest actually received and capital appreciation actually achieved (whether realised or not) by the fund during such periods, less the administration expenses of the Fund for the period in question.

(4) (a) The Management Committee shall appoint an auditor who shall be registered to practice in the Republic of South Africa as a public accountant and auditor whose remuneration shall be paid out of the Fund.

(b) The auditor appointed by the Management Committee shall conduct an annual audit of the books and records of account and financial statements of the Fund in accordance with generally accepted auditing standards and shall report in writing to the Management Committee.

(5) The Management Committee shall cause full and true accounts of the Fund to be kept in accordance with the standards of generally accepted accounting practice, principles and procedures and shall cause monthly Management accounts to be prepared.

(6) Each year for the period ending on 31 December the Management Committee shall cause to be prepared an account of all revenue and expenditure of the Fund and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Fund, and countersigned by the chairman of the Provident Fund Management committee and shall within three months of the close of the period to which it relates be transmitted to the Registrar of Labour Relations, together with the report made thereon by the said auditor. A copy of the annual accounts and balance sheet shall be available for inspection by the members of the Fund and shall be submitted to a meeting of the Council together with the auditor's report.

(7) All expenses of administration shall be a charge against the Fund.

- (8) The Management Committee shall appoint an Actuary whose remuneration shall be paid out of the Fund.
- (9) (a) The Management Committee shall be empowered to issue guarantees to a third party in respect of a housing loan to any member of the fund and to invest and pledge funds as provided for herein to such third party as provided for herein, where such loan facility has been arranged by the Management Committee for the benefit of the members of the fund.
- (b) The purpose of such guarantees shall be to enable members to obtain finance from a third party, so as to enable the member—
- (i) to redeem a loan granted to the member by another party, against security of immovable property which belongs to the member or his or her spouse and on which a dwelling has been or will be erected which is occupied, or, as the case may be, will be occupied by the member or a dependant of the member;
  - (ii) to purchase a dwelling or to purchase land and erect a dwelling on it, for occupation by the member or a dependant of the member;
  - (iii) to make additions or alterations to or to maintain or repair a dwelling which belongs to the member or his or her spouse and which is occupied or will be occupied by the member or a dependant of the member.
- (c) The entitlement of members to such loan facilities in terms of sub-clause (a) shall be in terms of sub-clause 11 (1) (b) of this agreement.

## 8. PAYMENT OF BENEFITS

- (1) Benefits shall be provided for members who—
- (a) retire;
  - (b) leave the Industry before retirement age and withdraw from the fund;
  - (c) die in service;
  - (d) die while in receipt of a disability income under a policy of Permanent Health Insurance effected by the fund on behalf of its members;
  - (e) become disabled (as is defined in terms of the Disability Rules) and are unable to work and become entitled to a disability income under a policy of Permanent Health Insurance effected by the fund on behalf of its members;
  - (f) satisfy the Management Committee that they have been retrenched. The Management Committee shall enquire into the circumstances of such member's termination of employment and shall be satisfied in regard thereto on production of a certificate, in the form set out in Annexure L, duly signed by an accredited representative of the Bargaining Council. Claims shall not be payable until a period of 3 (three) months has elapsed from the date of retrenchment.
- (2) Every member shall be required to nominate, on the Form specified in Annexure M, dependants or nominees to whom in the event of the death of the member any benefits due shall be paid. The Management Committee of the Fund shall have absolute discretion as to the apportionment and amounts of benefits payable between dependants and nominees. In the event of the Fund not being in possession of such a nomination such benefits shall be paid to the dependants of such member; Provided that if the deceased member left no dependants or if the dependants cannot be established the benefits shall be paid into the estate of such deceased member. The Management Committee shall in its absolute discretion decide whether the deceased member left a dependant and if he left more than one dependant, how the benefit shall be allocated amongst them.
- (3) The forms on which applications are submitted shall be according to the type of application involved, as specified in Annexures A to M.
- (4) In the case of normal, early or late retirement, fund benefits shall be payable within 30 (thirty) days (but no sooner than the necessary tax clearance has been obtained).
- (5) In the case of retrenchment, payment of the benefits shall not be payable until a period of 3 (three) months has elapsed from the time the member was last employed in the Industry.
- (6) In the case of any insured benefits, a claim shall be payable within 30 (thirty) days of the date of receipt by the Fund, of the settlement from the underwriter (but no sooner than the necessary tax clearance has been obtained).
- (7) In the case of withdrawal from the Fund, payment of the benefits shall not be payable until a period of 6 (six) months has elapsed from the time the member was last employed in the Industry.
- (8) In the event of a member returning to the Industry before such claim has been met, the claim shall automatically lapse and contributions shall be resumed forthwith.
- (9) In the event of a member returning to the Industry after such claim has been met, he shall be regarded as a new member.
- (10) In the event of a member continuing his membership after his normal retirement date, he shall qualify for Group Life cover until age 70 and the relevant deductions shall be made from contributions, but he shall not qualify for Disability Income Protection cover and no deduction shall be made from contributions in respect thereof.
- (11) In the event of an appointed beneficiary not claiming any benefits due in terms of this clause within 3 (three) months of the death of a member, the Management Committee shall insert an advertisement in three successive issues of 2 (two) newspapers circulating in the district in which the deceased member was normally resident stating the name and last known place of work of the deceased member and the fact that benefits are available for collection by the beneficiary at a place to be appointed by the Management Committee. If within 3 (three) months of the date of the last insertion of such advertisement the beneficiary fails to claim the benefit due to him such, benefit shall be paid into the estate of the deceased member. The cost of the advertisement shall be deducted from any monies payable in terms of this subclause.



(12) The Management Committee shall cause a list to be prepared as soon as possible after 31 December of each year and within 3 (three) months thereafter, showing the name of every contributor who has not been employed in the Industry during the past 6 (six) months and who has not claimed benefits.

(13) The Secretary shall send to the aforesaid trade union the list herein referred to, which list shall state the name and last known place of work of the member and the benefit due.

(14) The Management Committee shall no later than 31 March of the year following such 6 (six) month period, cause to be published a notice stating that a list of all contributors who have not claimed benefits during the 6 (six) months as stated above is available for inspection at the office of the Fund and that a duplicate list is available at the office of the trade union.

(15) The notice shall call upon all members concerned or interested persons on their behalf, to submit claims for benefits within 3 (three) months and to provide full details of the grounds on which such claims are made.

(16) The notice shall be published in three consecutive issues of at least 2 (two) newspapers circulating in the area of jurisdiction of the Bargaining Council for the Clothing Industry (Natal).

(17) The Management Committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and shall pay to any member or person empowered to receive such benefits on his behalf who has submitted a competent claim in the manner specified herein, such monies not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund.

(18) Any benefit not claimed in terms of subclause (17), shall, after a period of 5 (five) years from the date the contributor leaves the Industry be forfeited.

(19) The Management Committee may exercise discretion in the payment of forfeited benefits.

#### 9. AMOUNT OF BENEFIT

##### (1) *Withdrawal benefits—*

Upon a member becoming entitled to a withdrawal benefit he shall be entitled to—

- (a) a refund of the member's account;

PLUS

- (b) a refund, for each completed year of service [subject to a maximum of 10 (ten) years of service], of 10% (ten per cent) of his employer's account;

PLUS

- (c) 50% (fifty per cent) of the annual rate of return and interim rate declared in terms of clause 10.

##### (2) *Retrenchment benefits—*

Upon retrenchment a member shall be entitled to—

- (a) a refund of the member's account;

PLUS

- (b) a refund, for each completed year of service [subject to a maximum of 4 (four) years of service], of 25% (twenty-five per cent) of his employer's account;

PLUS

- (c) the annual rate of return and interim rate, in full as has been declared in terms of clause 10.

##### (3) *Retirement benefits—*

- (a) Upon retirement from the Fund a member shall be entitled to—

- (i) a refund of the member's account;

PLUS

- (ii) a refund of his employer's account;

PLUS

- (iii) the annual rate of return and interim rate, in full as has been declared in terms of clause 10.

- (b) if the member remains in employment and does not claim his retirement benefit within 3 (three) months of the date he reaches retirement age, the provisions of subclause (5) (a) shall apply to him.

(4) **Optional early retirement:** Where a contributor is within 5 (five) years of the normal retirement age and his employer agrees in writing, the contributor may elect to retire early, in which event his benefit shall be determined in the same manner as in subclause (3) of this clause.

(5) **Optional late retirement:** Where a contributor reaches his normal retiring age but remains in employment, the contributor may elect to retire at some later date, when he will be entitled to the benefits determined in the same manner as in the subclause (3) (a) on such later date.

(6) **Disability benefit:** Upon a claim admitted by the underwriter of a Group Income Protection Policy effected by the Fund; a contributor shall be entitled to such benefits as may be provided by such underwriter. Contributors in receipt of benefits under such a policy of insurance shall remain members of the Fund and be entitled to death and retirement benefits determined in terms of this clause.

(7) **Death benefit:** In the event of the death of a member the benefits shall be determined in the following manner:

(a) A contributor—

(i) the full amount of the proceeds of any claim admitted by the underwriter under a Group Life Assurance Policy affected by the fund;

PLUS

(ii) an amount determined in terms of subclause (3) (a), as if he had retired the day before his death.

(b) A paid up member, exempt member or member who has opted for late retirement—

an amount determined in terms of subclause (3) (a) as if he had retired the day before his death.

(8) (a) Contributions from a contributor shall, for the purposes of determining a members' benefits, be deemed to have been received by the fund, notwithstanding the fact that such contributor's employer may not have actually paid such amount of money to the fund. No contributor shall be prejudiced in respect of any period of employment during which he should have contributed to the fund, but in respect of which his employer failed to submit contributions.

(b) Benefits shall be calculated on the basis of contributions actually paid and deemed to have been paid during a member's service.

(9) For the purpose of calculating any benefit, the actual period to be taken into account, shall be actual service to midnight on the last day of employment prior to the member becoming entitled to claim such benefit.

#### 10. DECLARATION OF THE ANNUAL RATE OF RETURN AND INTERIM RETURN

(1) The Management Committee may each year after 31 December following the tabling of the annual audited statements of account, increase or decrease the benefits stated herein by declaration of an annual rate of return in the light of changes in the finances of the Fund through—

(a) accrual of all income from interest, rental and dividends;

(b) surpluses that arise from members leaving the Fund;

(c) any appreciation or depreciation of the capital value of the assets of the Fund.

(2) The Rate of Return declared in terms of this clause shall be determined in the following manner:

(a) For each year ended 31 December, the accountant appointed in terms of clause 7 (4) shall determine the net percentage return of the Fund for the year in question after taking into account all receipts and payments during the previous twelve month period. The amount so determined will be declared and included in the accountant's certified statement.

(b) The Management Committee shall by the next meeting following the tabling of such annual audited accounts, determine the annual rate of return to be declared, if any, which shall consist of—

(i) a vesting income rate which shall not exceed the net revenue received by the fund which has not previously been distributed;

(ii) a non-vesting capital rate which shall not exceed the undistributed capital appreciation of the Fund. This rate shall only be payable upon payment of a benefit in terms of clause 9. Any previously declared rate which has not been paid out in benefits may be removed if such capital appreciation is subsequently reversed.

(c) Provided the vesting income rate and non vesting income capital rate declared shall be confirmed only after an investigation by an actuary into the liabilities of the Fund, which shall be conducted every third year. Notwithstanding this such annual rate of return shall be payable to members who become entitled to benefits under the Fund between such valuations and any such benefits, once paid shall not subsequently be recoverable from the claimant.

(3) Each declaration of the annual rate of return shall be in respect of the period ended 31 December of the year to which it applies, and once made will be applied to determine the member's benefits in terms of clause 9, for that year.

(4) At the same time as the declaration of the annual rate of return, the Management Committee shall declare an interim rate which shall not exceed the annual rate of return and which shall be used to determine benefits payable in terms of clause 9 in respect of the period commencing on 1 January of the year following the last declared annual rate of return to the date upon which the member became entitled to the benefit.

(5) Should it be necessary, the Management Committee shall declare a new rate at any time during the year.

#### 11. HOUSING AND MORTGAGE LOANS

(1) The Management Committee may, in terms of clause 7 (2) (d), from not more than 10% (ten per cent) of the surplus monies of the Fund, grant housing or mortgage loans to contributors to the Fund or their legal spouses in an amount of not less than R1 000 or greater than R12 000: Provided that—

(a) a loan contemplated in this clause shall not be granted—

(i) unless secured by—

(aa) a first mortgage on the immovable property in respect of which it is granted; or

(ab) a pledge of the benefits to which the member is entitled in terms of the rules of the fund; or

- (ac) both such mortgage and such pledge;
- (ii) in respect of immovable property if the member concerned is liable to the Fund in respect of a loan granted to him in respect of other immovable property;
- (iii) at a lower rate than that which may from time to time be specified by regulation;
- (iv) unless the capital sum is redeemable over a period not exceeding 30 (thirty) years in equal weekly or monthly instalments, which shall include the interest on the capital sum outstanding;
- (b) a loan contemplated in this clause shall not exceed, where it is secured in accordance with—
  - (i) subclause (1) (i) (aa), 90% (ninety per cent) of the market value of the hypothecated property concerned;
  - (ii) subclause (1) (i) (ab), 90% (ninety per cent) of the amount of the benefit which the member would receive if he were to terminate his membership of the fund voluntarily or the market value of the immovable property concerned, after deduction of any tax which may be due; or
  - (iii) subclause (1) (i) (ac), the amount equal to the aggregate of 90% (ninety per cent) of the market value of the hypothecated property concerned and the amount of the benefit which the member would receive if he were to terminate his membership of the fund in terms of clause 9 (1) or the market value of the property, whichever is the lesser amount; or
  - (iv) items (aa) and (ac) of subclause (1) (i) (a), 100% (hundred per cent) of the market value of the hypothecated property, subject to the furnishing to the fund by the employer of the member of an irrevocable guarantee in respect of so much of the loan as may exceed 90% (ninety per cent);
- (c) a loan contemplated in this subclause shall be available only to members—
  - (i) who do not qualify for a mortgage loan from an institution other than the fund itself;
  - (ii) have at least 2 (two) years of membership of the fund;
  - (iii) whose employers have irrevocably agreed in writing (in the form set out in Annexure K) to deduct the repayments from the member's wages:

Provided further, that loans granted in terms of this subclause shall be subject to such rules as may be laid down by the Management Committee.

(2) The Management Committee may invest and pledge monies of the Fund in accordance with the provisions of clause 7 in such a manner as to facilitate the provision of housing finance for its members as envisaged in clause 7 (2) (d).

Such guarantees shall be provided only—

- (a) in respect of loan finance which is secured by—
  - (i) a pledge in writing by the member of the benefits to which he is entitled in terms of clause 9 (1); and/or
  - (ii) a first mortgage bond in favour of the party to whom the guarantee is provided on the immovable property in respect of which the guarantee is made; and/or
  - (iii) a pledge of acceptable collateral security in favour of the party to whom the guarantee is made to the full value of the amount to which the fund is at risk in respect of such guarantee less the members' benefits pledged in terms of subclause 2 (a) (i); or
  - (iv) a combination of a pledge of benefits, first mortgage bond and pledge of collateral security as envisaged in subparagraphs 2 (a) (i), (ii) and (iii) to the full extent of the fund's risk in terms of its guarantee;
- (b) in respect of a housing finance facility which has been negotiated and approved by the Management Committee in its sole discretion;
- (c) if the lending institution's rules with regard to granting of loans, the amount that may be borrowed and repayments have been approved by the Management Committee;
- (d) the member has made application in the approved manner and such application has been approved by the Management Committee. Such approval shall not be granted unless—
  - (i) the member has at least 2 (two) years of current contributory membership of the Fund;
  - (ii) the member's employer has irrevocably agreed in writing to deduct from the member's wage the weekly or monthly instalments required in repayment of the amount loaned by the party to whom the guarantee has been made:

Provided that such loans shall be subject to such rules as may be laid down by the Management Committee.

(3) A member shall not be entitled to more than one loan obtained under either subparagraph 11 (1) or 11 (2) at any one time.

(4) The forms on which applications are submitted, shall be, as applicable, on the forms specified—

- (a) An application form: ANNEXURE I.
- (b) A cession form and authority to deduct: ANNEXURE J.
- (c) Employer's undertaking: ANNEXURE K.

(5) Upon termination of membership of the Fund, a member, who has a loan obtained under clause 11 (1) or 11 (2), shall be entitled only to such benefits as exceed the amount due in full settlement of the loan.



**12. BENEFITS NOT TO BE CEDED OR ASSIGNED**

- (1) Benefits shall not, subject to the provisions of subclause (2), 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. The Fund shall be under no obligation to recognise, acknowledge or act on any such purported cession, assignment, transfer or making over;
  - (b) set off against any debt due by the person entitled to such benefits.
- (2) Benefits may be ceded as security in respect of any housing and home ownership loan or guarantee granted by the Fund either directly or indirectly.

**13. DISSOLUTION OF THE FUND**

- (1) (a) 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 with a period of 2 (two) years of 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 by the Management Committee as though the contributors had left the Industry.
- (b) The Fund shall during the said period of 2 (two) years or until such time as it is transferred to any other Fund referred to above, be administered by the Management Committee.
- (c) In the event of the Fund being liquidated as provided above, a list of the names of those members whose whereabouts cannot be traced shall be published by the Management Committee in 3 (three) newspapers circulating in the area of the jurisdiction of the Bargaining Council for the Clothing Industry (Natal).
- (d) In the event of no claim being made by a person or persons whose names appear in the list published within 6 (six) months of such publication, the monies due to them shall be forfeited to the Fund.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 32 (2) of the Act, the Fund shall continue to be administered by the Management committee in office at the time. Any vacancy occurring on the Committee may be filled by the Registrar of Labour Relations 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 impracticable or undesirable in the opinion of the Registrar of Labour Relations, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all powers of the Committee for such purpose.

In the event of there being no Council in existence the Fund shall upon the expiry of this Agreement 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 (3) of this clause, and if upon the expiry of this Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed to the parties in equal shares.

(3) Upon liquidation of the Fund in terms of subclause (1) of this clause the monies 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.

**14. AGENTS**

- (a) The Council may request the Minister of Labour to appoint one or more persons as designated agents to assist in giving effect to the terms of this Agreement.
- (b) A designated agent shall have the powers set out in section 33 (3) read with section 142 of the Act.
- (c) It shall be the duty of every employer to permit such designated agent(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.

**15. EXEMPTIONS**

(1) (a) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any employer or employee, and the Council must grant such exemption if exemption has been applied for by a non-party to the Council and the Exemptions Board established in terms of sub-clause (2) hereunder requests the Council to do so.

(b) An application for an exemption or exclusion must be made in writing on the specified form to the Council.

**(2) Exemptions Board:**

- (a) *Establishment:* In terms of section 32 of the Act the Council hereby establishes an independent body, to be known as the Exemptions Board to consider Applications for Exemption by Non-parties from any of the provisions of the Agreement for any good and sufficient reason.
- (b) *Composition of the Board:* The Exemptions Board ("the Board") shall consist of a Chairperson and four members, each of whom may have an alternate.
- (c) *Appointment of Chairperson:* The Board shall appoint as Chairperson of the Board a person who is not a party or member of a party to the Council and who, in the opinion of the Council, will be generally acceptable to employees and employers in the Clothing Industry.

(d) *Termination of Appointment of Chairperson:* The office of Chairperson shall become vacant if—

- (i) he resigns from office;
- (ii) he fails to attend two consecutive meetings of the Board without good cause;
- (iii) he becomes a party to or a member of a party to the Council;
- (iv) the vacancy arises for any cause recognised by law.

(e) *Appointment of Members of the Board:* The Council shall request the institutions listed in the schedule promulgated in terms of section 207 of the Act from time to time to nominate members and alternates to the Board.

(f) *Termination of Membership of the Board:* A member's position shall become vacant if—

- (i) he resigns from office;
- (ii) he fails to attend two consecutive meetings of the Board without good cause;
- (iii) he becomes a party to or a member of a party to the Council;
- (iv) the vacancy arises for any cause recognised by law.

(g) *Duty of Chairperson:* The Chairperson shall preside at all meetings of the Board, and in conjunction with the Secretary of the Council, after consultation with the members of the Board, shall set the time, date and venue for meetings of the Board. He shall endeavour to ensure that members apply their minds properly to the granting of exemptions and that they comply with the requirements of clause 23 of this Agreement.

(h) *Duties of the Board:* The Board shall consider each application for exemption from the provisions of the Agreement with due regard to the criteria set out in subclause 3 below, and shall decide whether the exemption applied for should be granted, and if so under what conditions and for what period. In the event of less than two thirds of the members present who have the right to vote at the meeting at which the decision is to be taken, voting in favour of the application, such Application for Exemption shall be refused. The Board shall furnish clear reasons as to why it has made its decision. A decision shall be made within 30 days of the application having been referred, unless the Applicant agrees to an extension of the period. The Board may request further information from either the Applicant or the Council in order to arrive at a decision. Should a member of the Board have any personal interest in the outcome of the exemption being considered he shall declare such interest prior to the consideration of the exemption.

(3) The following criteria shall be applied in considering applications for exemption:

- (a) The application must be supported by the employer's workforce following consultations with employees at plant level;
- (b) the application must be supported by a business plan which demonstrates the sustained viability of the business in the event of exemption being granted;
- (c) applications must be supported in writing by the Applicant's accounting officer;
- (d) the Applicant must have an agreed future payment plan with the Council in respect of any outstanding monies;
- (e) exemptions from the sick benefit fund and provident fund may be granted where the Applicant offers membership of a comparable, suitable alternative fund to its employees;
- (f) the exemption applied for may not be in conflict with the primary objects of the Act;
- (g) any other relevant factor.

(4) The Secretary of the Council shall record the following details in respect of an exemption granted in terms of subclauses (1) and (2) above:

- (a) The full name of the exempt employer or employee;
- (b) the provisions of this agreement in respect of which exemption is granted;
- (c) the conditions subject to which exemption is granted;
- (d) the period during which the exemption shall operate.

(5) The Secretary of the Council shall—

- (a) number consecutively all exemptions issued;
- (b) retain a copy of each exemption issued;
- (c) forward a copy of the licence to the employer concerned where exemption is granted to an employee.

(6) The Council and in the case of a non-party the Exemptions Board, may withdraw an exemption granted in terms of this clause after one (1) weeks' written notice to the employer or employee concerned for any good reason, including, the failure to observe the conditions subject to which the exemption was granted.

(7) Upon receipt of the notice referred to in subclause (6) the affected employer or employee may appeal against the withdrawal to the Board referred to in subclause (2).

(8) Employers employing five (5) or less employees shall, upon application to the Council, be exempted from this Agreement.

**16. INDEMNITY**

The members of the Management Committee and their alternates and the members of the Council's executive Committee and the members of any subcommittee 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 wrong doing 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 judgement is given in his favour or in which he is acquitted.

**17. EXHIBITION OF AGREEMENT**

Every employer shall keep a legible copy of this Agreement exhibited in each of his establishments in a place readily accessible to his employees.

**18. DISPUTE RESOLUTION****(1) Referral and Conciliation of Disputes:**

(a) Any dispute about the interpretation or application of this Agreement must be resolved as follows:

- (i) Any of the parties to the dispute may refer the dispute in writing to the Council, setting out the nature of the dispute and the outcome sought;
- (ii) the party who refers the dispute to the Council must satisfy the Council that a copy of the referral has been served on all other parties to the dispute;
- (iii) the Secretary or other designated official must appoint a member of the panel of conciliators and/or refer the dispute to the Council's Dispute Committee who must attempt to resolve the dispute through conciliation within thirty (30) days from the date of the Council receiving the written referral of the dispute, or any extended period as agreed to in writing by the parties to the dispute.

(b) The Conciliator or Dispute Committee may, during conciliation proceedings—

- (i) mediate the dispute; and
- (ii) conduct a fact finding exercise.

(c) In the conciliation proceedings a party to the dispute may appear in person or be represented by a member, office bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or an employee.

(d) The Conciliator or Dispute Committee may, upon conciliating the dispute, make a non-binding advisory arbitration award, provided that any such advisory award made by the Dispute Committee shall be by an unanimous decision of the Committee.

(e) At the end of the thirty (30) day period, referred to in subclause 1 (a) (iii) above or any further period agreed to in writing by the parties to the dispute, the Secretary or other designated official of the Council must issue a certificate stating whether or not the dispute has been resolved.

(f) Nothing in this clause prevents an officer or an employee of the Council from investigating the dispute or attempting to conciliate the dispute before the appointment of a conciliator and/or the referral to the Dispute Committee for conciliation.

**(2) Adjudication of disputes referred to the Council for arbitration:**

(a) If the dispute remains unresolved after conciliation, any party to the dispute may request that the dispute be resolved through arbitration.

(b) Upon receipt of a written request for arbitration from a party to the dispute, the Secretary or other designated official of the Council must appoint a member of the panel of arbitrators to arbitrate the dispute.

(c) An employee of the Council shall be eligible for appointment to the panel of arbitrators provided that, should the Council have an interest in the dispute to be arbitrated, employees of the Council will not be eligible to arbitrate the dispute.

(d) Arbitrators serving on the panel shall be allocated to arbitrate matters on a rotational basis, unless the parties to the dispute agree upon an arbitrator from the panel, with the next available arbitrator being appointed should any panel member(s) not be available in terms of such rotation.

(e) The arbitrator, in consultation with the parties to the dispute, must decide the date, time and venue of the arbitration: provided that, unless the parties agree to an extension or the circumstances warrant it, the date of the arbitration shall be within fourteen (14) days of the referral to arbitration.

(f) Any party who has a legal interest in the outcome of the arbitration shall have the right to—

- (i) give evidence;
- (ii) call witnesses;



- (iii) question the witnesses or any other party;
- (iv) address concluding arguments to the arbitrator;
- (v) be represented by a legal practitioner, or an office bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof;
- (g) The arbitrator may conduct the arbitration in a manner that he considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (h) The arbitration proceedings must be conducted in accordance with the provisions of section 138 and 142 and, if applicable, section 139, 140 and 141, of the Act, read with the changes required by the context.
- (i) An award made by the arbitrator is final and binding on the parties to the dispute.
- (j) The arbitrator has the power to make an Order as to costs in the following circumstances:
  - (i) Where he deems appropriate;
  - (ii) where the Act provides for such an Order to be made; or
  - (iii) for the Council to recover its costs of providing the arbitration service;

Provided that where a conciliator or the Dispute Committee has made a non-binding advisory arbitration award which is substantially the same as the award of the arbitrator, the arbitrator shall make a costs order against the relevant disputing party which shall, as a minimum, cover the Council's costs of dealing with the dispute.

- (k) The Secretary of the Council may apply to make the arbitration award an Order of Court in terms of section 158 (1) of the Act.

**(3) Compliance procedure—enforcement:**

- (a) The Council shall take all reasonable steps necessary to ensure compliance with this Agreement. If, whether through its own investigations or through any other source, it appears that the provisions of this Agreement may have been breached, then the following procedures shall apply to enforce compliance:
  - (i) The secretary shall appoint a designated agent to investigate the alleged breach;
  - (ii) if, upon completion of the investigation, the designated agent has reason to believe that an agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation;
  - (iii) at the end of the conciliation process, the designated agent shall submit a report to the Secretary as to the result of the investigation, the steps taken to secure compliance through conciliation and the outcome thereof;
  - (iv) upon receipt of the report, the Secretary of the Council in question may—
    - (aa) require the designated agent to undertake further investigations; or
    - (bb) refer the matter to arbitration and require the arbitrator to hear and determine the alleged breach of the agreement, in which case the terms of subclause (2) above will apply to the arbitration, read with the necessary changes required by the context; or
    - (cc) take such other steps as he deem reasonable.

Signed at Durban on behalf of the parties this 3rd day of September 1998.

**R. M. CALDER**  
Chairperson of Council

**G. KOLOKO**  
Vice-Chairperson of Council

**L. E. SMART**  
Acting Secretary of Council

## ANNEXURE A

**APPLICATION FOR WITHDRAWAL BENEFITS  
UNDER THE AGE OF 55 FOR ALL MEMBERS**

COUNCIL NUMBER.....

SURNAME.....

FIRST NAMES.....PHONE NO.....

DATE OF BIRTH.....IDENTITY NUMBER.....

ADDRESS.....

NAME OF LAST FACTORY WHERE EMPLOYED.....

DATE LEFT FACTORY ON SERVICE CARD.....

DATE LEFT FACTORY ON REGISTRATION.....

RATE OF PAY.....REASON FOR LEAVING.....

.....

.....

DATE PROVIDENT FUND REFUND DUE.....

## I UNDERSTAND THE FOLLOWING:

1. MY REFUND IS DUE 6 MONTHS AFTER THE DATE I LEFT THE LAST FACTORY
2. IF I RETURN TO THE CLOTHING INDUSTRY BEFORE MY REFUND BECOMES DUE, I WILL BE UNABLE TO CLAIM THIS REFUND
3. CONTRIBUTIONS TO THE PROVIDENT FUND WILL COMMENCE AT THE NEXT FACTORY WHERE EMPLOYED
4. THE WHITE REMINDER CARD ADVISES ME WHEN TO RETURN TO CLAIM MY REFUND

MEMBER SIGNATURE..... DATE.....

PROVIDENT FUND SIGNATURE..... DATE.....

## ANNEXURE B

**APPLICATION FOR EARLY RETIREMENT BENEFITS  
OVER THE AGE OF 55 FOR ALL MEMBERS**

IN TERMS OF THE RULES A CONTRIBUTOR MAY ELECT TO RETIRE EARLY IF  
THEIR EMPLOYER AGREES IN WRITING - LETTER ATTACHED YES/NO

COUNCIL NUMBER.....

SURNAME.....PHONE NO.....

FIRST NAMES.....

DATE OF BIRTH.....IDENTITY NUMBER.....

ADDRESS.....

NAME OF LAST FACTORY WHERE EMPLOYED.....

DATE LEFT FACTORY ON SERVICE CARD.....

DATE LEFT FACTORY ON REGISTRATION.....

RATE OF PAY.....REASON FOR LEAVING.....

I UNDERSTAND THE FOLLOWING:

1. MY APPLICATION WILL BE PROCESSED WHEN I HAND COUNCIL THE  
LETTER FROM MY EMPLOYER
2. MY REFUND WILL BECOME DUE ONCE THE TAX CLEARANCE IS  
RECEIVED FROM THE SOUTH AFRICAN REVENUE SERVICE (IF BENEFIT  
GREATER THAN R2500.00)

MEMBER SIGNATURE..... DATE.....

PROVIDENT FUND SIGNATURE..... DATE.....



## ANNEXURE C

**APPLICATION FOR RETIREMENT BENEFITS  
AT THE AGE OF 60 FOR ALL MEMBERS**

COUNCIL NUMBER.....

SURNAME.....PHONE NO.....

FIRST NAMES.....

DATE OF BIRTH.....IDENTITY NUMBER.....

ADDRESS.....

NAME OF LAST FACTORY WHERE EMPLOYED.....

DATE LEFT FACTORY ON SERVICE CARD.....

DATE LEFT FACTORY ON REGISTRATION.....

RATE OF PAY.....

I UNDERSTAND THE FOLLOWING:

1. MY REFUND WILL BECOME DUE ONCE THE TAX CLEARANCE IS RECEIVED FROM THE SOUTH AFRICAN REVENUE SERVICE (IF BENEFIT GREATER THAN R2500.00)

MEMBER SIGNATURE..... DATE.....

PROVIDENT FUND SIGNATURE..... DATE.....

## ANNEXURE D

**APPLICATION FOR DEATH BENEFITS**

COUNCIL NUMBER.....

SURNAME.....FORMERLY.....

FIRST NAMES.....

DATE OF BIRTH.....IDENTITY NUMBER.....

DATE OF DEATH .....RATE OF PAY.....

ADDRESS.....

NAME OF LAST FACTORY WHERE EMPLOYED.....

DATE LEFT FACTORY ON SERVICE CARD.....

DATE LEFT FACTORY ON REGISTRATION.....

NAME OF APPLICANT ..... TEL NO.....

ADDRESS .....

RELATIONSHIP TO DECEASED .....

DOCUMENTARY PROOF OF RELATIONSHIP.....

DEATH CERTIFICATE (COPY ATTACHED) YES/NO/ TO PRODUCE

I UNDERSTAND THE FOLLOWING:

- 1) THIS APPLICATION WILL BE PLACED BEFORE THE COMMITTEE MEETING ONCE ALL THE REQUIRED INFORMATION IS RECEIVED.
- 2) THE WHITE REMINDER CARD ASSISTS ME WHEN MAKING ENQUIRIES.

MEMBER SIGNATURE.....

DATE.....

PROVIDENT FUND SIGNATURE.....

DATE.....

## ANNEXURE E

**APPLICATION FOR RETRENCHMENT BENEFITS  
UNDER THE AGE OF 55 FOR ALL MEMBERS**

COUNCIL NUMBER.....

SURNAME.....PHONE NO.....

FIRST NAMES.....

DATE OF BIRTH.....IDENTITY NUMBER.....

ADDRESS.....

NAME OF LAST FACTORY WHERE EMPLOYED.....

DATE LEFT FACTORY ON SERVICE CARD.....

DATE LEFT FACTORY ON REGISTRATION.....

RATE OF PAY.....REASON FOR LEAVING.....

.....

.....

DATE PROVIDENT FUND REFUND DUE.....

I UNDERSTAND THE FOLLOWING:

1. MY REFUND IS DUE 3 MONTHS AFTER THE DATE I LEFT THE LAST FACTORY
2. IF I RETURN TO THE CLOTHING INDUSTRY BEFORE MY REFUND BECOMES DUE, I WILL BE UNABLE TO CLAIM THIS REFUND
3. CONTRIBUTIONS TO THE PROVIDENT FUND WILL COMMENCE AT THE NEXT FACTORY WHERE EMPLOYED
4. THE WHITE REMINDER CARD ADVISES ME WHEN TO RETURN TO CLAIM MY REFUND

MEMBER SIGNATURE..... DATE.....

PROVIDENT FUND SIGNATURE..... DATE.....



# **ANNEXURE I** **HOUSING LOAN APPLICATION**

<b>COUNCIL NUMBER</b>	<b>LOAN NUMBER</b>
<b>FACTORY NUMBER</b>	

I, (Full Name).....(I.D.NO.....), hereby  
apply for a loan.

1) Home Address..... 2) Factory Address .....

.....

..... Postal Code..... Postal Code.....

3) Full description of property in respect of which the loan is required:

ERF, Site or Stand Number.....

Street Address .....

4) For what purpose is the loan required ?

TICK YES OR NO

a) To repay an existing mortgage loan with another institution  
In respect of a property owned by you or your spouse ?

b) To purchase a dwelling/ house or land and/or to erect a dwelling  
house on it, which will be owned by you or your spouse ?

c) To make additions or alterations to, or to maintain or repair  
a dwelling house which belongs to, or which is occupied by  
you or your spouse ?

Will the property be occupied by you and/or dependant?

5) Amount of Loan required : R.....

6) Your weekly wage R.....

7) Do you have an existing Council Mortgage Loan, or do you intend  
applying for a mortgage finance secured by cession of your fund  
benefits?

Certified that I understand that any loan granted will be in accordance with the Rules and  
conditions and that the above information supplied by me is true and correct.

Dated at Durban this.....day of .....,199.....

Signed..... Name.....

**NATAL CLOTHING INDUSTRY HOUSING TRUST  
HOUSING LOAN APPLICATION  
RULES & CONDITIONS OF HOUSING LOANS**

1. These loans are available to members who have 2 (two) years of service (104 weeks) in the industry, who do not have any other Provident Fund loan outstanding (a loan must be fully repaid before another can be applied for). This includes a Mortgage loan in respect of which your Provident Fund has been ceded.
2. Loans are not available to members who have been allocated stands in a housing development and who wish to secure finance by cession of their benefits in the Provident Fund. This currently applies to Luganda, Lovu and Waterloo Townships.
3. The minimum loan amount is R1000 and the maximum is 82% (eighty-two per cent ) of the member's withdrawal benefit, therefore, you must have at least R1220 in your Provident Fund account.
4. The loan must be repaid at the rate of R50 per week. Where the repayment period would otherwise exceed the members remaining weeks of service to retirement - then it is a condition that at retirement the amount outstanding must not be greater than half of the retirement benefit.
5. The rate of interest shall be the cost of borrowing which will change from time to time (calculated to the next full R50 repayment). Any amount overpaid in the last payment will be credited to the members account.
6. The loans shall only be available to members whose employer's have undertaken to deduct the repayments from the members weekly or monthly wage.
7. Member's are required to cede their benefits under the Fund in security of the loan. Any benefits which become due will be reduced by the amount outstanding.
8. Loans are for the purpose of either obtaining or improving member's housing.
9. Where repayments have been discontinued (for any reason), the Management Committee shall have the right to offset the outstanding balance against the members benefits. It is important that members note this provision as it will result in a loss of material benefits.
10. Members must produce their council identification cards or book of life before payment can be made.
11. Where loans are repaid by voluntary contributions, over and above the R50 deduction, any repayments subsequently received from the members employer will be credited to the members account and offset against a further loan or refunded by Council (if in excess of R50).
12. Where any repayments are missed due to short time, sickness, strike action, etc., the repayment period will be recalculated taking into account any additional interest that has become due. However, where the outstanding amount on a loan exceeds 16 weeks of repayments from the date the loan was granted or the date the last payment was made, then the amount outstanding shall be offset against Fund benefits but this only takes place once you claim your Provident Fund benefit. If you have had an offset and wish to take a further loan you may do so by paying the offset amount together with interest via your factory either in a lump sum or by deductions in multiples of R50 (whatever is in agreement with your Management) or by obtaining a bank guaranteed cheque made payable to Industrial Council. Should any repayments be received subsequently, benefits to the extent of the late payments will be reinstated.
13. If you can demonstrate, however, that deductions were made from your wages and not paid to Council by the employer, Council will not bar you from taking further loans once the original loan is repaid.

**ANNEXURE J****CESSION OF PROVIDENT FUND BENEFITS**

I,.....(council no.....) hereby cede to the Clothing Industry (Natal) Provident Fund the benefits at any time standing to my credit in the said Fund as security for the repayment of this loan and any interest due thereon, and shall not be entitled to any such benefits as long as the said loan or any portion thereof or interest thereon shall remain unpaid.

I hereby agree that any appointment of nominee or beneficiary shall only be entitled to receive benefits to the extent of any surplus of benefits after full and final settlement of the aforementioned loan and I hereby appoint the Fund itself as my nominee in terms of the Rules of the Provident Fund, to receive, to the extent of my indebtedness, any benefits from the said Fund by reason of my death.

In addition:

I hereby authorise the Clothing Industry (Natal) Provident Fund to offset my loan balance against the following:

1. any benefit that may be payable to me upon withdrawal, retrenchment, retirement or death
2. any benefit which may become payable to me in the event of my failing to maintain repayments in terms of this loan agreement and the Rules pertaining hereto.

Signed at.....this.....day of.....199.....

Signed.....

Witness.....

Witness.....

**AUTHORITY TO DEDUCT**

I, .....do hereby irrevocably authorise my employer and any subsequent employer to deduct from my wages, until further notice, the sum of fifty rand (R50) per week during my employment and to pay the same to the Natal Clothing Industry Housing Trust in reduction of the housing loan and interest thereon, granted to me by the Natal Clothing Industry Housing Trust.

This authority shall remain in full force and effect until the full amount of the original loan, together with all interest thereon, has been repaid.

Dated at Durban this.....day of.....199.....

Signed.....

Witness.....

Witness.....



**ANNEXURE K****EMPLOYER'S UNDERTAKING & CERTIFICATE**

I,.....in my capacity as.....

Hereby undertake and certify on behalf of.....(name of employer), that:

1).....(the employee) is currently employed by the above employer.

2) We undertake irrevocably to deduct from the employee's wages, until further notice, the amount of fifty rand (R50) per week and to forward this to The Secretary of the Natal Clothing Industry Housing Trust by the 10th of each month in the manner prescribed.

3) We confirm the employee has sufficient net wages against which to deduct the repayments of R50 per week.

4) In addition, should deductions from employee's wages not be paid timeously to Council, interest accruing as a result of non payments will be to the employer's account.

Dated at.....this.....day of.....199....

Signed.....

For employer

Name.....

Company stamp.....

## ANNEXURE L

## RETRENCHMENT CERTIFICATE

I,....., an accredited Representative hereby Certify that I have on behalf of the Management Committee of the Clothing Industry (Natal) Provident Fund, enquired into the circumstances of the following members of the Fund and satisfied myself, to the best of my ability, that their termination of service amounts to "RETRENCHMENT."

<u>COUNCIL NUMBER</u>	<u>NAME</u>	<u>DATE OF TERMINATION</u>	<u>CIRCUMSTANCES</u>
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

Signed at.....this.....day of.....19.....

.....  
Name.....

Date of meeting.....

Payment of Retrenchment Benefit Approved/Rejected

Remarks.....

Amount paid:

Date.....Passed for Payment.....

Secretary.....

Recipient.....

**ANNEXURE M****BENEFICIARY NOMINATION**  
(Kindly complete and return to Management)

KINDLY FILL IN BELOW WHO SHOULD RECEIVE YOUR BENEFIT IN THE EVENT OF YOUR DEATH.

1. SURNAME: \_\_\_\_\_ FIRST NAMES: \_\_\_\_\_  
DD/MM/YY  
RELATIONSHIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_

Share of Payment (Percentage of Fraction) \_\_\_\_\_

SURNAME: \_\_\_\_\_ FIRST NAMES: \_\_\_\_\_  
DD/MM/YY  
RELATIONSHIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_

Share of Payment (Percentage of Fraction) \_\_\_\_\_

3. SURNAME: \_\_\_\_\_ FIRST NAMES: \_\_\_\_\_  
DD/MM/YY  
RELATIONSHIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_

Share of Payment (Percentage of Fraction) \_\_\_\_\_

4. SURNAME: \_\_\_\_\_ FIRST NAMES: \_\_\_\_\_  
DD/MM/YY  
RELATIONSHIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_

Share of Payment (Percentage of Fraction) \_\_\_\_\_

Signed at \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_

Witness: \_\_\_\_\_



# Keep South Africa Clean

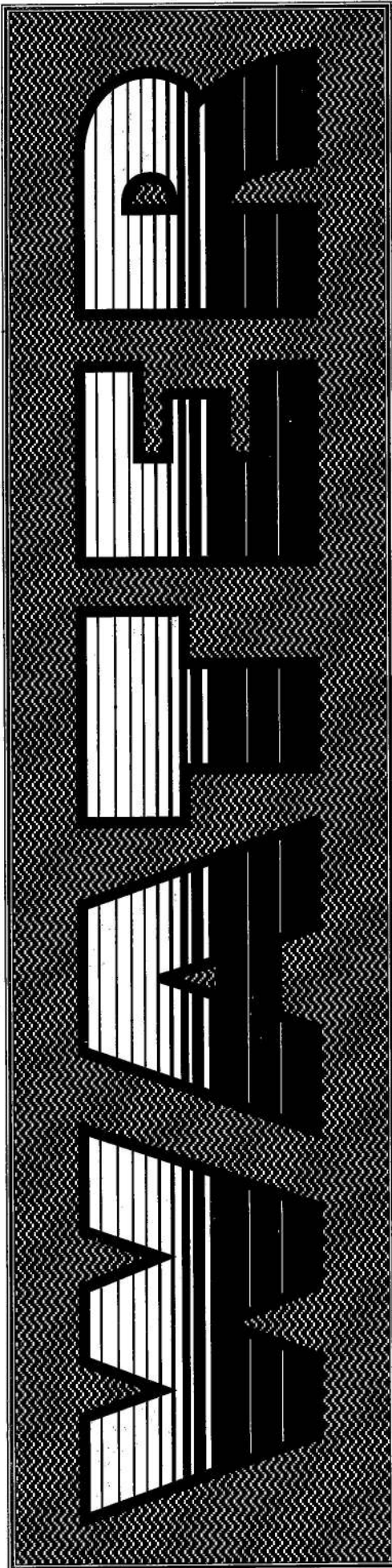


## Throw trash where it belongs

# Hou Suid-Afrika Skoon



Gooi rommel waar dit hoort



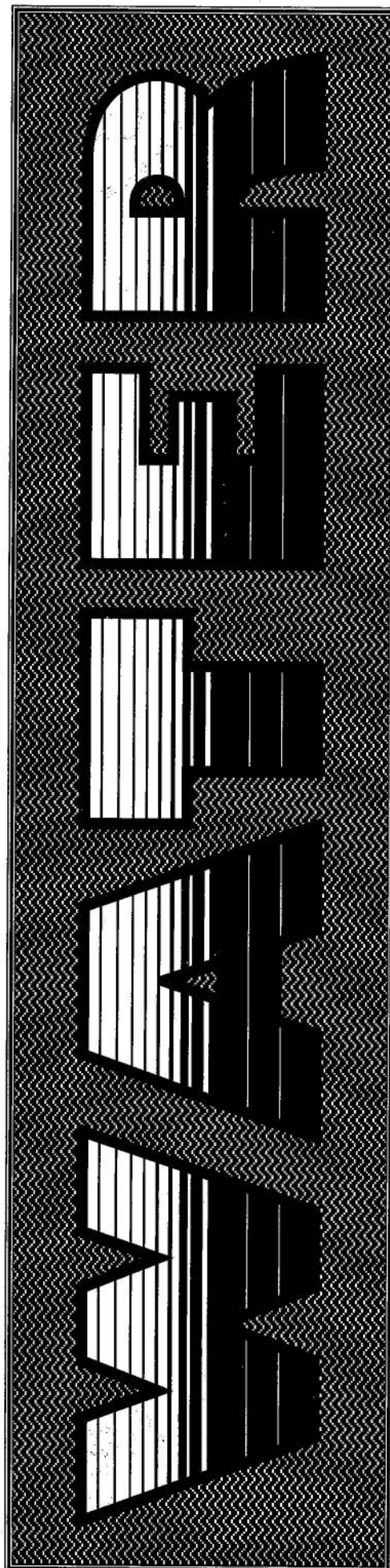
**DON'T**

**WASTE**

**It!**







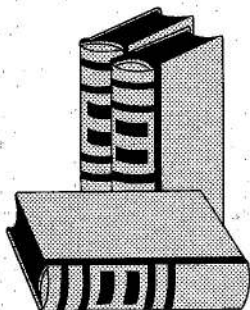
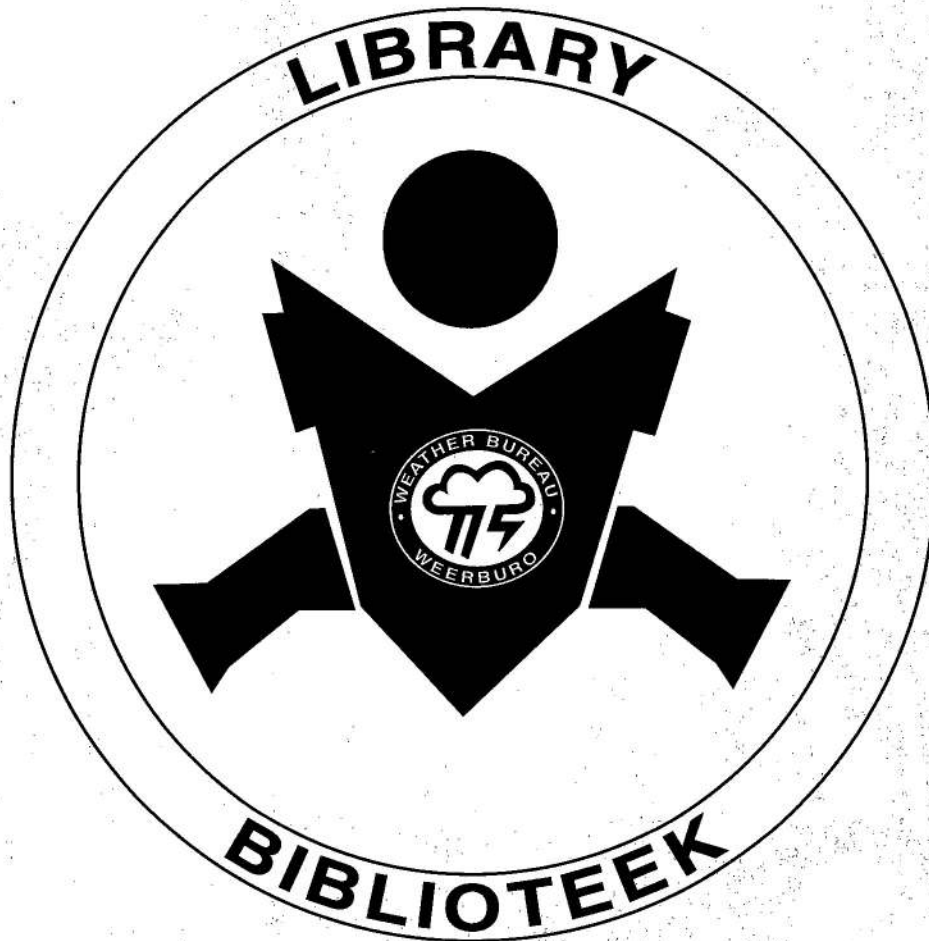
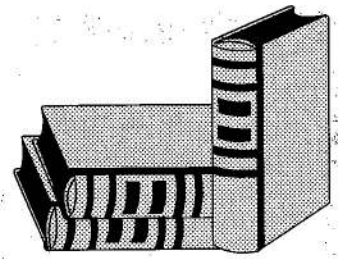
**WERK**

**SPAARSAAM**

**DAARMEE !**



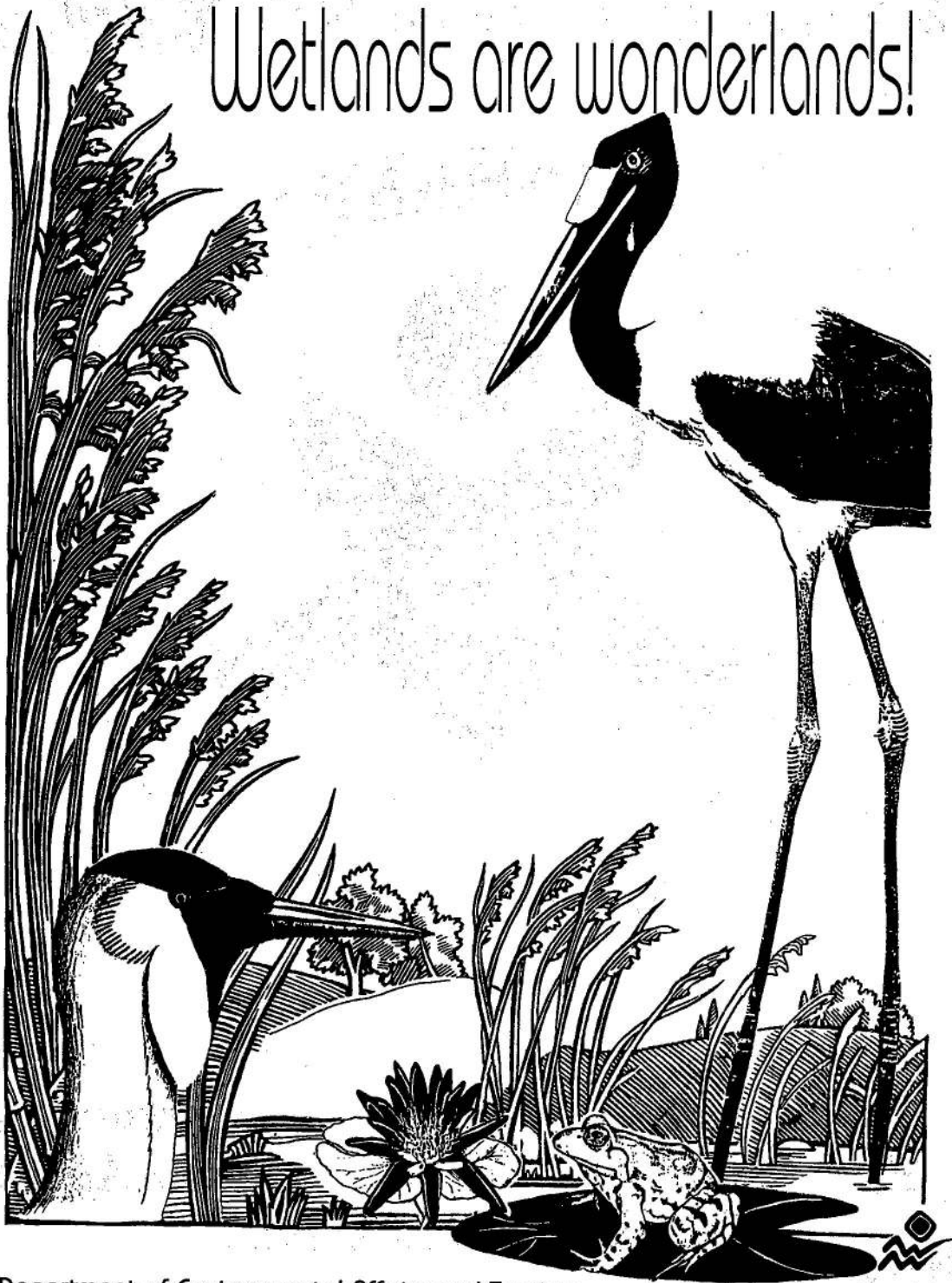
*Where is the largest amount of meteorological information in the whole of South Africa available?*



*Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?*

Department of Environmental Affairs and Tourism  
Departement van Omgewingsake en Toerisme

Wetlands are wonderlands!



Department of Environmental Affairs and Tourism

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