

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY

Table with contact information for the National Bargaining Council, including telephone numbers, fax numbers, website, and regional chambers (Eastern Cape, Kwazulu-Natal, Northern, Western Cape).

Table titled 'CONSOLIDATED PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE EASTERN CAPE REGION' showing a history of amendments and government notices from 2005 to 2007.

GOVERNMENT NOTICE DEPARTMENT OF LABOUR No. R.1444 10 December 1999

I, Mmbathisi Mphuzi Shephard Madlana, 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, Eastern Province, 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 20 December 1999 to 30 June 2005 and from 7 October 2005 to 31 August 2006.

SCHEDULE NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE EASTERN CAPE REGION

1. SCOPE OF APPLICATION OF AGREEMENT (1) The terms of this Agreement shall be observed in the Clothing Industry. (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

2. PERIOD OF OPERATION OF AGREEMENT (1) in respect of the parties to this Agreement, on the date of signature; (2) in respect of non-parties, on the date published by the Minister of Labour, to be the effective date from which the Agreement shall be extended to become binding on non-parties, and shall remain in operation for the period ending 31 August 2012.

3. DEFINITIONS (1) All expressions used in this Agreement, which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to an Act shall include any amendments of such Act and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context, "Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995);

4. CONTRIBUTIONS (2) (a) All employees earning an amount equal to or more than the weekly wage of a qualified machinist, shall contribute 3.5% per week. (b) Every employer shall on each pay day contribute for each of his employees who are members of the Fund, the following amount in accordance with paragraph (a).

5. BENEFITS (2) (a) If a member shall leave the Industry permanently for any reason other than those under paragraph (b), (bA) and (c) hereof, he shall be entitled to the following benefits: (i) If the total period of his contributions does not exceed one year, the total amount contributed by him; (ii) If the total period of his contributions exceeds one year, the total amount contributed by him plus 10 per cent thereof;

6. FINANCE (7) (a) The moneys accruing to the Fund shall be paid into bank or banks or building society or societies on current or deposit account, and all cheques shall be signed by such persons as the Management Committee may appoint. (b) Any moneys not required to meet current payments and are therefore surplus to the Fund's requirements, or the expenses of the Fund, shall be invested in: (i) savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;

7. LIQUIDATION (1) Upon liquidation of the Fund in terms of clause 4 (12), and the payment of moneys due to members in terms of that sub-clause, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council. If the affairs of the Council shall already have been wound-up and its assets distributed, the balance of this Fund shall be distributed as provided for in clause 5(1) of the Act as if formed part of the general funds of the Council.

8. AGENTS (1) The Council shall appoint one or more persons as Agents and, in terms of section 23 of the Act, request the Minister of Labour to appoint persons as designated Agents regarding the non-parties, to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and employee (party and non-party) to permit such Agents to enter his establishment to institute such enquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed.

9. EXEMPTIONS A. For any business entity, whether with and falling within the Council's registered scope in terms of the scope of this Agreement (1) Any business entity, registered a party or a non-party to the Council, which is registered with and falls within the Council's registered scope for the purposes of this Agreement may apply to the Council for exemption from any or all of the provisions of this Agreement. (2) All applications for exemption shall be made in writing on a prescribed form provided by the Council.

10. GENERAL (11) If an employee is transferred or promoted to an extension thereof, and in the event of no subsequent agreement being negotiated for the purposes of continuing the operation of the Fund within 12 months from the expiration of this Agreement or any extension thereof, the Fund shall continue to be administered by the Management Committee and, in the event of a subsequent agreement not being negotiated within a period of 12 months from the expiration of this Agreement or any extension thereof, the Fund shall be either liquidated as though the employees in question had left the Industry, or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created.

11. DISPUTES ABOUT THE INTERPRETATION, APPLICATION AND ENFORCEMENT OF THIS AGREEMENT Any dispute concerning the interpretation and/or application of this Agreement shall be determined by arbitration or otherwise if so required, by the dispute resolution provisions of the 2002 Constitution of the National Bargaining Council for the Clothing Manufacturing Industry.

12. REFERENCE TO REGULATIONS (1) In the event of any inconsistency between the provisions of this Agreement and any regulations in force at the time of the conclusion of this Agreement, the provisions of this Agreement shall prevail.

13. SECTION 6(3) OF THE ACT SHALL NOT RENDER INDUSTRIAL ACTION AS CONTEMPLATED IN SUBCLAUSE (2) ABOVE UNPROHIBITED.

Original Collective Agreement signed by the Chairperson, Vice-Chairperson and Acting Secretary of the Eastern Cape Sub-Chapter of the Council, on behalf of the parties to this Agreement, on the 13th day of July 1999.