

provided in writing within six (6) months from the date of the happening of the event, with accurate bank details specifying his or her full names, identity number, name of bank, branch name and code, account number, and type of account.

Any employee failing to provide the written details as aforesaid, shall forfeit the entitlement to receive such payment.

- 25.1.4.4 Upon expiration of the six (6) month period as set out in 25.1.4.3 the last auditors of the Fund shall prepare a schedule of payments which are to be paid to employers and employees respectively, and such payments shall then be effected by the Council, management committee, trustee or trustees, as the case may be. All costs of the management committee, trustee, trustees or the auditor shall be taken into account and paid prior to the payment in terms of this sub-clause.
- 25.2 The funds of the Sick Fund surplus after meeting its requirements for expenses shall not be invested otherwise than in-
- 25.2.1 Stock of the Government of the Republic of South Africa or Local Government Stock;
- 25.2.2 National Savings Certificates;
- 25.2.3 Post Office Savings Accounts or Certificates;
- 25.2.4 Savings accounts, permanent shares or fixed deposits in building societies or banks; or
- 25.2.5 any other manner approved by the Registrar of Labour Relations.

26. COSTS and FINES

The Council shall be entitled to recover all monies disbursed by it in respect of legal and/or arbitration fees and expenses incurred, in its endeavour to secure compliance with this agreement. Such costs shall be determined on the same basis as set out in Section 138(10) of the Act, as read with the Rules from time to time.

- 26.1 Costs awarded by an arbitrator, may include:
- 26.1.1 the cost of arbitration;
- 26.1.2 legal and professional costs and disbursements;
- 26.1.3 and other expenses incurred by the Council.
- 26.2 The Council shall be entitled to impose fines for non-compliance of this agreement on the same basis as is stipulated in terms of Section 33A (8) of the Act as read with Schedule 7 hereto.

The employers' organisation and the trade union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures hereto.

SIGNED AT JOHANNESBURG ON BEHALF OF THE PARTIES TO THE COUNCIL
ON THIS THE 23rd day of January 2020.