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**PART 1 OF 2**



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**PROCLAMATION***by the**President of the Republic of South Africa***No. R. 16, 2003****7 March 2003****SECTION 18 (1) (i) OF THE REVENUE LAWS AMENDMENT ACT, 1999 (ACT No. 53 OF 1999)**

In terms of section 18 (2) (d) of the Revenue Laws Amendment Act, 1999 (Act No. 53 of 1999), I hereby determine **1 September 2002** as the date on which section 18 (1) (i) of the said Act is deemed to have come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Thirtieth day of January, Two Thousand and Three.

**T. M. MBEKI****President**

By Order of the President-in-Cabinet:

**T. A. MANUEL****Minister of the Cabinet****PROKLAMASIE***deur die**President van die Republiek van Suid-Afrika***No. R. 16, 2003****7 Maart 2003****ARTIKEL 18 (1) (i) VAN DIE WYSIGINGSWET OP INKOMSTEWETTE, 1999 (WET No. 53 VAN 1999)**

Kragtens artikel 18 (2) (d) van die Wysigingswet op Inkomstewette, 1999 (Wet No. 53 van 1999), bepaal ek hierby **1 September 2002** as die datum waarop artikel 18 (1) (i) van bogemelde Wet geag word in werking te getree het.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, hierdie Dertigste dag van Januarie Tweeduisend en Drie.

**T. M. MBEKI****President**

Op las van die President-in-Kabinet:

**T. A. MANUEL****Minister van die Kabinet****GOVERNMENT NOTICES  
GOEWERMENTSKENNISGEWINGS****DEPARTMENT OF AGRICULTURE  
DEPARTEMENT VAN LANDBOU****NATIONAL AGRICULTURAL MARKETING COUNCIL****No. R. 319****7 March 2003****MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT No. 47 OF 1996)****ESTABLISHMENT OF STATUTORY MEASURE—RECORDS AND RETURNS BY DAIRY PRODUCERS****CORRECTION NOTICE**

Government Notice No. 1562 of 13 December 2002 published by *Government Gazette* No. 24143 of the said date is hereby withdrawn.

No. R. 343

7 March 2003

## LIQUOR PRODUCTS ACT, 1989 (ACT No. 60 OF 1989)

**REGULATIONS : AMENDMENT**

The Minister of Agriculture has, under section 27 of the Liquor Products Act, 1989 (Act No. 60 of 1989), made the regulations in the Schedule.

**SCHEDULE****Definition**

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R.1433 of 29 June 1990, as amended by Government Notices Nos. R.838 of 19 April 1991, R.2841 of 29 November 1991, R.2079 of 24 July 1992, R.2593 of 11 September 1992, R.2791 of 2 October 1992, R.3152 of 20 November 1992, R.1376 of 30 July 1993, R.2350 of 10 December 1993, R.356 of 25 February 1994, R.636 of 8 April 1994, R.1022 of 27 May 1994, R.2242 of 23 December 1994, R.394 of 17 March 1995, R.1695 of 3 November 1995, R.1876 of 8 December 1995, R.501 of 29 March 1996, R.1038 of 8 August 1997, R.1141 of 29 August 1997, R.833 of 26 June 1998, R.1078 of 28 August 1998, R.24 of 8 January 1999, R.70 of 22 January 1999, R.672 of 28 May 1999, R.951 of 6 August 1999 and R.21 of 12 January 2001.

**Amendment of regulation 3 of the Regulations**

2. Regulations 3 of the Regulations is hereby amended by the substitution for paragraph (c) of the following paragraph:

"(c) The volatile acid shall -

- (i) in the case of wine exported in bulk, not exceed 0,8 gram per litre;
- (ii) in the case of a wine in respect of which certification as a noble late harvest wine has been refused, not exceed 1,8 gram per litre; and
- (iii) otherwise not exceed 1,2 gram per litre".

**Substitution of regulation 10 of the Regulations**

3. The following regulation is hereby substituted for regulation 10 of the Regulations:

**"Requirements for grape spirit [7(1)(b); 27(1)(a) and (d)]**

10. Grape spirit shall -

- (a) be distilled from the fermented juice of the product of the vine which, under excise supervision -
  - (i) is distilled in a continuous still to an alcohol content of at least 75 per cent; or
  - (ii) is distilled in a pot still to an alcohol content of not more than 75 per cent;
- (b) be approved by the board and be certified by it as a spirit produced exclusively from the fermented juice of the product of the vine; and



- (c) have an alcohol content of at least 43 per cent".

**Substitution of regulation 12 of the Regulations**

4. The following regulation is hereby substituted for regulation 12 of the Regulations:

**"Requirements for pot still brandy [7(1)(b);27(1)(a) and (d)]**

**12.(1) Pot still brandy shall –**

- (a) be distilled from the fermented juice of the product of the vine which is distilled under excise supervision in a pot still to an alcohol content of not more than 75 per cent;
- (b) be matured by storage for a period of at least three years in oak casks -
  - (i) with a capacity of not more than 340 litres; and
  - (ii) which have been approved by the Commissioner of Customs and Excise or a person authorized thereto by him or her in writing;
- (c) be approved by the board and be certified by it as a spirit produced exclusively from the fermented juice of the product of the vine; and
- (d) have an alcohol content of at least 38 per cent.

(2) Notwithstanding the provisions of this regulation, not more than 10 per cent of the content of a pot still brandy, calculated on the basis of absolute alcohol, may consist of a grape spirit referred to in regulation 10, a wine spirit referred to in regulation 13(1)(a), a spirit referred to in regulation 13(1)(b) or a mixture of such grape spirit, wine spirit or spirit".

**Substitution of regulation 13 of the Regulations**

5. The following regulation is hereby substituted for regulation 13 of the Regulations:

**"Requirements for brandy [7(1)(b);27(1)(a) and (d)]**

13.(1) Brandy shall consist of a mixture of not less than 30 per cent, calculated on the basis of absolute alcohol, pot still brandy referred to in regulation 12 to which no grape spirit, wine spirit, spirit or a mixture thereof has been added in terms of regulation 12(2), and not more than 70 per cent, calculated on the basis of absolute alcohol –

- (a) wine spirit distilled from the fermented juice of the product of the vine to an alcohol content of at least 60 per cent, which was approved by the board and certified by the board as a spirit produced exclusively from the fermented juice of the product of the vine; or
- (b) a spirit which -
  - (i) has been distilled from fermented sugar exclusively obtained from the pulp that remains after the juice has been pressed from grapes, with or without addition of water;
  - (ii) has been distilled to an alcohol content of at least 95 per cent; and
  - (iii) has been approved by the board and been certified by the board as a spirit that has been manufactured exclusively from the product of the vine; or
- (c) a mixture of wine spirit referred to in paragraph (a), and spirit referred to in paragraph (b).

- (2) Brandy shall have an alcohol content of at least 43 per cent".

**Amendment of regulation 33 of the Regulations**

6. Regulation 33 of the Regulations is hereby amended by -

- (a) the addition of the following paragraph to subregulation (1):
- "(e) The expression "contains sulfites" or "bevat sulfiete" in the case of wine."; and
- (b) the addition of the following paragraph to subregulation (2):
- "(d) The indication of the expression "contains sulfites" or "bevat sulfiete" on a label is only required -
- (i) in respect of wine sold by the responsible seller thereof after 30 June 2004; and
- (ii) if sulphur dioxide occurs in that wine in a concentration of more than 10 milligram per litre, measured as total sulphur dioxide."

**Amendment of regulation 34 of the Regulations**

7. Regulation 34 of the Regulations is hereby amended by the substitution for subparagraph (v) of paragraph (c) of subregulation (1) of the following subparagraph:

- "(v) of which the minimum vertical height, depending on the capacity of the container concerned, is listed in column 2, 3 or 4 of Table 9 for that particular detail."

**Amendment of regulation 35 of the Regulations**

8. Regulation 35 of the Regulations is hereby amended by the insertion of the following paragraph after paragraph (b) of subregulation (2):

- "(bA) The class designation "grape spirit" can be substituted by the expression "pot still grape spirit" if the grape spirit concerned was distilled in a pot still;"

**Amendment of regulation 39 of the Regulations**

9. Regulation 39 of the Regulations is hereby amended by the insertion of the following proviso at the end of subregulation (5):

"Provided that any of the said expressions need not be indicated on the label of a container of a liquor product if the rest of the name of a co-operative society does not contain a name referred to in section 11(3)(a)(i) or (ii) of the Act."

**Amendment of regulation 39A of the Regulations**

10. Regulation 39A of the Regulations is hereby amended by the substitution for paragraph (a) of subregulation (1) of the following paragraph:

- "(a) which forms part of -
- (i) a trade mark as defined or recognized in the Trade Marks Act, 1993 (Act No. 194 of 1993);
- (ii) the name of a company as defined in the Companies Act, 1973 (Act No. 61 of 1973);
- (iii) the name of a co-operative society as defined in the Co-operatives Act, 1981 (Act No. 91 of 1981); or

- (iv) the name of a corporation as defined in the Close Corporation Act, 1984 (Act No. 69 of 1984).".

**Amendment of regulation 52 of the Regulations**

11. Regulation 52 of the Regulations is hereby amended by the substitution for paragraph (b) of subregulation (7) of the following paragraph:

- "(b) in the case of certified wine contained in sealed containers, where the wine concerned was certified or found to be suitable for export, as the case may be, on the basis of the sensorial judgement of a sample of the wine not more than 12 months before the date of lodging of the application, by the board;"

**Substitution of Table 1 of the Regulations**

12. The Table in Annexure A is hereby substituted for Table 1 of the Regulations.

**Amendment of Table 2 of the Regulations**

13. Table 2 of the Regulations is hereby amended by -

- (a) the substitution for the paragraph in column 2 opposite item 2 "Dry wine" in column 1 of the following paragraph:
- "The residual sugar content of the product shall not exceed 5,0 gram per litre.";
- (b) the substitution for the paragraph in column 2 opposite item 3 "Semi-dry wine" in column 1 of the following paragraph:
- "The residual sugar content of the product shall be more than 5,0 gram per litre, but shall not exceed 12,0 gram per litre.";
- (c) the substitution for the paragraph in column 2 opposite item 4 "Semi-sweet wine" in column 1 of the following paragraph:
- "The residual sugar content of the product shall be more than 5,0 gram per litre, but less than 30,0 gram per litre.";
- (d) the substitution for the paragraph numbered 2 in column 2 opposite item 5 "Late harvest wine" in column 1 of the following paragraph:
- "2. The residual sugar content of the product shall be at least 20,0 gram per litre.";
- (e) the substitution for the paragraph numbered 7 in column 2 opposite item 6 "Special late harvest wine" of the following paragraph:
- "7. The alcohol content of the product shall be at least 11,0 per cent, but it shall not contain added spirit.";
- (f) the deletion of the paragraph numbered 8 in column 2 opposite item 6 "Special late harvest wine"; and
- (g) the substitution of the paragraph numbered 2 in column 2 opposite item 8 "Sweet natural wine" of the following paragraph:
- "2. The residual sugar content of the product shall be more than 20,0 gram per litre.".

**Substitution of Table 6 of the Regulations**

14. The Table in Annexure B is hereby substituted for Table 6 of the Regulations.

**Amendment of Table 7 of the Regulations**

15. Table 7 of the Regulations is hereby amended by -

- (a) the substitution for paragraph (b) in column 3 opposite the expressions "Wine; alcoholic fruit beverage; grape-based liquor" and "Cloudiness, colouring agents and proteins" in columns 2 and 1 respectively, of the following paragraph:

"(b) treatment with agar-agar, bentonite, egg albumen, filtering aids, activated animal or vegetable charcoal, gelatine, casein, polyvinyl polypyrrolidone, silicasol, tannin or isinglass or, in the case of a grape-based liquor, ion exchange resins.";

- (b) the insertion in the correct alphabetical position of the following item:

1	2	3
"Organic acids	Wine; alcoholic fruit beverage; grape-based liquor	By means of calcium carbonate, calcium hydroxide, cold stabilisation or sodium hydroxide".

**Amendment of Table 8 of the Regulations**

16. Table 8 of the Regulations is hereby amended by -

- (a) the substitution for subparagraph (i) of paragraph (b) of note 2 of the following subparagraph:

"(i) noble late harvest wine and wine from naturally dried grapes shall contain a maximum of 300 mg/l of sulphur dioxide;"

- (b) the substitution for paragraph (ii) of paragraph (b) of note 2 of the following subparagraph:

"(ii) natural wine with a residual sugar content of more than 5 gram per litre shall contain a maximum of 200 mg/l of sulphur dioxide;"

- (c) the substitution for subparagraph (v) of paragraph (b) of note 2 of the following subparagraph:

"(v) red wine with a residual sugar content of less than 5 g/l produced after 31 December 2002 shall not contain more than 150 mg/l of sulphur dioxide;"

- (d) the addition of the following subparagraph to paragraph (b) of note 2:

"(vi) wine in respect of which certification as a noble late harvest wine has been refused, may contain a maximum of 300 mg/l of sulphur dioxide.".

**Amendment of Table 9 of the Regulations**

17. Table 9 of the Regulations is hereby amended by the addition of the following item:



1	2	3	4
"5. The expression "contains sulfites" or "bevat sulfiete" on wine labels/Die uitdrukking "bevat sulfiete" of "contains sulfites" op wynetikette .....	1,0 mm	1,5 mm	2,0 mm"

**Amendment of Table 10 of the Regulations**

18. Table 10 of the Regulations is hereby amended by -

- (a) the substitution for the paragraph in column 2 opposite item 3 "Droë vonkelwyn/Dry sparkling wine" in column 1 of the following paragraph:

"Sec vonkelwyn/sparkling wine; Trocken vonkelwyn/sparkling wine; Secco vonkelwyn/sparkling wine; Ascuitto vonkelwyn/sparkling wine; Enpoc vonkelwyn/ sparkling wine.";

- (b) the substitution for the paragraph in column 2 opposite item 4 "Semi-soet vonkelwyn/ Semi-sweet spraking wine" in column 1 of the following paragraph:

"Demi sec vonkelwyn/sparkling wine; Halbtrocken vonkelwyn/sparkling wine; Abbotato vonkelwyn/sparkling wine; Halvtor vonkelwyn/sparkling wine; Off dry vonkelwyn/ sparkling wine.".

No. R. 343

7 Maart 2003

WET OP DRANKPRODUKTE, 1989  
(WET No. 60 VAN 1989)

**REGULASIES : WYSIGING**

Die Minister van Landbou het kragtens artikel 27 van die Wet op Drankprodukte, 1989 (Wet No. 60 van 1989), die regulasies in die Bylae uitgevaardig.

**BYLAE**

**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R.1433 van 29 Junie 1990, soos gewysig deur Goewermentskennisgewings Nos. R.838 van 19 April 1991, R.2841 van 29 November 1991, R.2079 van 24 Julie 1992, R.2593 van 11 September 1992, R.2791 van 2 Oktober 1992, R.3152 van 20 November 1992, R.1376 van 30 Julie 1993, R.2350 van 10 Desember 1993, R.356 van 25 Februarie 1994, R.636 van 8 April 1994, R.1022 van 27 Mei 1994, R.2242 van 23 Desember 1994, R.394 van 17 Maart 1995, R.1695 van 30 November 1995, R.1876 van 8 Desember 1995, R.501 van 29 Maart 1996, R.1038 van 8 Augustus 1997, R.1141 van 29 Augustus 1997, R.833 van 26 Junie 1998, R.1078 van 28 Augustus 1998, R.70 van 22 Januarie 1999, R.672 van 28 Mei 1999, R.951 van 6 Augustus 1999 en R.21 van 12 Januarie 2001.

**Wysiging van regulasie 3 van die Regulasies**

2. Regulasie 3 van die Regulasies word hierby gewysig deur paragraaf (c) deur die volgende paragraaf te vervang:

- "(c) Die vlugtige suurinhoud mag -
- (i) in die geval van wyn wat in stortmaat uitgevoer word, nie 0,8 gram per liter oorskry nie;
  - (ii) in die geval van 'n wyn ten opsigte waarvan sertifisering as 'n edel laat-oewyn geweier is, nie 1,8 gram per liter oorskry nie; en
  - (iii) andersins nie 1,2 gram per liter oorskry nie."

**Vervanging van regulasie 10 van die Regulasies**

3. Regulasie 10 van die Regulasies word hierby deur die volgende regulasie vervang:

**"Vereistes vir druifspiritus [7(1)(b);27(1)(a) en (d)]**

10. Druifspiritus moet -

- (a) gedistilleer word uit die gegiste sap van die produk van die wingerdstok wat onder akskynstoetsig -
  - (i) in 'n kontinuestookketel tot minstens 75 persent alkoholinhoud gedistilleer word; of
  - (ii) in 'n potketel tot hoogstens 75 persent alkoholinhoud gedistilleer word;

- (b) deur die raad goedgekeur en gesertifiseer word as 'n spiritus uitsluitlik van die gegiste sap van die produk van die wingerdstok vervaardig; en
- (c) 'n alkoholinhoud van minstens 43 persent hê."

#### **Vervanging van regulasie 12 van die Regulasies**

4. Regulasie 12 van die Regulasies word hierby deur die volgende regulasie vervang:

##### **"Vereistes vir potketelbrandewyn [7(1)(b);27(1)(a) en (d)]**

##### **12.(1) Potketelbrandewyn moet -**

- (a) gedistilleer word uit die gegiste sap van die produk van die wingerdstok wat onder akskynstoedig in 'n potketel tot hoogstens 75 persent alkoholinhoud gedistilleer word;
- (b) vir 'n tydperk van minstens drie jaar deur opberging verouder word in eikehoutvate -
  - (i) met 'n inhoudsvermoë van hoogstens 340 liter; en
  - (ii) wat deur die Kommissaris van Doeane en Aksyns of iemand wat skriftelik deur hom of haar daartoe gemagtig is, goedgekeur is;
- (c) deur die raad goedgekeur en gesertifiseer word as 'n spiritus uitsluitlik van die gegiste sap van die produk van die wingerdstok vervaardig;
- (d) 'n alkoholinhoud van minstens 38 persent hê.

(2) Ondanks die bepalings van hierdie regulasie, kan hoogstens 10 persent van die inhoud van 'n potketelbrandewyn, bereken op die grondslag van absolute alkohol, bestaan uit 'n druifspiritus in regulasie 10 bedoel, 'n wynspiritus in regulasie 13(1)(a) bedoel, 'n spiritus in regulasie 13(1)(b) bedoel of 'n mengsel van sodanige druifspiritus, wynspiritus of spiritus."

#### **Vervanging van regulasie 13 van die Regulasies**

5. Regulasie 13 van die regulasies word hierby deur die volgende regulasie vervang:

##### **"Vereistes vir brandewyn [7(1)(b);27(1)(a) en (d)]**

13.(1) Brandewyn moet bestaan uit 'n mengsel van minstens 30 persent, bereken op die grondslag van absolute alkohol, potketelbrandewyn in regulasie 12 bedoel, waarby geen druifspiritus, wynspiritus, spiritus of 'n mengsel daarvan ingevolge regulasie 12(2) gevoeg is nie, en hoogstens 70 persent, bereken op die grondslag van absolute alkohol -

- (a) wynspiritus gedistilleer uit die gegiste sap van die produk van die wingerdstok tot minstens 60 persent alkoholinhoud wat deur die raad goedgekeur en deur die raad gesertifiseer is as spiritus wat uitsluitlik van die gegiste sap van die produk van die wingerdstok vervaardig is; of
- (b) 'n spiritus wat -
  - (i) gedistilleer is van gegiste suiker uitsluitlik verkry van die pulp wat oorbly nadat die sap uit duiwe gepers is, met of sonder die byvoeging van water;
  - (ii) gedistilleer is tot minstens 95 persent alkoholinhoud; en

- (iii) deur die raad goedgekeur is en deur die raad gesertifiseer is as 'n spiritus wat uitsluitlik van die produk van die wingerdstok vervaardig is; of
- (c) 'n mengsel van wynspiritus in paragraaf (a) bedoel, en spiritus in paragraaf (b) bedoel.

(2) Brandewyn moet 'n alkoholinhoud van minstens 43 persent hê."

#### ***Wysiging van regulasie 33 van die Regulasies***

6. Regulasie 33 van die Regulasies word hierby gewysig deur –

- (a) die volgende paragraaf by subregulasie (1) te voeg:
  - "(e) Die uitdrukking "bevat sulfiete" of "contains sulfites" in die geval van wyn."
- (b) die volgende paragraaf by subregulasie (2) te voeg:
  - "(d) Die aanduiding van die uitdrukking "bevat sulfiete" of "contains sulfites" op 'n etiket word slegs vereis –
    - (i) ten opsigte van wyn wat na 30 Junie 2004 deur die verantwoordelike verkoper daarvan verkoop word; en
    - (ii) indien swaweldioksied in daardie wyn voorkom in 'n konsentrasie van meer as 10 milligram per liter, gemeet as totale swaweldioksied."

#### ***Wysiging van regulasie 34 van die Regulasies***

7. Regulasie 34 van die Regulasies word hierby gewysig deur subparagraaf (v) van paragraaf (c) van subregulasie (1) deur die volgende subparagraaf te vervang:

- "(v) waarvan die minimum vertikale hoogte is, afhangend van die kapasiteit van die houer betrokke, gelys is in kolom 2, 3 of 4 van Tabel 9 vir daardie spesifieke detail."

#### ***Wysiging van regulasie 35 van die Regulasies***

8. Regulasie 35 van die Regulasies word hierby gewysig deur die volgende paragraaf na paragraaf (b) van subregulasie (2) in te voeg:

- "(bA) Die klasbenaming "druifspiritus" kan vervang word deur die uitdrukking "potketeldruifspiritus" indien die betrokke druifspiritus in 'n potketel gedistilleer is."

#### ***Wysiging van regulasie 39 van die Regulasies***

9. Regulasie 39 van die Regulasies word hierby gewysig deur die volgende voorbehoudsbepaling aan die einde van subregulasie (5) by te voeg:

"Met dien verstande dat enige van die vermelde uitdrukkings nie op die etiket van 'n houer van 'n drankprodukt aangedui hoef te word nie indien die res van die naam van 'n koöperatiewe vereniging nie 'n naam in artikel 11(3)(a)(i) of (ii) van die Wet bedoel, bevat nie."

#### ***Wysiging van regulasie 39A van die Regulasies***

10. Regulasie 39A van die Regulasies word hierby gewysig deur paragraaf (a) van subregulasie (1) deur die volgende paragraaf te vervang:

- "(a) wat deel vorm van –
  - (i) 'n handelsmerk soos omskryf of erken in die Wet op Handelsmerke, 1993 (Wet No. 194 van 1993);



- (ii) die naam van 'n maatskappy soos omskryf in die Maatskappyyewet, 1973 (Wet No. 61 van 1973);
- (iii) die naam van 'n koöperatiewe vereniging soos omskryf in die Koöperasiewet, 1981 (Wet No. 91 van 1981); of
- (iv) die naam van 'n korporasie soos omskryf in die Wet op Beslote Korporasies, 1984 (Wet No. 69 van 1984).".

#### **Wysiging van regulasie 52 van die Regulasies**

11. Regulasie 52 van die Regulasies word hierby gewysig deur paragraaf (b) van subregulasie (7) deur die volgende paragraaf te vervang:

- "(b) in die geval van gesertifiseerde wyn in verseëlde houers, waar die betrokke wyn hoogstens 12 maande voor die datum van indiening van die betrokke aansoek deur die raad op grond van die sintuiglike beoordeling van 'n monster van die wyn, gesertifiseer is of geskik bevind is vir uitvoer, na gelang van die geval;".

#### **Vervanging van Tabel 1 van die Regulasies**

12. Tabel 1 van die Regulasies word hierby deur die tabel in Aanhangsel A vervang.

#### **Wysiging van Tabel 2 van die Regulasies**

13. Tabel 2 van die Regulasies word hierby gewysig deur -

- (a) die paragraaf in kolom 2 teenoor item 2 "Droë wyn" in kolom 1 deur die volgende paragraaf te vervang:  
"Die ressuikerinhoud van die produk mag nie 5,0 gram per liter oorskry nie.";
- (b) die paragraaf in kolom 2 teenoor item 3 "Half-droë wyn" in kolom 1 deur die volgende paragraaf te vervang:  
"Die ressuikerinhoud van die produk moet meer as 5,0 gram per liter wees, maar nie 12,0 gram per liter oorskry nie.";
- (c) die paragraaf in kolom 2 teenoor item 4 "Semi-soet wyn" in kolom 1 deur die volgende paragraaf te vervang:  
"Die ressuikerinhoud van die produk moet meer as 5,0 gram per liter, maar minder as 30,0 gram per liter wees.";
- (d) die paragraaf genummer 2 in kolom 2 teenoor item 5 "Laat-oeswyn" in kolom 1 deur die volgende paragraaf te vervang:  
"2. Die ressuikerinhoud van die produk moet minstens 20,0 gram per liter wees.";
- (e) die paragraaf genummer 7 in kolom 2 teenoor item 6 "Spesiale laat-oeswyn" deur die volgende paragraaf te vervang:  
"7. Die alkoholinhoud van die produk moet minstens 11,0 persent wees, maar dit mag nie bygevoegde spiritus bevat nie.";
- (f) die paragraaf genummer 8 in kolom 2 teenoor item 6 "Spesiale laat-oeswyn" te skrap; en

- (g) die paragraaf genommer 2 in kolom 2 teenoor item 8 "Soet natuurlike wyn" deur die volgende paragraaf te vervang:

"2. Die ressuikerinhoud van die produk moet meer as 20,0 gram per liter wees."

#### **Vervanging van Tabel 6 van die Regulasies**

14. Tabel 6 van die Regulasies word hierby deur die tabel in Aanhangsel B vervang.

#### **Wysiging van Tabel 7 van die Regulasies**

15. Tabel 7 van die Regulasies word hierby gewysig deur -

- (a) paragraaf (b) in kolom 3 teenoor die uitdrukkings "Wyn; alkoholiese vrugtedrank; druifbasisdrank" en "Troebeling, kleurstowwe en proteïene" in kolom 2 en 1 onderskeidelik, deur die volgende paragraaf te vervang:

"(b) behandeling met agar-agar, bentoniet eieralbumien, filtreerhulpmiddels, geaktiveerde dier- of planthoutskool, gelatien, kaseïen, polivinilpolipirolidoon, silikasol, tannien of vislym of, in die geval van 'n druifbasisdrank, ionuutruilingsharse."

- (b) die volgende item op die alfabeties-korrekte plek in te voeg:

1	2	3
"Organiese sure	Wyn; alkoholiese vrugte-drink; druifbasisdrank	Deur middel van kalsium-hidroksied, kalsiumkarbonaat, koue stabilisasie of natrium-hidroksied."

#### **Wysiging van Tabel 8 van die Regulasies**

16. Tabel 8 van die Regulasies word hierby gewysig deur -

- (a) subparagraaf (i) van paragraaf (b) van nota 2 deur die volgende subparagraaf te vervang:

"(i) edel laat-oeswyn en wyn van natuurlik gedroogde druïwe hoogstens 300 mg/l swaweldioksied mag bevat;"

- (b) subparagraaf (ii) van paragraaf (b) van nota 2 deur die volgende subparagraaf te vervang:

"(ii) natuurlike wyn met 'n ressuikerinhoud van meer as 5 gram per liter, hoogstens 200 mg/l swaweldioksied mag bevat;"

- (c) subparagraaf (v) van paragraaf (b) van nota 2 deur die volgende subparagraaf te vervang:

"(v) rooiwyn met 'n ressuikerinhoud van minder as 5 g/l wat na 31 Desember 2002 geproduseer is, nie meer as 150 mg/l swaweldioksied mag bevat nie;" en

- (d) die volgende subparagraaf by paragraaf (b) van nota 2 te voeg:

"(vi) wyn ten opsigte waarvan sertifisering as 'n edel laat-oeswyn geweier is, hoogstens 300 mg/l swaweldioksied mag bevat."

#### **Wysiging van Tabel 9 van die Regulasies**

17. Tabel 9 van die Regulasies word hierby gewysig deur die volgende item by te voeg:

1	2	3	4
"5. The expression "contains sulfites" or "bevat sulfiete" on wine labels/ Die uitdrukking "bevat sulfiete" of "contains sulfites" op wynetikette .....	1,0 mm	1,5 mm	2,0 mm"

***Wysiging van Tabel 10 van die Regulasies***

18. Tabel 10 van die Regulasies word hierby gewysig deur -

- (a) die paragraaf in kolom 2 teenoor item 3 "Droë vonkelwyn/Dry sparkling wine" in kolom 1 deur die volgende paragraaf te vervang:

"Sec vonkelwyn/sparkling wine; Trocken vonkelwyn/sparkling wine; Secco vonkelwyn/sparkling wine; Ascutto vonkelwyn/sparkling wine; Enpoc vonkelwyn/sparkling wine.";

- (b) die paragraaf in kolom 2 teenoor item 4 "Semi-soet vonkelwyn/Semi-sweet sparkling wine" in kolom 1 deur die volgende paragraaf te vervang:

"Demi sec vonkelwyn/sparkling wine; Halbtrocken vonkelwyn/sparkling wine; Abbocato vonkelwyn/sparkling wine; Halvtor vonkelwyn/sparkling wine; Off dry vonkelwyn/sparkling wine.".

## ANNEXURE A/AANHANGSEL A

"TABLE 1/ TABEL 1

**GRAPE CULTIVARS WHICH MAY BE USED FOR THE PRODUCTION OF WINE**  
**DRUIFCULTIVARS WAT VIR DIE PRODUKSIE VAN WYN GEBRUIK MAG WORD**

[Reg 2]

* Alicante Bouschet	Grenache (Rooi/Red	Pontak (Teinturier male)
Auclerois	Grenache)	Raisin blanc (Gros Vert)
Barbera	Grenache blanc (Wit/White	Riesling (Kaapse Riesling;
* Barlinka	Grenache)	Cape Riesling; Crouchen)
* Bastardo do Castello	Harslevelü	Roobernet
Bastardo do Menudo	* Kanaan (Belies; Canaan)	Ruby Cabernet
* Bourboulenc	Kerner	Sangiovese
Bukettraube	Malbec	Sauvignon blanc (Blanc
Cabernet franc	Merlot	Fumé)
Cabernet sauvignon	Meunier	Schönburger
Carignan	Morio Muscat	Sémillon (Groendruif)
* Ceresa	* Mourisco tinto	Shiraz (Syrah)
Chardonnay	Mourvèdre (Mataro)	Souzão
Chenel	Muller-Thurgau	Sultana (Sultanina;
Chenin blanc (Steen)	Muscat d' Alexandrie	Thompson's Seedless)
Cinsaut	(Hanepoot)	Sulvaner
* Cinsaut blanc	Muscat de Frontignan	Tannat
* Cinsaut gris	(Muskadel; Muscadel)	Therona
Clairette blanche	Muscat de Hambourg	Tinta Amarella
Colombar (Colombard)	Muscat Ottonel	Tinta Barocca
* Colomino	Nebbiolo	Tinta Francisca
Cornifesto	Nouvelle	Tinta Roriz
* Donzellinho do Castello	* Olasz	Touriga Francesa
* Donzellinho do Gallego	Palomino (Fransdruif;	Touriga Nacional
Emerald Riesling	White French)	Ugni blanc (Trebiano)
* Erlihane	* Pedro (Valse)	Verdelho
* Ferdinand de Lesseps	Petit Verdot (Verdot)	Viognier
Fernao Pires	Pinotage	Weisser Riesling (Ryn
Furmint	Pinot blanc	Riesling; Rhine Riesling)
Gamay noir	(Weissburgunder)	Weldra
Gewürztraminer	Pinot gris (Pinot grigio)	Zinfandel
Grachen	Pinot noir	

- \* The designation of this grape cultivar shall lapse on 31 December 2005/ Die aanwysing van hierdie druifcultivar verval op 31 Desember 2005".



## ANNEXURE B/AANHANGSEL B

"TABLE 6/TABEL 6

SUBSTANCES WHICH MAY BE ADDED TO LIQUOR PRODUCTS/  
STOWWE WAT BY DRANKPRODUKTE GEVOEG MAG WORD

[Reg.30]

Name of substance/ Naam van stof	Liquor products to which substance may be added/ Drankprodukte warby stof gevoeg mag word	Manner and conditions of addition/ Wyse en voorwaardes van byvoeging
1	2	3
Acacia/Arabic gum/ Akasia/arabiese gom	Wine/Wyn	This product may only be added after completion or termination of alcoholic fermentation/Hierdie produk mag slegs na voltooiing of beëindiging van alkoholiese gisting bygevoeg word.
Activated animal or vegetable charcoal/Geaktiveerde dier- of planthoutskool	Wine (excluding special late harvest wine and noble late harvest wine); alcoholic fruit beverage; spirits (excluding pot still brandy and vintage brandy); grape-based liquor; spirit-based liquor/Wyn (uitgesonderd spesiale laat-oeswyn en edel laat-oeswyn); alkoholiese vrugtedrank; spiritualieë (uitgesonderd potketel-brandewyn en vintage-brandewyn); druifbasisdrank; spiritusbasisdrank	
Agar-agar/Agar-agar	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Allula red A.C.C.I. 16035/ Allularooi A.C.K.I. 16035	Grape-based liquor (excluding grape liquor); spirit-based liquor; unspecified alcoholic fruit beverage/Druifbasisdrank (uitgesonderd druif-drink); spiritusbasisdrank; ongespesifiseerde alkoholiese vrugtedrank	The final product shall not contain more than 100 mg/l of this substance/ Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie.
Ammonia/Ammoniak	Wine/Wyn	
Ammonium bisulphide/Ammoniumbisulfiet	Wine/Wyn	
Ammonium phosphate/Ammoniumfosfaat	Wine/Wyn	
Ammonium sulphide/Ammoniumsulfiet	Wine/Wyn	
Anatto extract C.I. 75120/ Annatto-ekstrak K.I. 75120	Grape-based liquor (excluding grape liquor); spirit-based liquor/ Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 100 mg/l of this substance/ Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie.
L-ascorbic acid/ L-askorbiensuur	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	The final product shall, in the case of wine and a grape-based liquor, not contain more than 150 mg/l of this substance/Die finale produk mag, in die geval van wyn en 'n

		druifbasisdrank, nie meer as 150 mg/l van hierdie stof bevat nie.
Azogeranine C.I. 18050/ Asogeranien K.I. 18050	Grape-based liquor (excluding grape liquor); spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 100 mg/l of this substance/Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie
Azorubine C.I. 14720/ Asorubien K.I. 14720	Grape-based liquor (excluding grape liquor); spirit-based liquor/ Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 100 mg/l of this substance/ Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie
Beetroot red or betanin/ Beetroot of betanien	Grape-based liquor (excluding grape liquor); spirit-based liquor/ Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 30 mg/l of this substance/Die finale produk mag nie meer as 30 mg/l van hierdie stof bevat nie.
Bentonite/Bentoniet	All types and classes/Alle tipes en klasse	
Betacaronne C.I. 75130/ Betakaroteen K.I. 75130	Grape-based liquor (excluding grape liquor); spirit-based liquor/ Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 100 mg/l of this substance/ Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie.
Brilliant Blue FCF C.I. 42090/ Helderblou FCF K.I. 42090	Grape-based liquor (excluding grape liquor); spirit-based liquor/ Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 25 mg/l of this substance/ Die finale produk mag nie meer as 25 mg/l van hierdie stof bevat nie.
Calcium alginate/Kalsiumalgi-naat	Bottle-fermented sparkling wines/ Bot-telgegiste vonkelwyne	
Calcium carbonate/ Kalsiumkarbonaat	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Calcium hydroxide/Kalsiumhidroksied	Wine; grape-based liquor/Wyn; druifbasisdrank	
CaramelKaramel	Wine (excluding special late harvest wine and noble late harvest wine); alcoholic fruit beverage; spirits (excluding grape spirit, cane spirit, gin, vodka, unspecified spirit and mixed spirit); grape-based liquor and spirit-based liquor/Wyn (uitgesonderd spesiale laat-oeswyn en edel laatoeswyn); alkoholiese vrugtedrank; spiritualieë (uitgesonderd druifspiritus, rietspiritus, jenewer, wodka, ongespesifiseerde spiritus en gemengde spiritus); druif-basisdrank; spiritusbasisdrank	This substance may be added to a liquor product only if – (a) it has not been manufactured by the ammonia process; and (b) it does not contain more than 200 mg/kg of 4-methyl imidazole. Hierdie stof mag slegs by 'n drankprodukt gevoeg word indien dit- (a) nie deur die ammoniumproses vervaardig is nie; en (b) hoogstens 200 mg/kg 4-metiel-imidasool bevat.
Carbon dioxide/Koolsuurgas	Wine (excluding noble late harvest wine); alcoholic fruit beverage; grape-based liquor; spirit based liquor/Wyn (uitgesonderd edel laat-oeswyn); alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Carboxy methyl cellulose/ Karboksiemetielsellulose	Grape-based liquor (excluding grape liquor)/Druifbasisdrank (uitgesonderd druifdrank)	

Casein/Kaseïen	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusdrank	
Chlorophyll C.I. 75810/ Chlorofil K.I. 75810	Grape-based liquor (excluding grape liquor); spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 30 mg/l of this substance/ Die finale produk mag nie meer as 30 mg/l van hierdie stof bevat nie.
Citrates of potassium, calcium and sodium/Sitrate van kalium, kalsium en natrium	Alcoholic fruit beverage/Alkoholiese vrugtedrank	
Citric acid/Sietroensuur	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Cochineal C.I. 75470/ Cochenille K.I. 75470	Grape-based liquor (excluding grape liquor); spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 30 mg/l of this substance/ Die finale produk mag nie meer as 30 mg/l van hierdie stof bevat nie.
Concentrated must/Gekonsentreerde mos	Wine (excluding special late harvest wine; wine from naturally dried grapes and noble late harvest wine); husk brandy, pot still brandy, brandy and vintage brandy, grape-based liquor/Wyn (uitgesonderd spesiale laat-oeswyn, wyn van natuurlike gedroogde druiwe en edel laat-oeswyn); dopbrandewyn, brandewyn en vintage-brandewyn; druifbasisdrank	<p>This substance may –</p> <p>(a) in the case of wine, be added before or during alcoholic fermentation on condition that –</p> <p>(i) it may not be diluted before addition;</p> <p>(ii) the volume of the must to which it is added may not increase by more than 5 per cent as a result of such addition; and</p> <p>(iii) the total (actual plus potential) alcohol content of the final product may not increase by more than 2 per cent as a result of such addition;</p> <p>(b) otherwise, only be added after completion or termination of alcoholic fermentation; and</p> <p>(c) in the case of the spirits specified in column 2, only be added to such extent that the sugar content of the final product, calculated as reducing sugar, does not exceed 15 g/l.</p> <p>Hierdie stof mag –</p> <p>(a) in die geval van wyn, voor of tydens alkoholiese gisting bygevoeg word op voorwaarde dat –</p> <p>(i) dit nie voor byvoeging verdun mag word nie;</p> <p>(ii) die volume van die mos waarby dit gevoeg word nie</p>

		<p>met meer as 5 persent mag verhoog as gevolg van sodanige byvoeging nie; en</p> <p>(ii) die totale (werklike plus potensiële) alcohol gehalte van die finale produk nie as gevolg van sodanige byvoeging met meer as 2 persent per volume mag verhoog nie.</p> <p>(b) andersins, slegs na voltooiing of beëindiging van alkoholiese gisting bygevoeg word; en</p> <p>(c) in die geval van die spiritualieë in kolom 2 vermeld, slegs tot so 'n mate bygevoeg word dat die suikereinhoud van die finale produk, bereken as reduserende suiker, nie 15 g/l oorskry nie.</p>
Cooldrink as defined in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)/Koeldrank soos omskryf in die regulasies gepubliseer kragtens die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972)	Spirit cooler/Spiritus koeler	
Copper sulphate/Kopersulfaat	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Dairy products/Suiwelprodukte	Grape-based liquor (excluding vermouth and grape liquor); spirit cocktail; cream liqueur/Druifbasisdrank (uitgesonderd vermoet en druifdrank); spiritusmengeldrank; roomlikeur	The butterfat content of the final product shall, in the case of cream liqueur, be at least 10,0% by volume/Die bottervetinhoud van die finale produk moet, in die geval van roomlikeur, minstens 10,0% volgens volume wees.
Dessert wine/Dessertwyn	Husk brandy, pot still brandy, brandy, vintage brandy, whisky, malt whisky and blended whisky/Dopbrandewyn, potketelbrandewyn, brandewyn, vintage-brandewyn, whisky, mout-whisky en vermengde whisky	This substance shall only be added to such extent that the total sugar content of the final product, calculated as reducing sugar, does not exceed 15 g/l./Hierdie stof mag slegs tot so 'n mate bygevoeg word dat die totale suikereinhoud van die finale produk, bereken as reduserende suiker, nie 15 g/l oorskry nie.
Di-ammonium-phosphate/Di-ammoniumfosfaat	Wine; alcoholic fruit beverage/Wyn; alkoholiese vrugtedrank	
Dimethyl-dicarbonate/Dimetiel-dikarbonaat	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn;	The final product shall, in the case of a spirit-based liquor, not contain

	alkoholiese druifbasisdrank	more than 100 mg/l of this substance/Die finale produk mag, in die geval van 'n spiritusbasisdrank, nie meer as 100 mg/l van hierdie stof bevat nie.
Egg albumen/Eieralbumien	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Egg yolk/Eiergeel	Grape-based liquor (excluding grape liquor); spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	
Emulsifying agents/Emulsifiseermiddels	Grape-based liquor (excluding grape liquor); spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	
Enzymes/Ensieme	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Erythrosine BS C.I. 45430/ Eritrosien B.S. K.I. 45430	Grape-based liquor (excluding grape liquor) spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 30 mg/l of this substance/Die finale produk mag nie meer as 30 mg/l van hierdie stof bevat nie.
Filtering aids of inert material/Filtreerhulpmiddels van inerte materiaal	All types and classes/Alle tipes en klasse	No undesired residue shall be left behind in the treated product/Geen ongewenste residu mag in die behandelde produk agtergelaat word nie.
Flavourants of vegetable origin or extracts thereof/Geurmiddels van plantaardige oorsprong of ekstrakte daarvan	Husk brandy, pot still brandy, brandy, vintage brandy and gin; grape-based liquor (excluding grape liquor); spirit-based liquor; alcoholic fruit beverage/Dopbrandewyn, potketelbrandewyn, brandewyn, vintagebrandewyn en jenever; druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank; alkoholiese vrugtedrank	<p>The addition of this substance to-</p> <p>(a) a flavoured grape liquor or an alcoholic fruit beverage shall not increase the alcohol content of the product by more than 0,6 percent; and</p> <p>(b) vermouth or a cocktail shall not increase the alcohol content of the product by more than 1.2 per cent</p> <p>Die byvoeging van hierdie stof by-</p> <p>(a) 'n gegeurde druifdrank of 'n alkoholiese vrugtedrank mag nie die alkoholinhoud van die produk met meer as 0,5 persent verhoog nie; en</p> <p>(b) vermoet of 'n mengeldrank mag nie die alkoholinhoud van die produk met meer as 1,2 persent verhoog nie.</p>
Flavourants that are nature-identical/Geurmiddels wat natuuridenties is	Grape-based liquor (excluding grape liquor); spirit-based liquor; alcoholic fruit beverage/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank; alkoholiese vrugtedrank	<p>The addition of this substance to-</p> <p>(a) a flavoured grape liquor or an alcoholic fruit beverage shall not increase the alcohol content of the product by more than 0,6 percent; and</p>



		<p>(b) vermouth or a cocktail shall not increase the alcohol content of the product by more than 1.2 per cent</p> <p>Die byvoeging van hierdie stof by-</p> <p>(a) 'n gegeurde druifdrank of 'n alkoholiese vrugtedrank mag nie die alkoholinhoud van die produk met meer as 0,5 persent verhoog nie; en</p> <p>(b) vermoet of 'n mengeldrank mag nie die alkoholinhoud van die produk met meer as 1,2 persent verhoog nie.</p>
Fruit pulp of fruit cells/Vrugte-pulp of vrugteselle	Grape-based liquor (excluding grape liquor); spirit cooler/Druifbasisdrank (uitgesonderd druifdrank); spiritus koeler	
Gelatine/Gelatin	All types and classes/Alle tipes en klasse	
Green S. C.I. 44090/Groen S. K.I. 44090	Grape-based liquor (excluding grape liquor) spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 100 mg/l of this substance./Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie.
Honey/Heuning	Husk brandy, pot still brandy, brandy and vintage brandy; grape-based liquor (excluding grape liquor); spirit-based liquor/Dopbrandewyn, potketel-brandewyn, brandewyn en vintage-brandewyn; druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	This substance shall, in the case of the spirits specified in column 2, only be added to such extent that the total sugar content of the final product, calculated as reducing sugar, does not exceed 15 g/l./Hierdie stof mag, in die geval van die spiritualieë in kolom 2 vermeld, slegs in so 'n mate bygevoeg word dat die totale suikerinhoud van die finale produk, bereken as reduserende suiker, nie 15 g/l oorskry nie.
Lactic acid/Melksuur	Alcoholic fruit beverage; spirit-based liquor/Alkoholiese vrugtedrank; spiritusbasisdrank	
Herbs and natural extracts of herbs/Kruie en natuurlike ekstrakte van kruie	Vermouth/Vermoet	
Ion exchange resins/Loonuit-ruilingsharse	Alcoholic fruit beverage; grape-based liquor/Alkoholiese vrugtedrank; druifbasisdrank	
Isinglass/Vislym	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Iso-ascorbic acid/Iso-askorbiensuur	Wine/Wyn	The final product shall not contain more than 150 mg/l of this substance./Die finale produk mag nie meer as 150 mg/l van hierdie stof bevat nie.
Malates of potassium, calcium and sodium/Malate van kalium,	Alcoholic fruit beverage/Alkoholiese vrugtedrank	



kalsium en natrium		
Malic acid/Appelsuur	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Malolactic fermentation bacteria/Appelmelksuurgistings bakterieë	Wine/Wyn	
Must/Mos	Wine (excluding special late harvest wine and noble late harvest wine); husk brandy, pot still brandy, brandy and vintage brandy; grape-based liquor/Wyn (uitgesonderd spesiale laat-oeswyn en edel laat-oeswyn); dopbrandewyn, potketelbrandewyn, brandewyn en vintage-brandewyn; druifbasisdrank	This substance shall, in the case of the spirits specified in column 2, only be added to such extent that the total sugar content of the final product, calculated as reducing sugar, does not exceed 15 g/l. Hierdie stof mag in die geval van die spiritualieë in kolom 2 vermeld, slegs tot so 'n mate bygevoeg word dat die suikerinhoud van die finale produk, bereken as reduserende suiker, nie 15 g/l oorskry nie.
Nitrogen gas/Stikstofgas	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Oxygen/Suurstof	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Pectin/Pektien	Alcoholic fruit beverage; grape-based liquor/Alkoholiese vrugtedrank; druifbasisdrank	
Pimarizin/Pimarisien	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	The final product shall, in the case of a grape-based liquor, not contain more than 30 mg/l of this substance/ Die finale produk mag, in die geval 'n druifbasisdrank, nie meer as 30 mg/l van hierdie stof bevat nie.
Polyvinyl Polypirolidone/Polivinielpolipirolidoon	Wine (excluding special late harvest wine and noble late harvest wine); alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn (uitgesonderd spesiale laat-oeswyn en edel laat-oeswyn); alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Poncheau 4RC.I. 16255/ Poncheau 4R K.I. 16255	Grape-based liquor (excluding grape liquor) spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 100 mg/l of this substance/Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie.
Potassium bitartrate/Kaliumbitarraat	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Potassium carbonate/Kaliumkarbonaat	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Potassium ferro cyanide/	Wine; alcoholic fruit beverage; spirits;	In accordance with the provisions of

Kaliumferrosianied	grape-based liquor/Wyn; alkoholiese vrugtedrank; spiritueelie; druifbasisdrank	regulation 31(4)/Ooreenkomstig die bepalings van regulasie 31(4).
Potassium hydroxide/Kaliumhidrosied	Alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Potassium metabisulphide/Kaliummetabisulfiet	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Potassium sorbate/Kalium sorbaat	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	The final product shall not contain more than 200 mg/l, calculated as sorbic acid, of this substance/Die finale produk mag nie meer as 200 mg/l van hierdie stof, bereken as sorbiensuur, bevat nie.
Quillaia extract/Quillaia ekstrak	Rum/Rum	The final product shall not contain more than 3 g/l of this substance/Die finale produk mag nie meer as 3 g/l van hierdie stof bevat nie.
Quinoline yellow C.I. 47005/Kinoliengeel K.I. 47005	Grape-based liquor (excluding grape liquor); spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 100 mg/l of this substance/Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie.
Silicasol/Silikasol	All types and classes/Alle tipes en klasse	
Sodium alginate/Natriumalgi-naat	Bottle-fermented sparkling wines/Bottelgegistde vonkelwyne	
Sodium benzoate/Natriumbensoaat	Grape-based liquor (excluding grape liquor); spirit-based liquor; alcoholic fruit beverage/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank; alkoholiese vrugtedrank	The final product shall not contain more than 250 mg/l, calculated as benzoic acid, of this substance/Die finale produk mag nie meer as 250 mg/l van hierdie stof, bereken as bensoënsuur, bevat nie.
Sodium carbonate/Natriumkarbonaat	Wine; alcoholic fruit beverage; spirit-based liquor/Wine; alkoholiese vrugtedrank; spiritusbasisdrank	
Sodium chloride (common salt)/Natriumchloried (tafel-sout)	Spirit-based liquor/Spiritusbasisdrank	
Sodium hydroxide/Natriumhidrosied	Wine; alcoholic fruit beverage; spirit-based liquor/Wyn; alkoholiese vrugtedrank; spiritusbasisdrank	
Sodium meta bisulphide/Natriummetabisulfiet	Wine; alcoholic fruit beverage; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Sorbic acid/Sorbiensuur	Wine/Wyn	The final product shall not contain more than 200 mg/l of this substance/Die finale produk mag nie meer as 200 mg/l van hierdie stof bevat nie.
Spirit derived from any harmless vegetable article/Spiritus wat van enige skadelose plantoedige artikel verkry is	Vermouth; aperitif/Vermoet; mengeldrank	The substance concerned shall be a rectified spirit/Die betrokke stof moet 'n gerektifiseerde spiritus wees.

Spirit derived from apples or pears/Spiritus wat van appels of pere verkry is	Alcoholic fruit beverage (excluding unspecified alcoholic fruit beverage)/Alkoholiese vrugtedrank (uitgesonderd ongespesifiseerde-	The substance concerned shall be a rectified spirit/Die betrokke stof moet 'n gerektifiseerde spiritus wees.
Spirit derived from grapes/Spiritus wat van duiwe verkry is	Wine (excluding late harvest wine, special late harvest wine, noble late harvest wine and sweet natural wine); grape-based liquor/Wyn (uitgesonderd laat-oeswyn, spesiale laat-oeswyn, edel laat-oeswyn en soet natuurlike wyn); druifbasisdrank	
Sugar of vegetable origin/Suiker van plantoardige oorsprong	Sparkling wines; alcoholic fruit beverage (excluding fortified apple and pear beverage); spirits; grape-based liquor (excluding grape liquor and flavoured grape liquor); spirit-based liquor/Vonkelwyne; alkoholiese vrugtedrank (uitgesonderd gefortifiseerde appel- en peerdrank); spiritualieë druifdrank en gegeurde druifdrank); spiritusbasisdrank	<p>This substance shall –</p> <p>(a) in the case of sparkling wines, only be added for the initiation of the second alcoholic fermentation and to sweeten the final product;</p> <p>(b) in the case of an alcoholic fruit beverage –</p> <p>(i) be added before alcoholic fermentation only to such an extent that not more than 20 per cent of the fermentable sugars are derived therefrom;</p> <p>(ii) otherwise, only be added after completion or termination of alcoholic fermentation to sweeten the final product and to a maximum of 100 g/l, calculated as reducing sugar;</p> <p>(c) in the case of husk brandy, pot still brandy, brandy and vintage brandy, only be added to such an extent that the sugar content of the final product, calculated as reducing sugar, does not exceed 15 g/l;</p> <p>(d) in the case of other spirits (excluding gin), only be added to such an extent that the sugar content of the final product, calculated as reducing sugar, does not exceed 1 g/l; and</p> <p>(e) in the case of a grape-based liquor or a spirit-based liquor, only be added to sweeten the final product/</p> <p>Hierdie stof mag-</p> <p>(a) in die geval van vonkelwyne, slegs bygevoeg word vir die inisiëring van die tweede alkoholiese gisting en om die finale produk te versoet;</p>

		<p>(b) in die geval van 'n alkoholiese vrugtedrank-</p> <p>(i) slegs tot so 'n mate voor alkoholiese gisting bygevoeg word dat nie meer as 20 persent van die fermenteerbare suikers daarvan afkomstig is nie;</p> <p>(ii) andersins, slegs bygevoeg word na voltooiing of beëindiging van alkoholiese gisting om die finale produk te versoet en tot hoogstens 100 g/l, bereken as reduserende suiker;</p> <p>(c) in die geval van dopbrandewyn, potketelbrandewyn, brandewyn en vintage-brandewyn, slegs tot so 'n mate bygevoeg word dat die suikereinhoud van die finale produk, bereken as reduserende suiker, nie 15 g/l oorskry nie.</p> <p>(d) in die geval van ander spiritualieë (uitgesonderd jenewer), slegs tot so 'n mate bygevoeg word dat die suikereinhoud van die finale produk, bereken as reduserende suiker, nie 1 g/l oorskry nie; en</p> <p>(e) in die geval van 'n druifbasisdrank of spiritusbasisdrank, slegs bygevoeg word om die finale produk te versoet.</p>
Sulphur dioxide gas/Swawel-dioksiedgas	Wine; alcoholic fruit beverage; grape-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank; spiritusbasisdrank	
Sunset Yellow C.I. 15985/ Sonsonderganggeel K.I. 15985	Grape-based liquor (excluding grape liquor); spirit-based liquor/Druifbasisdrank (uitgesonderd druifdrank); spiritusbasisdrank	The final product shall not contain more than 100 mg/l of this substance/Die finale produk mag nie meer as 100 mg/l van hierdie stof bevat nie.
Sweet reserve/Soetreserwe	Wine (excluding special late harvest wine and noble late harvest wine); grape-based liquor/Wyn (uitgesonderd spesiale laat-oeswyn en edel laat-oeswyn); druifbasisdrank	This substance shall, in the case of wines other than sparkling wines, only be added after completion or termination of alcoholic fermentation/Hierdie stof mag, in die geval van ander wyne as vonkelwyne, slegs na voltooiing of beëindiging van alkoholiese gisting bygevoeg word.
Tannin if it is not foreign wine/Tannien indien dit nie wynvreemd is nie	All types and classes/Alle tipes en klasse	

Tartaric acid/Wynsteensuur	Wine; alcoholic fruit beverage; grape-based liquor; spirit-based liquor/Wyn; alkoholiese vrugtedrank; druifbasisdrank	
Tiamine/Tiamien	Wine/Wyn	
Water/Water	Spirits; grape-based liquor; spiritbased liquor; alcoholic fruit beverage/Spiritualieë; druifbasisdrank; spiritusbasisdrank; alkoholiese vrugtedrank	
Wood/Hout	Wine; spirits (excluding grape spirit, cane spirit, gin, vodka, unspecified spirit and mixed spirit); spirit-based liquor; alcoholic apple and pear beverage/Wyn; spiritualieë (uitgesonderd druifspiritus, rietspiritus, jenewer, wodka, ongespesifiseerde spiritus en gemengde spiritus); spiritusbasisdrank; alkoholiese appel- en peerdrank	
Yeasts and yeast nutrients if it is not foreign to wine or primarily flavour contributive/ Giste en gisvoedingstowwe indien dit nie wynvreemd of primêr geurstofbydraend is nie	Wine; alcoholic fruit beverage/Wyn; alkoholiese vrugtedrank	

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID****No. R. 345****7 March 2003**

MANPOWER TRAINING ACT, 1981 READ WITH ITEM 4 OF SCHEDULE 2 OF THE SKILLS DEVELOPMENT ACT, 1998

**MEDIA ADVERTISING PUBLISHING PRINTING PACKAGING SECTOR EDUCATION AND TRAINING AUTHORITY  
(MAPPP-SETA)****AMENDMENT OF CONDITIONS OF PRINTING SUB SECTOR APPRENTICESHIP**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, acting in terms of section 13 of the Manpower Training Act, 1981, hereby amend, with effect from the date of publication of this notice, Government Notice No. R. 2399 of 4 October 1991, as amended by Government Notices Nos. R. 172 of 10 January 1992, R. 2834 of 9 October 1992, R. 436 of 19 March 1993, R. 1094 of 25 June 1993, R. 1961 of 16 October 1993, R. 2311 of 3 December 1994, R. 409 of 17 March 1995, R. 1936 of 22 December 1995, R. 2079 of 20 December 1996, R. 486 of 4 April 1997, R. 1502 of 14 November 1997, R. 1142 of 13 November 1998, R. 129 of 5 February 1999, R. 140 of 18 February 2000, R. 157 of 23 February 2001 and R. 156 of 15 February 2002 by the substitution of clause 3 (1) of the Conditions of Apprenticeship with regard to wages of the following clause:

- "3. (1) An employer, excluding Government, shall pay an apprentice weekly as specified below in accordance with the apprentice's completed phase of training, which is inclusive of a technical education component and a MAPPP-SETA controlled competence test:

Phase 1 and 2—R500,00 per week.

Phase 3—R560,00 per week.

Phase 4—R765,00 per week."

**M. M. S. MDLADLANA****Minister of Labour****No. R. 322****7 March 2003****LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION OF MAIN  
COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION 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 National Bargaining Council for the Clothing Manufacturing Industry, 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 10 March 2003, and for the period ending 30 June 2003.

**M. M. S. MDLADLANA****Minister of Labour****No. R. 322****7 Maart 2003****WET OP ARBEIDSVERHOUDINGE, 1995****NASIONALE BEDINGINGSRAAD VIR DIE KLERASIE VERVAARDIGINGSNYWERHEID: UITBREIDING VAN HOOF  
KOLLEKTIEWE OOREENKOMS VIR DIE WES-KAAP STREEK 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 Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid 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 10 Maart 2003, en vir die tydperk wat op 30 June 2003 eindig.

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

**Nota:** 'n Vertaling van die Afrikaanse Ooreenkoms is op aanvraag beskikbaar by die Bedingingsraad.



**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE  
CLOTHING MANUFACTURING INDUSTRY****KNITTING DIVISION COLLECTIVE AGREEMENT FOR THE WESTERN  
CAPE REGION**

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

**Cape Clothing Association**

(hereinafter referred to as the "employers" or the "employers' organisations"), 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 parties to the National Bargaining Council for the Clothing Manufacturing Industry.

**1: SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Knitting Division of the Clothing Industry -
  - (a) by the employers and the employees who are members of the employers' organisations and the trade union respectively;

- (b) in the Magisterial Districts of The Cape, Wynberg, Simon's Town, Goodwood and Bellville, including those portions of the Magisterial Districts of Wynberg, Simon's Town, Goodwood and Bellville that were used to create the Magisterial Districts of Mitchell's Plain on 2 March 1992, Somerset West, Strand, Malmesbury and George.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall -
  - (a) only apply in respect of employees for whom wages are prescribed in this Agreement;
  - (b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1(2)(b) of the Main Collective Agreement of the Council.
- (3) Clauses 1(1)(a), 2, 11(4)(b), 14(2), 15(1)(b)(ii), 19B, 23, 26(13)(a) to (13)(g)(v) inclusive, and 37(5)(b) and (d) 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 until 30 June 2003.

### 3: DEFINITIONS

Any 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 amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females and the singular shall include the plural and vice versa; further, unless inconsistent with the context:

**"Act"** means the Labour Relations Act, 1995;

**"boiler attendant"** means, an employee engaged in firing a boiler and maintaining the water level and steam pressure;

**"casual employee"** means an employee who is employed by an employer on not more than three days in any week and who is engaged in one or more of the following duties or capacities;

- (a) general gardening work;
- (b) loading or unloading;
- (c) clearing bush;
- (d) washing vehicles or windows;

**"clerk"** means an employee who is engaged in -

- (a) writing, typing and filing;
- (b) operating a calculating or a punch card machine;
- (c) any other form of clerical work;

and includes a cashier, despatch clerk, mannequin, storeman, telephone switchboard operator and work study clerk but does not include any

other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work;

**"Clothing Industry" or "Industry"**, which consists of the clothing, knitting and shirt sections, includes -

- (a) the making of all classes of men's and boys' tweed and linen hats and caps, and all classes of outer and undergarments (including knitted garments) for day or nightwear, including shirts, collars, ties, socks, scarves, cloth belts and part of garments, pyjamas and other nightwear; and
- (b) the making of all classes of garments, including quantity production tailoring made to the order of any Government Department or Provincial Administration, Transnet, or local authorities but does not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons; and
- (c) the making of ladies' and/or men's gloves;

**"Clothing Section"** means -

- (a) that section of the Clothing Industry in which are made all classes of men's and boys' tweed and linen hats and caps and all classes of outer and under garments;
- (b) the making of all classes of garments including quantity production tailoring made to the order of any Government Department or Provincial Administration, Transnet, or local authorities, but does not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats

and costumes or any other outer-garments made to the measurement of individual persons;

- (c) the making of ladies' and/or men's gloves;

**"Council"** means the National Bargaining Council for the Clothing Manufacturing Industry registered in terms of section 29 of the Labour Relations Act, 1995;

**"day worker"** means an employee who is not a shift worker;

**"dealer"** or **"general dealer"** means a person or persons holding a licence under item 3 of the First Schedule to the Registration and Licensing of Businesses Ordinance;

**"dependant"** means, for the purposes of the Cape Clothing Industry Health Care Fund, any of the following persons:

- (a) The declared spouse of the contributor living at the same address;
- (b) the unmarried children under the age of 18 of the contributor, including natural offspring, stepchildren or adopted children;
- (c) the unmarried children of the contributor, including natural offspring, stepchildren or adopted children, over the age of 18 but under the age of 25, who are at school or who are full-time students at a tertiary institution or who are physically or mentally disabled;

whose admittance to membership of the Fund is at the sole discretion of the Health Care Fund Management Committee;

**"despatch clerk"** means an employee who is responsible for the packing or the despatch of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages;

**"despatch packer"** means an employee engaged in making up parcels, cartons or bales in readiness for transport, delivery or posting;

**"establishment"** means any premises in or in connection with which one or more employees are employed in the Knitting Division;

**"experience"** means -

- (a) category (1) - in relation to clerks and factory clerks, the total period or periods of employment which such employees have had as clerks and factory clerks, as the case may be, irrespective of the trade in which such experience was gained;
- (b) category (2) - in relation to employees other than clerks, factory clerks, motor vehicle drivers, boiler attendants, despatch packers, travellers' drivers, watchmen or caretakers, labourers and general workers, the total period or periods of employment of employees in the Clothing Industry and/or Knitting Division in any capacity other than that of clerks, factory clerks, motor vehicle drivers, boiler attendants, despatch packers, travellers' drivers, watchmen or caretakers, labourers and general workers;
- (c) category (3) - in relation to supervisors, quality controllers and instructors, the total period or periods of employment which such employees have had in the Clothing Industry and/or Knitting Division as supervisors, quality controllers and instructors;



- (d) category (4) - in relation to pattern graders and pattern makers, the total period or periods of employment which such employees have had in the Clothing Industry and/or Knitting Division as pattern graders and pattern makers;

Provided that where any employee with less than one year's experience has not been re-employed in the Industry within a period of five years from the date on which he was last employed in the Industry, any experience gained shall be ignored for the purpose of calculating the minimum wage at which he may commence service;"

**"factory clerk"** means an employee who is engaged in one or more of the following duties or capacities;

- (a) Calculating piece-work or bonus payments from production schedules;
- (b) checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by another employee;
- (c) checking or recording for production control;
- (d) copying invoices or other documents by machine or hand;
- (e) issuing machine parts, tools, oil and other equipment from workshop store and/or recording same;
- (f) issuing material, lining, canvas, trimming, buttons, cotton and zips to the different departments of an establishment and/or recording same;

- (g) issuing trimming, lining, cotton and zips to employees of an establishment from a substore and/or recording same;
- (h) receiving into stock, goods, material, trimming, tools and other equipment and checking goods received against specifications of goods ordered such as quantity, size and quality;
- (i) recording particulars of materials or general stores consumed or to be consumed or keeping stock records;
- (j) recording particulars of waste;

Provided that a calculator may be used in carrying out one or more of the above duties;

**"football jersey cutter"** means an employee who is engaged in marking-in and/or cutting material for football jerseys with any power-driven cutting machine, knife or shears;

**"general worker"** means an employee engaged in one or more of the following duties or capacities:

- (a) Carrying, moving or stacking articles;
- (b) delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (c) folding and/or inserting mail, affixing post stamps or labels for posting;
- (d) making tea or similar beverages, snacks or sandwiches and washing cups, saucers and kitchen utensils;

- (e) marking, branding, stenciling or affixing labels on boxes, bales or other containers by hand;
- (f) opening or closing doors, unpacking boxes, packages, bales or other containers;
- (g) operating a duplicating and/or addressograph and/or franking machine;

**"Grade A employee"** means an employee engaged in one or more of the following duties or capacities:

- (a) **"batching machine operator"** means an employee who rolls fabric onto roller at correct tension in preparation for dyeing by high temperature pressure machine;
- (b) **"bonding machine operator"** means an employee who operates a bonding machine (bonding fabric by fusing two or more pieces of fabric);
- (c) **"colour weigher"** means an employee who prepares chemicals, colouring materials and dyes according to given formulae for subsequent use in various processes;
- (d) **"embossing machine operator"** means an employee who operates an embossing machine;
- (e) **"handyman"** means an employee who makes minor repairs or effects renovations to buildings, fixtures and fittings and who covers ironing and pressing machines or tables with any type of materials;

- (f) **"head warper"** means an employee who exercises control and supervision over two or more warpers;
- (g) **"machine knitter"** means an employee operating one or a set of knitting machines and capable of identifying faults, changing bad needles and making minor adjustments to such items as yarn tensions when necessary;
- (h) **"mechanic"** means an employee who is engaged in making repairs or adjustments to machinery or equipment used directly in the manufacture of products of an establishment;
- (i) **"presser"** means an employee engaged in the pressing of finished garments by machine, but excludes the ironing of garments;
- (j) **"stenter machine operator"** means an employee who operates a stenter machine (drying and setting of fabric);
- (k) **"warp knitter"** means an employee operating one or a set of warp knitting machines and capable of correcting faults, changing and/or straightening needles, filling bars, making minor adjustments and shall include a threader and needle fixer;
- (l) **"mercerizing machine operator"** means an employee who operates a mercerizing machine.

#### **Screen printing operations**

- (m) **"negative maker"** means an employee who prepares photographic negatives, separates colours in a design, paints onto clear film sheet in repeat with exact reference marks, as part of the preparation of screens for screen printing;

- (n) **"screen maker (engraver)"** means an employee who engraves and cures screens;
- (o) **"screen printer"** means an employee engaged in -
  - (i) carrying out checks for faults;
  - (ii) checking the base fabrics to ensure correct face and quality;
  - (iii) examining screens from wash bays to ensure that they are in a satisfactory condition;
  - (iv) operating a screen printing machine;
  - (v) positioning colour in correct sequence to ensure that colour combination matches the master feeler and colour card;
  - (vi) selecting squeegees to give the penetration and definition required for a quality print, bearing in mind the texture of the fabric;
  - (vii) setting up screens in sequence of colour to be printed on fabric;
  - (viii) squaring off and testing that screens fit according to master feeler;
  - (ix) supervising the handling of screens to and from wash bays;
  - (x) supervising the operations of the colour thrower;

- (p) **"transfer printing machine operator"** means an employee who operates a transfer printing machine in the process of transferring designs from paper to rolls of material and checks the rolls of material during the operation;

**"Grade B employee"** means an employee engaged in one or more of the following duties or capacities:

- (a) **"assistant batching machine operator"** means an employee who assists a batching machine operator;
- (b) **"assistant bonding machine operator"** means an employee who assists a bonding machine operator;
- (c) **"assistant colour weigher"** means an employee who assists a colour weigher;
- (d) **"assistant stenter machine operator"** means an employee who assists a stenter machine operator;
- (e) assistant to handyman;
- (f) **"assistant transfer printing machine operator"** means an employee who assists a transfer printing machine operator;
- (g) **"assistant warp knitter"** means an employee who watches fabric for flaws, feeds machines with yarn, removes fabric from machines, and can stop and start a machine, all under the general supervision of a knitter and shall include a threaderhand and doffer;
- (h) **"brusher"** means an employee who operates one or more raising or teasing machines;



- (i) **"chaser"** means an employee who searches and locates garments or orders in an establishment and who may organise orders through the establishment;
- (j) **"cook"** means an employee engaged in preparing meals and cooking;
- (k) **"design room assistant"** means an employee who assists employees in the design room in one or more of the following duties or capacities;
  - (i) Fetching, or taking patterns, garments, parts of garments, cotton, cloth or trimmings to and from the different departments in the establishment;
  - (ii) cutting out patterns after they have been marked out by pattern makers or pattern graders;
  - (iii) stamping identification details such as size, style and season on cut out patterns;
- (l) **"dry-cleaning machine operator"** means an employee who operates a dry-cleaning machine;
- (m) **"dye-house machine operator"** means an employee who operates a dye-house machine;
- (n) **"embroidery machinist"** means an employee who operates an embroidery machine and who threads up, adjusts tension, checks and/or examines work under needles;
- (o) embroidering and/or beading by hand;

- (p) **"fabric inspector"** means an employee who measures fabric and operates an inspection machine;
- (q) **"factory shop assistant"** means an employee who serves and assists customers and who may select, wrap and receive payment for goods sold;
- (r) **"ironer"** means an employee engaged in ironing and folding garments;
- (s) **"knitter's assistant"** means an employee who brings yarn to and from the machines, removes fabric from the machines, unloads and reloads yarn onto the machine and can stop and start a machine, all under the general supervision of a knitter;
- (t) **"knitting machine hand operator"** means an employee who operates a hand operated knitting machine;
- (u) **"knitting shaper"** means an employee who cuts semi-fashioned garments (body or sleeve blanks) individually or collectively;
- (v) **"laboratory assistant"** means an employee who prepares samples and who make initial and routine tests and record the results thereof;
- (w) **"linker"** means an employee engaged in operating a linking machine;
- (x) **"machinist"** means an employee who performs by sewing machine any operation in the making of clothing;

- (y) **"mender"** means an employee who examines knitted garments, other than berets, for defects and rectifies such defects;
- (z) **"order checker"** means an employee who checks assembled orders;
- (aA) **"padder machine operator"** means an employee who operates a padding machine (finishing fabric-hardening or softening by addition of chemicals);
- (aB) **"passer"** means an employee who examines the finished off garment or parts thereof for flaws and faults;
- (aC) **"re-cutter"** means an employee engaged in cutting of repairs and/or replacements, including time spent in searching for and matching up cloth;
- (aD) **"ringer"** means an employee who places a ring into a beret preparatory to drying in a steam box;
- (aE) **"seamer"** means an employee engaged in joining material by means of a seaming machine;
- (aF) **"shearer"** means an employee shearing away the teased fibre to give a velvet or felt finish to a beret or to a continuous length of fabric;
- (aG) **"shrinking press operator"** means an employee who operates a shrinking press;
- (aH) sorting, mass-measuring, marking, stacking bales of fabric or knitting yarn, all under the general supervision of a clerical employee;

(aI) **"tumbling machine operator"** means an employee who operates a tumbling machine;

(aJ) **"assistant mercerizing machine operator"** means an employee who assists a mercerizing machine operator;

### **Screen printing operations**

(aK) **"assistant screen maker (engraver)"** means an employee who assists a screen maker (engraver);

(aL) **"assistant screen printer"** means an employee who assists a screen printer, and who may screen print by hand;

(aM) **"dark room assistant"** means an employee who makes photographic positives of clear sheets of design colours and masks positives for repeat;

(aN) **"mixing and filtering operator"** means an employee engaged in-

- (I) cleaning and preparing drums returned from printing machines;
- (ii) cleaning mixing equipment;
- (iii) ensuring thorough mixing and blending of dyes and auxiliaries;
- (iv) filtering mixed dyes;
- (v) handling drums from mixers to filter machines;
- (vi) operating a high speed stirrer;
- (vii) operating a tub washer;
- (viii) removing solid or foreign articles from print paste;
- (ix) supplying clean drums to colour weighers;
- (x) transferring identifying labels to drums of dye;

- (aO) **"oven and curing operator"** means an employee engaged in drying and curing parts of garments after the printing operation;
- (aP) **"screen controller"** means an employee engaged in -
- (i) applying masking tape set for automatic printing machines;
  - (ii) checking for faults and rectifying same;
  - (iii) clearing blockages by means of a high pressure gun;
  - (iv) painting in any open motif pinholes;
  - (v) painting in masking and making trial print proof;
  - (vi) placing screens in the rack ready for use;
  - (vii) putting end rings into rotary screens;
  - (viii) retouching screens;
- (aQ) **"screen preparer"** means an employee engaged in -
- (i) coating screens;
  - (ii) fitting gauze to frames;
  - (iii) operating a stretching machine;
  - (iv) placing screens in conditioning chamber;
  - (v) preparing and checking screen frames;
  - (vi) removing grease from screens;
- (aR) **"squeegee preparer"** means an employee who makes and prepares squeegees;
- (aS) **"steamer operator"** means an employee engaged in -
- (i) preparing fabric ready for fixation;
  - (ii) carrying out checks to establish the fixation of dyes;
  - (iii) controlling fabric flow through steamer;
  - (vi) operating a steamer;

and shall include an employee not elsewhere specified in this Agreement;

**"Grade C employee"** means an employee engaged in one or more of the following duties or capacities:

- (a) Bar filler;
- (b) bar transferer;
- (c) **"bias binding cutter"** means an employee engaged in cutting bias binding;
- (d) **"bobbin-winder"** means an employee engaged in winding bobbins;
- (e) **"box assembler"** means an employee engaged in folding cardboard into containers for garments;
- (f) **"button coverer"** means an employee engaged in covering buttons by hand or machine;
- (g) **"cleaner"** means an employee engaged in cutting or trimming off loose ends of cotton or cloth left on garments or parts of garments by previous operators;
- (h) draw-thread operator;
- (i) drawn-thread mender;
- (j) **"fabric slitter"** means an employee engaged in slitting open continuous lengths of fabric on a pre-determined line;



- (k) **"folder"** means an employee engaged in folding and/or buttoning up garments;
- (l) **"folding machine operator"** means an employee who operates a folding machine;
- (m) forming (including boarding, calendaring and setting);
- (m) hand sewer;
- (o) **"label printer"** means an employee engaged in printing or writing labels;
- (p) **"line feeder"** means an employee engaged in feeding and/or collecting work, garments, parts of garments, cotton, trimmings, cartons, boxes and labels on the line or in a department of an establishment;
- (q) **"make-up sorter"** means an employee who moves semi-processed cloth from one point to another and joins cloth together to dyelots;
- (r) **"marker"** means an employee engaged in marking the position of pockets, flaps, vents, buttons or button holes;
- (s) mending berets, i.e. darning holes in berets;
- (t) **"packer"** means an employee engaged in -
  - (i) attaching belts to garments;

- (ii) assembling garments into bundles or orders prior to their being sent to the despatch department;
- (iii) attaching swing or identification tickets to garments;
- (iv) bagging garments;
- (v) packing garments into boxes or other suitable wrapping;
- (vi) sorting garments;
- (u) **"parts examiner"** means an employee engaged in examining cut and/or uncut parts of lays;
- (v) re-ironing ribbons and light pressing of bulky knits;
- (w) **"sloper"** means an employee engaged in marking and trimming the shape of necks of garments;
- (x) sock trimmer;
- (y) **"sorter"** means an employee engaged in -
  - (i) sorting and bagging dye-lots prior to dying;
  - (ii) sorting out for various operations;but excluding sorting parts from the cut lay;
- (z) **"spotter"** means an employee who removes spots and stains;
- (aA) **"stamper"** means an employee stamping sizes and/or identifying work numbers on garments or parts of garments;

- (aB) **"swatch cutter"** means an employee engaged in cutting travellers' swatches;
- (aC) **"ticket sewer"** means an employee engaged in stitching tickets on garments by machine;
- (aD) toe-closing by machine;
- (aE) **"transferer"** means an employee engaged in transferring or stencilling garments, parts of garments or panels by hand or machine;
- (aF) **"turner"** means an employee engaged in turning garments or parts of garments;
- (aG) **"warper"** means an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam;
- (aH) wax-ring maker;
- (aI) **"winder"** means an employee engaged in operating a yarn winding machine;
- (aJ) zip machine operator;
- (aK) glueing cover over hat band after joining by means of thermal glue gun;
- (aL) glueing hat band on to hat by means of thermal glue gun;
- (aM) glueing pompons on to caps by means of thermal glue gun;

(aN) **"fringe threader"** means an employee threading and knotting strands of thread into ends of scarves and trimming the fringe after threading;

(aO) **"fuser"** means an employee who fuses motifs onto garments'

**"hourly rate" or "hourly wage"** means the weekly wage prescribed in clause 4(1) read with clause 4(10), divided by -

60 in the case of a watchman or caretaker;

46 in the case of a boiler attendant;

42½ in the case of all other employees;

**"incapacity"** means the inability to work owing to any sickness or injury of an employee, other than sickness or injury caused by the employee's own misconduct: Provided that any such inability to work caused by an accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), shall be regarded as incapacity only during any period in respect of which no disablement payment is payable in terms of that Act;

**"instructor"** means an employee who is responsible for training employees in any establishment or who in any manner whatsoever assists an employer in or about a factory in carrying out training programmes to improve the productivity of his employees;

**"Knitting Division"** means that Division of the knitting section in which employers and employees are associated for the knitting of garments and shall include -

(i) the making up of fully-fashioned garments;

- (ii) the making up of semi-fashioned garments;
- (iii) the making up of men's, ladies' and children's socks, but shall exclude the making up of knitted garments from uniform width knitted fabric in the piece;

**"Knitting Section"** means that section in which employers and employees are associated for the knitting of hosiery and/or garments knitted on circular, flat or full-fashioned machinery, and shall include the making up of garments from knitted fabric in the establishment in which the said fabric was knitted;

**"labourer"** means an employee engaged in one or more of the following duties or capacities;

- (a) Binding, wiring or strapping boxes or bales or other containers;
- (b) cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;
- (c) fitting and mending machine belts; cleaning, oiling and greasing machines; moving tools, equipment and machines; changing needles; cleaning cotton and/or cloth from underneath throat plate;
- (d) general gardening work;
- (e) loading or unloading vehicles, trailers or international standard containers;

**"layer-up"** means an employee engaged in laying up material and may include slitting the ends and sides and/or who sorts parts from the cut lay;

**"learner"** means an employee whose period or periods of employment do not entitle him to be paid the wage specified in this Agreement for a qualified employee of his class;

**"main collective agreement"** means the Main Collective Agreement for the Western Cape Region of the Council which prescribes wages for employees employed in the Industry, other than in the Magisterial Districts of George and Worcester and those employed in the Knitting Division;

**"monthly wage"** means the weekly wage multiplied by four and one third;

**"motor vehicle driver"** means an employee engaged in driving a motor vehicle, scooter or fork lift, and for the purposes of this definition;

**"driving a motor vehicle"** includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

**"patent machine"** means a button, buttonhole, padding or felling machine;

**"paternity"** means any event connected to the birth or adoption of a child parented by an eligible employee;

**"pattern grader"** means an employee who grades patterns to various sizes and makes ancillary patterns to a master pattern and includes an employee engaged in making master patterns for pleating process;

**"pattern maker"** means an employee engaged in designing and/or making master patterns;

**"piece-work"** means any system by which earnings are calculated upon the quantity or output of work performed;



**"qualified"** means that an employee has completed his learnership in terms of this Agreement;

**"quality controller"** means an employee, other than a passer, who carries responsibility for quality control in a factory or any department of a factory, i.e. ensuring that the quality of any garment or part of any garment, whether in a finished or unfinished state, meets the standard of quality determined by the employer;

**"Regional Chamber"**, for purposes of this Agreement, means the Cape Chamber (Western Cape Sub-Regional Chamber) of the Council;

**"set leader"** means an employee who is responsible for the work executed by the employees composing a set or team under his charge and who takes an active part in the operation of a set;

**"set of workers"** (sometimes referred to as a "set") means a team of employees numbering three or more, engaged in performing sectional operations in the making up of garments, usually under the direction of a leader;

**"shift worker"** means an employee who works shifts in or in connection with an activity with respect to which work is performed in two or more shifts per day;

**"shop steward"** means an employee at any establishment who has been duly elected as a shop steward in terms of the constitution of the trade union and who has been recognised by the employer as a shop steward;

**"short-time"** means a temporary reduction in the number of ordinary weekly hours of work in an establishment due to slackness of work or other exigencies of trade;

**"storeman"** means an employee in general charge of stores and/or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or a warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

**"supervisor"** means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to the care of such employee in a factory or a department of a factory;

**"task-work"** means the setting by an employer (or his representative) to an employee of a stated number of garments or parts of garments to be completed by such employee within a specified time;

**"trade union funds"** includes, without limiting the generality of its meaning, trade union subscriptions and levies;

**"traveller's driver"** means an employee accompanying the traveller on his journey and assisting the traveller in driving and in packing, unpacking and displaying samples;

**"unladen mass"** means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue license in respect of motor vehicles: Provided that in the case of two or three-wheeled motor cycle, motor scooter or auto-cycle or a cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 1 360 kg;

**"wage"** means the amount of money paid to an employee in terms of clause 4(1), read with clause 4(10), in respect of his ordinary hours of work as specified in Clause 9:

Provided that -

- (i) if an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that specified in clause 4(1), read with clause 4(9), it means such higher amount;
- (ii) the first proviso shall not be construed so as to refer to, or include, such remuneration which an employee who is employed on any basis provided for in clause 7 received over and above the amount which he would have received had he not been employed on such basis;

**"watchman or caretaker"** means an employee engaged in guarding premises, buildings or other property;

In classifying an employee for the purposes of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

#### 4: WAGES

- (1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees, employed at Garment Knitting Establishments, shall be as follows:

		Wage per week R c
<b>Part A - Cutting Department</b>		
Pattern Maker:		
(a)	Qualified	874.00
(b)	Learner	

			Wage per week R c
		First year	
		First six months of experience	489.50
		Second six months of experience	540.50
		Second year	
		First six months of experience	591.50
		Second six months of experience	646.00
		Third year	
		First six months of experience	704.50
		Second six months of experience	760.50
		Thereafter, the wage specified in (a), i.e.	874.00
Pattern Grader			
	(a)	Qualified	705.50
	(b)	Learner	
		First year	
		First six months of experience	461.00
		Second six months of experience	489.50
		Second year	
		First six months of experience	519.50
		Second six months of experience	555.50
		Third year	
		First six months of experience	591.50
		Second six months of experience	630.00
		Thereafter, the wage specified in (a), i.e.	705.50
Football Jersey Cutter			
	(a)	Qualified	490.50
	(b)	Learner	
		First year	

			Wage per week R c
		First six months of experience	368.50
		Second six months of experience	390.00
		Second year	
		First six months of experience	410.50
		Second six months of experience	432.50
		Third year	
		First six months of experience	453.50
		Thereafter, the wage specified in (a), i.e.	490.50
Layer-up			
	(a)	Qualified	423.00
	(b)	Learner	
		First year	
		First six months of experience	356.00
		Second six months of experience	368.50
		Second year	
		First six months of experience	385.00
		Thereafter, the wage specified in (a), i.e.	423.00
<b>Part B - Factory Operatives</b>			
Grade A employee:			
	(a)	Qualified	540.50
	(b)	Learner	
		First year	
		First six months of experience	380.50
		Second six months of experience	409.50
		Second year	
		First six months of experience	438.00

			Wage per week R c
		Second six months of experience	461.00
		Third year	
		First six months of experience	490.50
		Thereafter, the wage specified in (a), i.e.	540.50
Grade B employee:			
	(a)	Qualified	462.00
	(b)	Learner	
		First year	
		First six months of experience	374.50
		Second six months of experience	394.50
		Second year	
		First six months of experience	414.50
		Thereafter, the wage specified in (a), i.e.	462.00
	(c)	If advanced to Grade A employee:	
		First six months from date of advancement	462.00
		Second six months from date of advancement	475.50
		Third six months from date of advancement	490.50
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	540.50
Grade C employee:			
	(a)	Qualified	409.50
	(b)	Learner	
		First year	
		First six months of experience	367.50
		Second six months of experience	378.00
		Thereafter, the wage specified in (a), i.e.	409.50
	(c)	If advanced to Grade B employee:	



			Wage per week R c
		First six months from date of advancement	409.50
		Second six months from date of advancement	414.50
		Thereafter, the wage specified for a qualified Grade B employee, i.e.	462.00
<b>Part C - Clerical employees</b>			
Clerk			
	(a)	Qualified	596.00
	(b)	Learner	
		First year	439.00
		Second year	477.00
		Third year	
		First six months of experience	521.50
		Thereafter, the wage specified in (a), i.e.	596.00
Factory Clerk			
	(a)	Qualified	447.00
	(b)	Learner	
		First year	356.00
		Second year	379.50
		Third year	
		First six months of experience	409.50
		Thereafter, the wage specified in (a), i.e.	447.00
<b>Part D - General</b>			
Boiler attendant			424.50

		Wage per week R c
Despatch packer		438.00
General Worker		409.50
Labourer		414.50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle -		
(a)	does not exceed 1 360 kg	438.00
(b)	exceeds 1 360 but not 2 720 kg	457.00
(c)	exceeds 2 720 kg	519.50
Supervisor, quality controller and instructor		555.50
Traveller's driver		455.00
Watchman or caretaker, whose ordinary hours of work are -		
(a)	less than 60 hours per week	473.50
(b)	60 hours per week	496.50

- (2) **Set Leaders:** In addition to the wages computed in terms of subclause (1), any employee when called upon to perform the duties of a set leader shall receive and be paid an additional R4 per week whilst so employed.
- (3) **Basis of Contract:** For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (5) and subclause (9) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 9, or less, and subject to the

provisions of clause 30, each contract of service shall be deemed to have been continuous from the time the employee entered the employer's service until the time such service is legally terminated.

(4) **Incremental Dates:** An employer shall pay increases due to his employees during each calendar year on the following basis:

(a) All employees who qualify for an increase during the period 1 January to 31 March of the calendar year shall be granted such increases with effect from the pay-week in which 15 February of such year falls. When an employee is not in employment during the said pay-week he shall become entitled to the increase with effect from the date he is employed.

(b) Likewise and in the same manner all increases which become due during the periods 1 April to 30 June, 1 July to 30 September and 1 October to 31 December of each calendar year shall be granted to employees with effect from the pay-week in which 15 May, 15 August, and 15 November fall within the respective periods.

(c) In calculating whether an employee qualifies for an increment, all periods of absence from work shall be counted, except any absence without pay for a continuous period in excess of four consecutive pay weeks and in respect whereof full particulars of the name of the employee and the period of absence have been advised to the Regional Chamber within 14 days of the employee's resuming work.

(5) **Differential rates:** An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either-

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class:

is prescribed in subclause (1), shall pay such employee in respect of that day-

- (i) in the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate: and
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the basis of the highest weekly wage prescribed in subclause (1) for the higher class:

Provided that where the difference between classes is, in terms of subclause (1), based on experience, the provisions of this subclause shall not apply.

- (6) **Shift Allowance:** In addition to the wage specified in subclause (1), read with subclause (9), a shift worker shall, in respect of his shift hours worked in any week, be paid an additional 12½% on such wage.
- (7) In an establishment where a supervisor is not employed any employee (other than a set leader) who is responsible for the work performed by other employees, shall be entitled to and be paid not less than the wage prescribed for a supervisor in subclause (1) read with subclause (9).
- (8) **Casual employee:** A casual employee shall be paid in respect of every day or part of a day of employment not less than one fifth of the weekly wage prescribed for a labourer in subclause (1) read with subclause (9).

- (9) **Annual Bonus:** Each employee shall be paid an annual bonus on the day of his employer's annual closure in December of each year, equivalent to 1,5% of his annual basic prescribed wage (excluding overtime earnings and production bonuses) calculated from 1 January to 31 December. A pro rata share thereof shall be paid to an employee who leaves employment before 31 December.

The bonus is inclusive of and not additional to any annual bonus paid by an employer and a shop steward may not be prejudiced in respect of annual bonus earnings for time off authorised by his employer, in attending to union business.

- (10) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the agreement published under Government Notice R.112 of 9 February 2001, and the wage prescribed in this Agreement for the class of work in which he is engaged: Provided that this sub-clause shall not apply to an employee who, by virtue of the operation of clause 1(2)(b), previously fell outside the provisions of the Agreement published under Government Notice R.112 of 9 February 2001.

- (11) **Transitional provision following the 2002 negotiations:** In addition to the wage that an employee is entitled to in terms of this Agreement, he shall be entitled to receive, by not later than six weeks from the date from which the Minister declares the Agreement binding by publication in the Government Gazette (hereinafter referred to as "implementation date") and in equal weekly instalments, an amount equal to the difference between the remuneration paid to him calculated from 1 July 2002 until the implementation date and the remuneration based on his

wage, as specified in this agreement, calculated from 1 July 2002 until the implementation date.

- (12) **2001 Allowance:** In addition to the wage specified in sub-clause (1), each employee for whom wages are prescribed in this Agreement, shall be paid an allowance equal to 1,28% of the wage prescribed in the Agreement published under Government Notice No R.112 of 9 February 2001 plus an amount of 20 cents: Provided that this sub-clause shall not apply to an employee who, by virtue of the operation of clause 1(2)(b), previously fell outside the provisions of the Agreement published under Government Notice No R.112 of 9 February 2001 and provided further that in the event of an employee who has been exempted from contributing to the Cape Clothing Industry Provident Fund, this allowance will be reduced to an amount of 20 cents i.e. discarding the 1,28% portion thereof.

## 5: PAYMENT OF WAGES

- (1) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to or to which any employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer. The provisions of this subclause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

For the purposes hereof, 'Agreement' shall include any amendment thereto.

- (2) (a) The wages due to an employee, other than a shift worker or a casual employee, shall be paid in cash each Friday during working hours,



but not later than 17h30, at the place and time specified in the notice posted up in the establishment.

Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay-day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

In the case of a shift worker the wages due to an employee shall be paid at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment, but not later than twenty-four hours after the usual pay day.

- (b) Employees engaged upon a monthly basis shall be paid not later than the last day in each calendar month, or on the termination of employment if this should take place before the ordinary pay-day of the employee.
  - (c) Where the contract of employment is terminated on any working day other than the ordinary pay-day in the establishment, all wages or other moneys due to the employee shall be paid immediately upon termination of employment, and where this is not done the employee shall also be entitled to his normal wages for any period up to the time at which payment is made.
  - (d) A casual employee shall be paid in cash for each day worked not later than the usual closing time of the establishment.
- (3) **Wage envelopes:** Any wages must be handed to employees in sealed envelopes which bear the name of the employee, his factory number, the name of the employer, the number of hours worked by the employee, his prescribed weekly wage rate, deductions made in terms of subclause (4)

and clause 12 (i.e. short-time), and the period in respect of which payment is made.

- (4) No deductions of any description, other than the following, shall be made from the amount due to an employee:
- (a) except where otherwise provided in this Agreement, whenever an employee is absent from work and such absence is not at the request or on the instructions of his employer, a pro rata deduction for actual time lost;
  - (b) with the written consent of the employee, deductions for savings and/or holiday funds: Provided that the commencement or continuance of a savings and/or holiday fund is subject to the approval of the Regional Chamber, after the employer has agreed to deposit such moneys deducted from his employee's wages in a trust fund under the supervision of the Regional Chamber;
  - (c) levies in terms of clause 22, Health Care Fund contributions in terms of clause 26 of this Agreement, and provident fund contributions in terms of clause 6 of the Provident Fund Agreement;
  - (d) any amount paid by an employer compelled by law, ordinance or legal process to make payment on behalf of an employee;
  - (e) where scissors have been provided by an employer to his employee, a weekly installment not exceeding R2,00 may be deducted until the cost incurred by the employer has been repaid, but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid;

- (f) deductions in respect of tea (or other beverage) in terms of clause 13 of this Agreement;
- (g) where no work is available to an employee on account of breakdown of machinery or other cause beyond the control of the management, the employer may make a pro rata deduction for any time lost in excess of two hours;
- (h) deductions for contributions to trade union funds;
- (i) deductions for cash advanced against wages;
- (j) deductions in respect of repayments on housing loans provided for in clause 8 (4) of the Provident Fund Agreement of the Regional Chamber;
- (k) where overalls have been provided by an employer to his employee at his request, a weekly installment not exceeding R2,00 may be deducted until the cost thereof has been repaid, but in the event of the employee leaving or absconding before the full cost of an overall has been paid, the outstanding amount may be deducted from his wages;
- (l) deductions for contributions to pension funds approved by the Registrar of Pension Funds;
- (m) deductions in respect of payments to local authorities for housing loans, rentals and rates;
- (n) deductions from the wages of monthly-paid employees in respect of life insurance premiums;
- (o) deductions in respect of clipcards for bus or train travel.

- (5) Employers who supply their employees with goods of any kind whatsoever, shall not deduct the amounts owing thereon from the wage of such employees. Wages must at all times be paid in full except as is provided for in subclause (4) and clause 12 and no deduction shall be made in respect of goods that may have been accidentally spoilt during the manufacturing process.
- (6) Where work of any nature whatsoever is performed in an establishment by employees organised in sets or teams, each individual employee in the said sets or teams shall be paid his wage by the employer or his representative in the establishment where the work is performed.
- (7) No employer shall charge, nor shall he accept, any premium, monetary or other compensation for the training of an employee: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.
- (8) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, storm or flooding, an employer shall pay all employees affected thereby wages up to a maximum of two weeks: Provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 18 of this Agreement; Provided further that where work in a part or the whole of the establishment is resumed within two weeks from the date on which work was so ceased or interrupted, the payment due shall be only in respect of the actual time lost by the employees affected.

The provisions of this subclause shall also apply to any employee who as at the date of such fire, storm or flood is employed on trial in terms of clause 18 (8) of this Agreement.

- (9) Subclause (8) shall not apply to a casual employee.

## **6: TIME RECORDS**

- (1) Every employer shall provide, to the satisfaction of the Regional Chamber, a semi-automatic time recording clock or other recording system and shall establish beyond reasonable doubt the actual time each individual employee has attended at the establishment.
- (2) Every employee shall, unless prevented by sickness or other unavoidable cause, register day by day the actual periods of his attendance at the establishment.
- (3) Every employee shall register in person, in accordance with the method employed in the establishment, and no employee may register for any other employee in such establishment.
- (4) All time cards or other types of records shall, in accordance with the requirements of section 205(1) and (2) of the Act, be kept for a period of three years subsequent to the date of the record and on request shall be available for inspection by the designated agent of the Council or Regional Chamber.

## **7: WAGE INCENTIVES, PIECE-WORK AND TASK-WORK**

- (1) Task-work is prohibited and employees who are required to produce a given number of units of production shall be placed under a piece-work or incentive system as provided for in this clause.

- (2) No employer shall employ any employee on piece-work or any other form of wage incentive except in accordance with the following conditions:
- (a) No employee shall be paid in any week less than the minimum wage to which he would have been entitled in terms of clause 4 of this Agreement if he had been employed purely as a time-worker.
  - (b) The Regional Secretary of the Regional Chamber must within seven days of the introduction of any piece-work or other form of wage incentive be notified of the introduction thereof.
  - (c) A schedule of the piece-work rates and, in the case of any other form of wage incentive, a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed in situ by a designated agent of the Council or Regional Chamber.
  - (d) The employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a works committee of two (or such additional numbers as may be agreed to by the employer) and in the event of a works committee being appointed, full details of the actual operation of the scheme shall be made available to the committee.
  - (e) Full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer, and where any changes are effected the record of the previous system must be retained for a period of one year after such change.

- (f) No details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any), and in the event of any dispute arising, the matter shall be referred to the Regional Chamber: Provided that this shall not apply to any changes effected during the trial period of three months after the coming into operation of the scheme.

Piece-work rates shall not be reduced without the consent of the Regional Chamber.

- (g) No wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the Regional Chamber.

## **8: PROPORTION OR RATIO OF EMPLOYEES**

- (1) Knitters - An employer shall not employ an unqualified knitter unless he has in his employ a qualified knitter and for each qualified knitter not more than three unqualified knitters shall be employed.
- (2) For the purposes of subclause (1), an employer who is wholly or mainly engaged in the work of a knitter may be deemed to be a qualified knitter: Provided that an employer may not be so deemed in more than one establishment.



## **9: ORDINARY HOURS OF WORK, MEAL INTERVALS AND REST INTERVALS**

(1) **Ordinary hours of work:** An employer shall not require or permit an employee to work more ordinary hours than -

(a) in the case of an employee, other than a shift worker, boiler attendant, casual employee and watchman or caretaker -

(i) 42½ hours, excluding meal intervals, but including rest intervals, in any week from Monday to Friday, inclusive;

(ii) eight and a half hours on any day between 07h30 and 18h00;

(b) in the case of shift worker -

(i) 42½ hours, excluding meal intervals, but including rest intervals, in any week from Sunday to Saturday, inclusive;

(ii) nine hours on any day where two shifts are employed daily and eight hours on any day where three shifts are employed daily;

Provided that an employer may make mutual arrangements with his shift workers to work 42½ hours on night shift, excluding meal intervals but including rest intervals, in any week from Monday to Thursday (four-day week);

(c) in the case of a boiler attendant, the weekly hours may be 46 and the daily hours nine and a quarter;

- (d) in the case of a watchman or caretaker, the weekly hours may be 60 and the daily hours 12 (five-day week) or 10 (six-day week);
  - (e) in the case of casual employees, the weekly hours may be 25½ and the daily hours 8½;
- (2) **Hours of work to be consecutive:** All working hours in any day shall, except for meal intervals and rest intervals as provided for in this clause, be consecutive;
- (3) **Rest intervals:** An employer shall grant to each of his employees a rest interval of not less than -
- (a) 15 minutes as near as practicable to the middle of each morning work period;
  - (b) 10 minutes as near as practicable to the middle of each afternoon work period;

during which such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work: Provided that this clause shall not apply to a traveller's driver, a motor vehicle driver, a watchman or caretaker, or an employee engaged in delivery goods or messages outside the establishment of his employer: Provided further, that where three shifts are employed daily in any establishment, such rest intervals need not be granted to a shift worker, provided he is supplied free of charge with one cup of tea as near as practicable to the middle of each shift, such tea to be taken while at his post.

- (4) **Meal intervals:** An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not

less than one hour during which interval such employee shall not be required or permitted to perform any work: Provided that -

- (i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
  - (ii) if such interval be for longer than one hour, the period in excess of one hour shall be deemed to be hours of work;
  - (iii) where two or three shifts are employed daily in any establishment, a shift worker shall be granted two meal intervals of not less than 15 minutes per shift or one meal interval of not less than 30 minutes per shift during which intervals such employee shall not be required or permitted to perform any work.
  - (iv) an employer may conclude an agreement with his employees, other than shift workers, to shorten such employees' meal intervals to not less than 30 minutes daily;
- (5) **Savings:** The provisions of this clause shall not apply to travellers' drivers and watchmen or caretakers: Provided that, in the case of a watchman or caretaker, he shall not be required or permitted to work for more than six days consecutively without being granted a day off duty on full pay: Provided further, that the employer may, in lieu of granting his watchman or caretaker any such day off, pay the employee concerned the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted. The provisions of subclauses (2), (3) and (4) shall not apply to an employee engaged on emergency work or in the overhauling and repair of machinery which cannot be performed during the ordinary working hours.

## 10: OVERTIME

- (1) **Overtime:** All time worked by employees other than shift workers-
- (a) in excess of the ordinary daily hours specified in clause 9(1); or
  - (b) before 07:30 and after 18:00 from Monday to Friday, except in the case of boiler attendants, watchmen, caretakers, canteen employees or employees engaged in cleaning premises;
- shall be deemed to be overtime.
- (c) **Shift workers:** All time worked by shift workers in excess of the ordinary daily or weekly hours specified in Clause 9(1)(b) shall be deemed to be overtime.
- (2) **Limitation of overtime -**
- (a) **Weekly and daily limits:** No employer shall require or permit an employee to work overtime for more than -
    - (i) 10 hours in any week;
    - (ii) three hours on any day.
  - (b) **Notice of working of overtime to be given to employees:** No overtime in excess of one hour in any day may be required or permitted of an employee unless the employer -
    - (i) has given notice thereof to such employee the previous day; or

- (ii) provides such employee with an adequate meal before he has to commence overtime; or
    - (iii) pays such employee an allowance of R5.00 to enable the employee to obtain a meal before the overtime is due to commence.
  - (c) Overtime shall be voluntary.
  - (d) Before overtime is commenced on any day (Monday to Friday), the employer shall grant his employees a 10 minute paid meal interval (regarded as part of the overtime hours) or an unpaid meal interval of 30 minutes duration, depending on the wishes of the majority of the employees concerned.
  - (e) An employee shall not be required to work overtime without his consent and an employee shall not be dismissed by reason of his refusal to work overtime.
- (3) An employee shall be deemed to be working in the employment of an employer in addition to any period during which he is actually working -
- (a) during any period during which, in accordance with the requirements of his employer, he is present upon or in any premises in which the Industry is being carried on;
  - (b) during any period during which he is present on or in any such premises; and
  - (c) during any period during which he is in charge of any vehicle used in the Industry, whether or not it is being driven: Provided that if it is proved that during any portion of any such period as is referred to in paragraph (b) or (c) any such employee did not actually work

in his employment, the presumption established by this subclause shall not apply in respect of that employee in relation to that period.

- (4) Overtime accrues daily and shall be reckoned as time worked outside of the ordinary working hours as specified in Clause 9. All overtime of a lesser period than 15 minutes shall be paid for as a quarter of an hour overtime.
- (5) **Day of rest:** An employer shall grant to each of his shift workers one full day of rest in any week: Provided that if an employer requires or permits such an employee to work on his day of rest, the hours so worked shall be deemed not to be part of the ordinary hours of work specified in clause 9 (1) (b);
- (6) Overtime shall apply to all employees in an establishment except travellers' drivers.

#### **11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS**

- (1) **Overtime:** An employer shall pay his employee in respect of all overtime worked by him not less than -
  - (a) in the case of an employee other than a boiler attendant, watchman or caretaker and casual employee, one and a half times his wage divided by 42½ for each hour or part of an hour so worked;
  - (b) in the case of a boiler attendant, one and a half times his wage, divided by 46, for each hour or part of an hour so worked;

- (c) in the case of a watchman or caretaker, one and a half times his wage, divided by 60, for each hour or part of an hour so worked;
  - (d) in the case of a casual employee, one and a half times his daily wage, divided by  $8\frac{1}{2}$ , for each hour or part of an hour so worked.
- (2) **Saturday work:**
- (a) No work shall be performed on any Saturday without the prior permission of the Regional Chamber which may impose such conditions as it may deem fit;
  - (b) Subject to subclause (c) hereof, any time worked on a Saturday shall be deemed to be overtime and be paid for as follows:
    - (i) all work performed in excess of 4,25 hours or after 12:00 at a rate of double an employee's hourly wage for every hour or part of an hour so worked;
    - (ii) all other work in accordance with sub-clause (1).
  - (c) Where an employee is required or permitted to work on a Saturday, his employer shall pay the employee concerned a travelling allowance of not less than R1.75.

The provisions of this subclause shall not apply to shift workers;

- (3) **Sunday work:** No work shall be performed on a Sunday without the permission of the Regional Chamber, and whenever an employee, other than a shift worker, is required or permitted to work on a Sunday, his employer shall either -
- (a) pay the employee -



- (i) if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week-day; or
  - (ii) if he so works for a period exceeding four hours, wages at a rate of not less than double his ordinary rate of pay, in respect of the total period worked on such Sunday, or the wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay the employee not less than one and a half times his ordinary hourly wage in respect of each hour worked on such Sunday and grant him within seven days of such Sunday, one work-day, i.e. a day other than a Saturday or Sunday, as a holiday, and pay him in respect thereof not less than eight and a half hours remuneration: Provided that for the purposes of this subclause, a piece worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

**(4) Public holidays:**

- (a) An employee, other than a casual employee, shall be entitled to leave on full pay in respect of the following public holidays, and where he is required or permitted to work on such holiday he shall be paid, in addition to his normal wage in respect of such holiday, wages at straight time in respect of the hours so worked:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day,

Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill.

- (b) Notwithstanding the provisions of this subclause, an employee who absents himself from work on any ordinary working day immediately preceding and/or immediately following any public holiday, shall not be paid for such public holiday unless such absence is on account of medically certificated sickness;
- (5) Remuneration payable in terms of any of the provisions of this clause shall be paid to the employee concerned not later than the pay-day next succeeding the period in respect of which such remuneration becomes payable.
- (6) **Easter week-end:** No work shall be performed after 13h00 on the day immediately preceding Good Friday and the employees shall be granted the afternoon off as a paid half-holiday.

The employee shall receive for such afternoon full pay in respect of the hours normally worked on Thursday afternoons. Where work is performed on such paid half-holiday, the employee shall, in addition to payment for such half-holiday receive payment for time worked after 13h00 at overtime rates.

No employer shall require or permit his employees to work in time at ordinary rates of pay or at overtime rates in substitution for the morning work period of the day immediately preceding Good Friday.

This subclause shall not apply to a casual employee;

- (7) The provisions of subclause (3) shall *mutatis mutandis* apply to a shift worker who works on his day of rest;

- (8) Overtime shall apply to all employees in an establishment, except travellers' drivers.

## **12: SHORT-TIME**

- (1) An employer shall, prior to the day on and from which he intends to work short-time, notify all employees concerned by posting up a notice, or notices, in a prominent position well known and easily accessible to employees in any section or department of the establishment concerned;
- (2) Any employee who has not been given notice in terms of subclause (1) shall, on attending at the establishment, be entitled to be employed for a full working day, or be paid full wages in lieu thereof;
- (3) An employee, who on any day attends at the establishment on the instructions of the employer or his representative shall be entitled to be employed for at least four hours on such day or to receive four hours' pay at his ordinary rate of pay in terms of clause 4(1) read with clause 4(9).
- (4) Consultation with the Trade Union shall take place prior to the introduction of short-time.

## **13: PROVISION OF TEA AND OTHER BEVERAGES**

- (1) Where tea (or other beverage) is provided by the employer, a deduction of not more than one cent per cup may be made from the wages of the employees: Provided that the majority of employees in any establishment has agreed to accept tea (or other beverage).

Reference to "tea" in this subclause shall include the provision of milk and sugar for mixing with such tea (or other beverage).

- (2) Where tea or other beverage is not provided, the employer shall, at his own expense, provide and have immediately available to his employees at the commencement of each rest interval, and also at lunch time, a sufficient supply of boiling water and the necessary utensils for the making of tea.

#### **14: EMPLOYMENT OF CERTAIN PERSONS PROHIBITED**

- (1) **Persons under the age of 15 years:** No employer shall employ any person under the age of 15 years;
- (2) **Non-members of trade union:** No employer who is a member of any of the employer's organisations shall continue to employ an employee who, while being eligible for membership of the trade union is not a member of the union as at 11 May 1998 and up to 10 November 1999 or who does not become a member of the trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of the trade union may continue his employment with an employer who is not a member of any of the employer's organisations as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement, become a member of any of the employer's organisations: Provided that the provisions of this subclause shall not apply to -

- (a) clerks; or
- (b) any employee to whom, in the opinion of the Regional Chamber, membership of the trade union has been refused without good and sufficient cause and the applicant has applied to the Council or Regional Chamber within 30 days of such refusal for exemption from the operation of this subclause;
- (c) an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first 90 days of commencement of his employment in the Industry refused any invitation from the trade union to become a member of it the provisions of this clause shall immediately come into operation;
- (d) a casual employee.

Provided further that: The provisions of Section 26(3)(c) and (d) of the Act shall be observed by the Parties to the Council and to whom this Clause is applicable.

## **15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS**

- (1) **Annual leave:** Subject to the provisions of subclause (7), every employee shall between 15 December of each year and 14 January of the following year be granted the following annual leave:
  - (a) In the case of an employee who on the latest day on which he can commence leave has completed at least one year's continuous employment with his employer-

- (i) 13 ordinary working days leave and shall, in respect of such leave, be paid for 15 ordinary working days at full wage; plus
  - (ii) Christmas Day, Day of Goodwill and New Year's Day as paid public holidays in accordance with clause 11 (4) of this Agreement published under Notice No. R. 627 of 28 May 1999; and
  - (iii) when Day of Reconciliation falls within the period of annual leave, it shall in accordance with clause 11 (4) of this Agreement published under Notice No. R. 627 of 28 May 1999, also be observed as a paid public holiday thus extending the annual leave period by one day;
- (b) in the case of an employee who on the date of closing of the establishment for the specified annual leave period, has not completed one year's continuous employment with his employer and whose employment has not been terminated -
- (i) for each completed month of employment in that year an amount equal to one day's pay; plus
  - (ii) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period - Day of Reconciliation, Christmas Day, Day of Goodwill and New Year's Day - an amount equal to one day's pay in respect of each such holiday:

Provided that upon termination of employment an employee shall receive payment in lieu of leave calculated as follows :

One day's pay in respect of each completed month of employment calculated from 15 December of the previous year or from the date of engagement, whichever is the shorter period: Provided further that an employer shall not set off against such days of paid leave any days of paid leave granted such employee in excess of the number of day's paid leave he was required to pay the employee in terms of this subclause.

**(2) Paid public holidays:**

- (a) In addition to the paid public holidays normally falling within the period of annual leave, i.e. Christmas Day, Day of Goodwill and New Year's Day, each employee shall be entitled to and be granted leave on full pay on Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day and Day of Reconciliation;
- (b) Where an employee's employment terminates immediately before any of the paid public holidays referred to in subclause (2) (a), he shall be entitled to payment for such public holidays, provided that they fall within an extended period calculated as follows :

One working day in respect of each completed month of employment (calculated from the day on which the employee last became entitled to leave or from date of engagement, whichever is the shorter period) shall be added to the date on which the employee's employment terminates, and if any paid public holiday falls within such added period it shall be paid for: Provided that -

- (i) where the employment of an employee is terminated by his employer at any time during December of any year for reasons other than dismissal without notice for any good cause recognised by law as sufficient, as referred to in



clause 18 (1) (a), such employee, shall be paid one day's pay in respect of each of the public holidays referred to in subclause (1) (a) which falls after the date of termination of employment;

- (ii) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of the paid public holidays referred to in subclause (1) (a) unless such paid public holidays fall within an extended period calculated in the manner set out herein;
- (c) Whenever an employee works on New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National women's Day, Heritage Day, Day of Reconciliation, Christmas Day or Day of Goodwill, his employer shall pay him not less than his ordinary hourly wage in respect of the total period worked on such day, or an amount equal to at least the wage payable to the employee in respect of the time (excluding overtime) ordinarily worked by the employee on that day of the week, whichever amount is the greater, in addition to the remuneration to which he would have been entitled had he not so worked.
- (d) In the event of a paid holiday falling upon a Sunday, it shall be observed the following day;
- (e) In the event of any of the paid holidays referred to in subclause (1) (a) (ii) and in paragraph (a) hereof falling on Saturday, an employer shall pay his employee who does not work on such day five and a half hours' wage in addition to the remuneration which

is due to him for time worked from the Monday to the Friday immediately preceding such Saturday;

- (f) Whenever an employee works on a paid holiday falling upon a Saturday, payment for any such day shall be in terms of paragraph (e) hereof, plus, in addition, one and a half times his hourly rate of wage for each hour worked on such Saturday;

(3) **Payment for leave:** The employer shall pay his employee to whom leave is granted in terms of subclause (1) hereof, his pay in respect of leave not later than the last working day before the commencement of the said period and any amount paid to an employee in terms of subclause (1) or (2) shall be calculated at the rate of pay which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be; and whenever an employee is paid on a basis other than in accordance with the time actually worked by him, his ordinary rate of pay shall, for the purposes of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total wage during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such wage was paid;

(4) For the purposes of this clause, employment shall be deemed to commence from -

- (a) the date on which the employee entered the employer's service;  
or
- (b) the date on which an employee who has, in accordance with the previous Agreement, been granted leave of absence on full pay,

became entitled to such leave in terms of such Agreement, whichever may be the later;

- (5) Short-time shall not be deducted by an employer when computing the period of employment qualifying for annual leave in terms of subclause (1);
- (6) Where an employee has absented himself from work for any reason, other than that referred to in subclause (9), such period of absence shall not be considered as employment in terms of subclause (1);
- (7) **Annual leave at periods other than the specified leave period** - An employer may make mutual arrangements with his -

- (a) clerks, factory shop assistants, maintenance staff and watchmen or caretakers, to take their annual leave at a period other than between 15 December and the ensuing 14 January, and in that event such employees shall be entitled to not less than three consecutive week's leave to be granted not later than within that period up to and including Good Friday of the year immediately succeeding the year of employment to which it relates;

(Maintenance staff means employees who are engaged in making repairs or adjustments to machinery or equipment, including the installation of such machinery or equipment, and who may effect cleaning, repairs or renovations to buildings, fixtures and fittings);

- (b) employees engaged in making samples, to take not more than 10 days annual leave at a period other than between 15 December and the ensuing 14 January and in that event such employees shall be entitled to not less than two consecutive weeks leave or such lesser period of leave as might be due to the employees concerned, to be granted not later than within that period up to

and including Good Friday of the year immediately succeeding the year of employment to which it relates: Provided that in the case of employees making samples, an employer shall be permitted to work 10 employees, or a minimum of 5 per cent of his labour force, whichever is the greater;

- (c) shift workers engaged in knitting and finishing fabric to take their annual leave at a period other than between 15 December and the ensuing 14 January, and in that event such employees shall be entitled to not less than the leave due to them in terms of subclause (1), to be granted not later than within that period up to and including Good Friday of the year immediately succeeding the year of employment to which it relates: Provided that the employer shall notify the Council in writing of his intention to work shift employees during the leave period specified in subclause (1);
- (d) employees, by agreement, to allow for two consecutive weeks' leave, inclusive of public holidays, to be taken in the period December to January each year, with the balance to be taken before the end of June of the following year: Provided that the terms of any such agreement reached by an employer with his employees shall be referred to the Regional Chamber for record purposes.

**(8) Leave and notice not to be concurrent:**

- (a) Notice of termination of a contract of employment given by an employer shall -
  - (i) not be given during any period of leave to which the employee is entitled in terms of this agreement; and

- (ii) not run concurrently with any period of leave to which the employee is entitled in terms of this agreement.
  - (b) Nothing in this section affects the right -
    - (i) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Act, or any other law; and
    - (ii) of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law.
  - (c) Payment instead of notice: Instead of giving an employee notice, an employer may pay the employee the remuneration the employee would have received, calculated in accordance with this agreement, if the employee had worked during the notice period.
- (9) Any period during which an employee -
- (a) is on leave in terms of subclause (1); or
  - (b) is absent on military service, not exceeding four months, undergone in that year; or
  - (c) is absent from work on the instructions or at the request of the employer; or
  - (d) is absent from work owing to illness or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth (if the child is

stillborn or dies before the expiration of eight weeks after birth, the provisions of this subclause shall cease to apply as from the date fixed by the Regional Chamber);

shall be deemed to be employment for the purposes of subclauses (1) and (2):

Provided that -

- (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in proviso (ii), fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that part of any total period of absence during any 12 months of employment which is in excess of 30 days;
- (ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in proviso (i);

- (10) **Advance notice of annual leave period:** At least one calendar month's notice of the actual date of the end of the year leave period shall be given by the employer by exhibition of an appropriate notice in the factory in a conspicuous place readily accessible to his employees;
- (11) **Extension of annual leave period:** An employer shall not be entitled to extend the period of annual leave referred to in subclause (1) without

the prior permission of the Regional Chamber which may impose such conditions as it may deem fit.

- (12) This clause shall not apply to a casual employee.

**16: ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK  
AND TRANSFERS IN OCCUPATION**

**(1) Service record cards to be produced on engagement:**

- (a) Subject to the provisions of subclause (7), an employer shall, before engaging an applicant for work, require an applicant to produce a service record card issued by the Regional Chamber in the form and manner specified by the Regional Chamber.

In addition to issuing a service record card the Regional Chamber shall issue a certificate of service reflecting the employee's employment history.

- (b) The employer shall forthwith upon engagement enter in the space provided for "subsequent experience" the name of his factory, the date of engagement, occupation and wage on engagement and shall retain the card in safe-keeping so that it can in due course be dealt with in terms of subclause (2) upon termination of service of the employee.
- (c) No employer shall engage any employee who is in terms of this Agreement entitled to possess a service record card unless such employee has produced to the employer such service record card issued by the Regional Chamber.



- (d) No employer shall engage any employee who is in terms of this Agreement entitled to possess a Health Care Fund card unless such employee has produced to the employer such membership card issued by the Clothing Industry Health Care Fund in proof of membership of that Fund by such employee.
- (e) The employer shall forthwith upon engagement of such employee enter in the space provided on such card the name of the factory and the date of engagement, and shall immediately thereafter hand the card back to the employee.
- (f) Upon termination of such employee's services the employee shall on the day such termination takes place produce to the employer the said membership card issued by the Health Care Fund and the employer shall in the space provided enter the date of termination and shall initial such date in the space provided.
- (g) If the service record card shows that the employee is re-entering the Industry after confinement, the employer shall not permit the employee to commence work until a post-natal examination certificate has been produced in terms of subclause (7).

- (2) **Service record card to be returned to employee on termination of service or retained if on maternity leave:** Upon termination of service of an employee, the employer shall complete the remaining details on the employee's service record card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialed and handed to the employee on termination of service.

If the employee is ceasing employment due to confinement, this shall be endorsed on the card by the words "Due to Confinement" being written on the line on which the "Date of Leaving" is recorded.

If the employee is proceeding on maternity leave, the words "Maternity leave" and the date from which the employee proceeds on maternity leave must be written on the card on the line on which the "Date of Leaving" is recorded and the card retained by the employer.

(3) **Procedure when employee does not produce a service record card:**

The employer shall forthwith upon engagement cause an application in the form and manner specified by the Regional Chamber, including a Provident Fund nomination of beneficiary form, to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in subclause (4).

(4) **Weekly returns of engagements, terminations, absences from work and transfers in occupation:**

Not later than on Friday of each week the employer shall complete and transmit to the Regional Chamber a record, in the form and manner specified by the Regional Chamber, of all engagements, terminations, the first or last dates of absences from work for four or more consecutive pay weeks and transfers in occupation of employees in respect of that week: Provided that where in any week no changes have been effected, a "Nil" return shall be submitted.

(5) **Dependants to be registered:**

Every employer shall, when the Minister declares this Agreement binding and thereafter at the engagement of each employee, determine if an employee has dependants and ensure that such dependants are registered with the Health Care Fund, and every employer shall, if an employee's dependants have not previously been registered with the Health Care Fund, inform the Regional Chamber of the Dependants of each of his employees within five days of the end of each calendar month in the form and manner specified by the Regional Chamber. In the event of no dependants having to be registered in respect of the calendar month, a 'Nil' return shall be submitted.

An employee who can prove to the satisfaction of his employer that his dependants are covered by a registered medical aid scheme need not register his dependants with the Health Care Fund. Proof of such medical aid scheme membership must be available for inspection purposes.

An employer shall forward the service record card of each employee with dependants to Regional Chamber to enable the Regional Chamber to record the fact that an employee has dependants on such card unless the employee's card already reflects such information.

**(6) Notice of termination of service to be given in writing by employer or employee:**

- (a) An employer shall, when giving notice of his intention to terminate an employee's employment, give his employee written notice in the form and manner specified by the Regional Chamber.
- (b) An employee shall, when giving notice of his intention to terminate his employment, give his employer written notice in the form and manner specified by the Regional Chamber.

**(7) Procedure where employee proceeds on maternity leave or leaves employment due to confinement and on re-employment thereafter:**

- (a) Where an employee resigns when proceeding on maternity leave, this fact must be recorded on her service record card as provided for in subclause (2) above.
- (b) Where an employee leaves work due to confinement, the employer must still record the date of ceasing work due to confinement.

- (c) Not later than on the date of such termination or ceasing of work or commencement of maternity leave as the case may be, the employer shall provide the employee with a blank "post-natal examination certificate", and neither the same employer nor any new employer shall permit the employee to recommence employment or to start fresh employment unless the employee produces a properly completed "post-natal examination certificate" of her fitness for employment.
  - (d) Where such certificate shows that the employee requires further treatment, the Secretary of the Health Care Fund must be notified thereof and the certificate forwarded to him by registered post.
  - (e) Supplies of the blank "post-natal examination certificates" may be obtained from the Secretary of the Fund.
- (8) **Procedure where an employee withdraws notice:** An employee may only withdraw notice of his intention to terminate his contract of employment within two (2) working days of having tendered such notice and the employer shall require the employee concerned to acknowledge and confirm such withdrawal in the form and manner specified by the Regional Chamber.
- (9) **Duplicate service record cards:** Duplicate service record cards may be issued by the Regional Chamber upon the payment of an amount determined by the Regional Chamber from time to time.
- (10) This clause shall not apply to a casual employee.

## 17: RECORD CARDS AND AGREEMENT

- (1) **Record cards:** Every employer shall maintain a record card in respect of each of his employees, other than casual employees, showing the following particulars:

- (a) Factory number of employee;
- (b) name;
- (c) sex;
- (d) address;
- (e) age;
- (f) occupation;
- (g) starting date;
- (h) previous experience;
- (i) number of service record card;
- (j) commencing wage;
- (k) increments and dates;
- (l) transfers in occupation and dates.

- (2) **Exhibition of Agreement:** Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, in the form prescribed in the regulations under the Act, a legible copy of this Agreement in at least two official languages: Provided further that every employer on whom the collective agreement, arbitration award, or determination is binding must -

- (a) keep a copy of that collective agreement, arbitration award or determination available in the workplace at all times;
- (b) make that copy available for inspection by any employee; and
- (c) give a copy of that collective agreement, arbitration award or determination -

- (i) to an employee who has paid the prescribed fee; and
  - (ii) free of charge, on request, to an employee who is a trade union representative or a member of a workplace forum.
- (3) **Administration of Agreement:** The Regional Chamber shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

## 18: TERMINATION OF EMPLOYMENT

- (1) **Period of notice:** Subject to -
- (a) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
  - (b) the provisions of any written agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month, as the case may be;
  - (c) the provisions of subclause (8);

an employer and his employee shall, in the case of a weekly paid employee, give not less than one week's notice and in the case of a monthly-paid employee, not less than one month's notice, of his intention to terminate the contract of employment.

(2) **Payment or forfeiture in lieu of notice:** In the event of an employer or an employee failing to give notice as provided for in subclause (1), an employer shall pay the employee or the employee shall pay and/or forfeit to the employer:

(a) in the case of a weekly-paid employee, one week's wages;

(b) in the case of a monthly-paid employee, one month's wages;

calculated at the rate of pay which such employee was receiving immediately before the date of such termination.

In the above regard absence from work without prior permission for a period of six consecutive days shall constitute a termination of the contract of employment unless within six days the employee has furnished to this employer a medical certificate certifying his inability to perform his/her usual work, in which case the employer shall, within three days of receipt of such certificate, advise the employee that it will keep his/her employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice within such three days shall be required to pay the employee in lieu of such notice: Provided that where an employee has submitted a medical certificate to his employer and subsequently returns to resume service and his employer elects to summarily terminate his employment, his date of termination shall be the date of summary termination and not the date on which he last worked.

For the purpose of this sub-clause, where an employee attends work on a Friday, the period of absence from work shall commence from the next succeeding Monday, i.e. the intervening Saturday and Sunday shall be ignored in calculating the six consecutive calendar days' period of absence.



Nothing contained in this subclause shall in any way limit the rights and protection afforded to employees in terms of Chapter VIII of the Act.

- (3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in subclause (2), the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purposes of this subclause, any payment which may be due to an employee in terms of clause 15 (1), (2) and (3) of this Agreement shall also be regarded as a benefit in the process of accrual.

- (4) When an agreement is entered into in terms of subclause (1), the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

- (5) **Date of coming into operation of notice to terminate employment:**

(a) **Weekly paid employees:** Notice shall be given on any working day and shall operate from the following day.

(b) **Monthly-paid employees:** Notice shall be given at any time prior to the usual closing time of the establishment on the last working day of the calendar month and shall operate from the first day of the succeeding month.

- (6) For the purposes of this clause, a week's notice shall mean a working week of not more than the number of hours ordinarily worked by the employee, or a full week's pay in lieu thereof, and the same proviso shall

apply to the period of notice specified or mutually agreed upon in terms of subclause (4).

(7) Where short-time is worked in an establishment, notice to terminate employment shall be in terms of (a) and (b) hereof :

(a) An employee may terminate his contract of employment by giving his employer notice equivalent to the number of days worked in the week preceding the notice week; and

(b) an employer working short-time shall give like notice to an employee to terminate his contract of employment.

(8) **Trial periods:**

(a) **Weekly employees** - The provisions of this clause shall not apply during the first four weeks of employment. Such four weeks shall be deemed to be period of trial during which the employment may be terminated by the employer or the employee on 24 hours' notice.

(b) **Monthly employees** - The provisions of this clause shall not apply during the first six weeks of employment. Such six weeks shall be deemed to be a period of trail during which the employment may be terminated by the employer or the employee on 24 hours' notice.

(9) This clause shall not apply to a casual employee.

**19: EXEMPTION PROVISIONS AND CRITERIA****A. For any Business Entity registered with and falling within the Council's registered scope inasmuch as it relates to the scope of this Agreement:**

- (1) Any business entity registered with and falling within the Council's registered scope inasmuch as it relates to the scope 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 an application form provided by the Council. The applicant shall annex a copy of its Council Registration Certificate to the application and shall address the application to the Regional Secretary of the Regional Chamber for consideration by the Council or Regional Chamber.
- (3) All applications for exemption must be fully motivated and supported by any relevant documentation and in addition must contain the following information :
  - (a) The period for which the exemption is sought;
  - (b) The number of employees affected;
  - (c) The clauses and sub-clauses of this agreement from which the exemption is requested;
  - (d) Satisfactory proof that the exemption applied for has been discussed between the employer, the employees affected and/or their respective representatives, including the response resulting from such discussions either in support of or in opposition to the application.

- (4) If the exemption application is expressed by the applicant to be urgent, the Regional Secretary of the Regional Chamber and/or General Secretary of the Council shall examine the application to determine whether it is, in his sole discretion, urgent. If the Regional Secretary of the Regional Chamber and/or General Secretary of the Council decides that the application is urgent, then he shall refer the application to the Chairman of the Council or Regional Chamber, as the case may be, who shall convene a meeting of the Council or Regional Chamber within 7 days of receipt of the application from the Regional Secretary of the Regional Chamber and/or General Secretary of the Council to consider the application. If the Regional Secretary of the Regional Chamber and/or General Secretary of the Council decides that the application is not urgent, then he shall deal with it in the ordinary course as set out below.
- (5) The Regional Secretary of the Regional Chamber or General Secretary of the Council shall place the full exemption application before the appropriate meeting of the Council or Regional Chamber, as the case may be, for its consideration, including any background information which may be required and which the Regional Secretary of the Regional Chamber or General Secretary of the Council can provide.
- (6) The Council or Regional Chamber may, after considering the application, including any urgent application, in terms of the provisions and criteria outlined in this Agreement grant, partially grant or reject such application for exemption and may impose any conditions on the granting or partial granting of any application as it deems under the circumstances.
- (7) The appropriate Council or Regional Chamber meeting shall consider all applications for exemption having regard to all relevant information, and in particular to :

- (a) The written and verbal (if any) motivation provided by the applicant, and supporting documentation;
- (b) The extent of discussion between employer and employees affected and their respective representatives where applicable, including the responses of these persons to the application;
- (c) The terms of the exemptions sought, including the period thereof;
- (d) Any possible infringement of basic conditions of employment rights which may result if the exemption is granted;
- (e) Whether or not a competitive advantage will be afforded to the applicant should the exemption be granted; including its broader impact on the industry as a whole and on other stakeholders within the industry who may be disadvantaged by the granting of an exemption;
- (f) If the exemption sought is from any employee benefit fund or training provision, the sufficiency of the alternative benefit or provisions proposed by the applicant, including such factors as the cost to the employee, transferability, administration, management, costs, growth and stability;
- (g) The extent to which the proposed exemption may undermine collective bargaining and labour peace in the industry or sector concerned;
- (h) Any existing special financial, economic or other circumstances which are put forward by the applicant as reasons warranting the granting of the exemption; provided that the Council or Regional Chamber may require the disclosure of such relevant, verifiable information as it may deem fit in this regard;

- (i) The history of the business entity and/or its shareholders, directors and owners within the industry, including its period of operation, and in particular whether or not the entity is a new emerging enterprise;
  - (j) The current status of the business entity vis-à-vis the Council or Regional Chamber, including whether any levies or contributions to benefit funds are outstanding, and any previous exemptions which may have been granted by the Council or Regional Chamber;
  - (k) Any representations made by the employees and/or their representatives, the Council or Regional Chamber and/or Parties to the Council or Regional Chamber as contemplated in clauses 3(d) and 5 above;
  - (l) Any possible alternatives which may be acceptable to the applicant and/or any other interested party in the circumstances;
  - (m) The cost, efficacy and administration of any conditions which the Council or Regional Chamber may feel it necessary to impose, and the re-evaluation thereof;
- (8) The Council or Regional Chamber shall notify an applicant of its decision within fourteen days of such decision having been reached.
- (a) If the application had been granted, the Council or Regional Chamber shall specify the following in its notification to the applicant :
    - (i) the conditions, if any, of its approval of the application;

- (ii) the period for which the exemptions is to be valid;
    - (iii) the clauses or sub-clauses of the agreement for which the exemption is granted.
  - (b) Upon receipt of a written request, the Council or Regional Chamber shall provide reasons for its decision to grant the exemption to any party which has an interest in the matter.
  - (c) If the application for exemptions is rejected, the Council or Regional Chamber shall provide concise reasons for such rejection to the applicant within 14 days of the date of its decision.
- (9) Any decision of the Council or Regional Chamber to reject, partially grant or withdraw an application may be referred by the Applicant to the Independent Exemptions Body (styled the Exemptions Board) hereby established in terms of the Act and the Constitution of the Council and the provisions of subclauses (1) to (8) above, shall *mutatis mutandis* apply when appeals are heard and decided upon by the Independent Exemptions Board.

**B. For any Employer who is a party or a member of a party to the Council and its employees represented by a trade union representative**

- (1) (a) Exemption from the provisions of this Agreement will be granted in the following circumstances:
- (i) where the employer, who is a party or a member of a party to the Council, and its employees, represented by a trade union representative as defined in the Act have concluded a collective agreement in accordance with the procedure



set out in subclause 2 below to vary such provisions provided that:

- (aa) the collective agreement does not contravene the minimum employment standards in the Council's main collective agreement for the Western Cape Region; any law or the provisions of the agreement dated 25 May 1993 between the Cape Clothing Manufacturers' Association, the Cape Knitting Industry Association, the Garment Manufacturers' Association of the Western Cape, the Eastern Province Clothing Manufacturers' Association, the Natal Clothing Manufacturers' Association, the Orange Free State and Northern Cape Clothing Manufacturers' Association, the Transvaal Clothing Manufacturers' Association (incorporating the Transvaal Knitters' Association) and the South African Clothing and Textile Workers Union;
  - (ab) wage rates and contributions to social funds including the Council's fund may not be amended without the Council's approval.
- (ii) where, the Exemptions Board established by the Council requires the Council or Regional Chamber to do so after granting an application for exemption;
  - (iii) On application by an employer employing five or fewer employees.
- (b) An application for exemption must be made to the Council or Regional Chamber in accordance with the Council's or Regional

Chamber's exemption procedure as provided for in sub-clauses (2) and (3) of Part A above.

- (2) An employer who is a party or a member of a party to the Council will implement the following procedure in order to conclude a collective agreement as set out in subclause (1)(a)(i) above.
- (a) The employer shall place on the notice board of the establishment a notice to employees specifying the proposed variation to the Council's Main Collective Agreement for the Western Cape Region. At the same time a copy of the notice will be sent to the Union.
- (b) A meeting shall take place at the establishment in order to reach agreement on the proposed variation which agreement shall be reduced to writing. In the absence of agreement the employer undertakes not to refer an application for exemption to the Exemptions Board established by the Council.
- (c) The agreement shall be referred to the Council or Regional Chamber for registration and any agreement concluded in terms of subclause (1)(a)(i) above that is in contravention of any law or the minimum employment standards set out in this Agreement shall be null and void *ab initio*.

## **20: SEATING ACCOMMODATION**

Seats with suitable back rests, approved of by the Regional Chamber, shall be provided for all female employees.

## **21: TOOLS AND MATERIALS**

The employer shall, free of charge, supply to the employees all tools (other than scissors), materials and requisites for the manufacture of clothing.

## **22: EXPENSES OF THE COUNCIL AND REGIONAL CHAMBER**

- (1) For the purpose of meeting the expenses of the Council and Regional Chamber, every employer shall deduct from the earnings of each of his employees for whom minimum wages are prescribed in clause 4 of this Agreement, an amount of 48 cents per week. To the amount so deducted, the employer shall add a like amount and forward, month by month, and not later than the 14<sup>th</sup> day of each month, the total sum to the Regional Secretary of the Regional Chamber.
- (2)
  - (a) Every employer shall make a return to the Regional Chamber of the number of employees employed by him for each week of each calendar month in the form and manner specified and supplied by the Regional Chamber.
  - (b) Should any amount due in terms of this clause not be received by the Regional Chamber by the 14<sup>th</sup> day of the month it is due, the employer shall forthwith be liable for and be required to pay interest on such amount as remains unpaid at a rate determined by the Regional Chamber from time to time, calculated from the 1<sup>st</sup> day of the month in which the payment is due until the day upon which payment is actually received by the Regional Chamber: Provided that the Regional Chamber shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.
  - (c) In the event of the Council or Regional Chamber incurring any costs or becoming obliged to pay any collection commission by

reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission, and the Council or Regional Chamber shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

- (3) This clause shall not apply to a casual employee.

### **23: TRADE UNION REPRESENTATIVES ON THE REGIONAL CHAMBER**

Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council or Regional Chamber: Provided that in establishments employing 5 or fewer employees, the trade union shall give the employer 5 days' written notice of its request for time off for its representative in terms of this clause.

### **24 : POWERS OF DESIGNATED AGENTS WHEN ATTEMPTING TO RESOLVE DISPUTES AND SECURE COMPLIANCE OF AND IN TERMS OF THIS AGREEMENT**

- (1) One or more persons shall be appointed by the Council or Regional Chamber as agents to assist in enforcing the terms of the Council's or Regional Chamber's Collective Agreements.
- (2) The Council may, in terms of Section 33 of the Act, request the Minister of Labour to appoint any person as a designated agent of the Council or Regional Chamber.

(3) A designated agent shall have all the powers conferred on a Commissioner by Section 142 of the Act, except the powers conferred by Section 142(1)(c) and (d) of the Act.

(4) A designated agent who has been appointed to attempt to resolve a dispute or investigate any alleged contravention and for purposes of routine inspections to enforce compliance with this agreement in terms of clause 36 or the Disputes Procedure in terms of clause 37 of this Agreement may :

- (a) subpoena for questioning any person who may be able to give information or whose presence at the conciliation or arbitration proceedings may help to resolve the dispute ;
- (b) subpoena any person who is believed to have possession or control of any book, document object relevant to the resolution of the dispute, to appear before the agent or be questioned or to produce that book, document or object;
- (c) administer an oath or accept affirmation from any person called to give evidence or be questioned;
- (d) at any reasonable time, but only after obtaining the necessary written authorisation: -
  - (i) enter and inspect any premises on or in which any book, document or object; relevant to the resolution of the dispute is to be found or is suspected on reasonable grounds of being found there; - and

- (ii) examine, demand the production of, and seize any book, document or object that is on or in those premises and that is relevant to the resolution of the dispute; - and
    - (iii) take a statement in respect of any matter relevant to the resolution of the dispute from any person on the premises who is willing to make a statement : - and
  - (e) inspect, and retain for a reasonable period, any of the books, documents or objects that have been produced to, or seized by, the agent.
- (5) A subpoena issued for any purpose in terms of subclause (4) shall be signed by a designated agent and shall -
- (a) specifically require the person named in it to appear before the designated agent;
  - (b) sufficiently identify the book, document or object to be produced; - and
  - (c) state the date, time and place at which the person is to appear.
- (6) The written authorisation referred to in subclause (4) (d) -
- (a) if it relates to residential premises, may be given only by a judge of the Labour Court and with due regard to the Constitution of the Republic of South Africa, '1996, and then only on the application of the agent and/or any appointed person setting out under oath or affirmation the following information -
    - (i) the nature of the dispute;

- (ii) the relevance of any book, document or object to the resolution of the dispute;
    - (iii) the presence of any book, document or object on the premises; - and
    - (iv) the need to enter, inspect or seize the book, document or object; - and
  - (b) in all other cases, may be given by the General Secretary of the Council or Regional Secretary of the Regional Chamber.
- (7) The owner or occupier of any premises that an agent and/or any other appointed person is authorised to enter and inspect, and every person employed by that owner or occupier, must provide any facilities that an agent or such person requires to enter those premises and to carry out the inspection or seizure.
- (8) The agent and/or appointed person must issue a receipt for any book, document or object seized in terms of subclause (4).
- (9) The law relating to privilege, as it applies to a witness subpoenaed to give evidence or to produce any book, document or object before a court of law, applies equally to the questioning of any person or the production or seizure of any book, document or object in terms of this clause.
- (10) The agent and/or appointed person must pay the witness fee specified from time to time in terms of Section 208 of the Act to each person who appears before him in response to a subpoena issued, where such fee has been specified by the Minister of Labour or, in the absence of a fee being specified by the Minister, as may be determined by the Council from time to time.



(11) A person commits contempt of the Designated Agent -

- (a) if, after having been subpoenaed to appear before him, the person without good cause does not attend at the time and place stated in the subpoena;
- (b) if, after having appeared in response to a subpoena, that person fails to remain in attendance until excused by the agent and/or appointed person;
- (c) by refusing to take the oath or to make an affirmation as a witness when an agent and/or appointed person so requires;
- (d) by refusing to answer any question fully and to the best of that person's knowledge and belief subject to subclause (8);
- (e) if the person, without good cause, fails to produce the book, document or object specified in a subpoena to an agent and/or appointed person;
- (f) if the person willfully hinders an agent and/or appointed person in performing any function conferred by or in terms of this Act;
- (g) if the person insults, disparages or belittles an agent and/or appointed person, or prejudices or improperly influences an investigation or improperly anticipates the agent and/or appointed person's recommendations;
- (h) by willfully interrupting the conciliation or arbitration proceedings or misbehaving in any other manner during those proceedings

- (l) by doing anything else in relation to the agent and/or appointed person which, if done in relation to a court of law, would have been contempt of court.
- (12) The designated agent may on recommendation of the Council or Regional Chamber refer any contempt to the Labour Court for an appropriate order.

## **25: OUTWORK AND DISCLOSURE OF EMPLOYERS' PATTERNS ETC.**

- (1) Every employer giving out work on contract shall at all times keep a record showing:
  - (a) the name and address of the person to whom the work has been given out;
  - (b) a description of the type and quantity of work given out; and
  - (c) the dates upon which the work was given out and the dates upon which it was received back.

For the purposes of this subclause, 'giving out work' shall include the issue of materials for the purpose of having such materials made up into garments or parts of garments.

- (2) Every employer shall retain such record for a period of three years subsequent to the occurrence of that event and shall, on demand by a designated agent of the Council or Regional Chamber made at any time during the said period of three years, produce the said record for inspection.

- (3) Every employer shall within 14 days of the end of each quarter (i.e. for the periods ending 31 March, 30 June, 30 September and 31 December) forward a return of outwork to the Regional Chamber in the form and manner specified by the Regional Chamber.
- (4) No employee in the employ of an employer shall disclose to any other employer or person any cutting patterns or templates used by his employer.
- (5) No employer shall induce any employee of another employer to disclose any cutting patterns or templates used by such employee's employer.

## **26: CLOTHING INDUSTRY HEALTH CARE FUND**

- (1) The Fund established under Government Notice No 43 of 9 January 1948, and known as the "Clothing Industry Health Care Fund" (formerly the "Cape Clothing Industry Sick Fund" and "Cape Clothing Industry Sick Benefit Fund") and hereinafter referred to as the "Fund" is hereby continued.
- (2) The administration of the Fund shall be vested in a Management Committee which shall be appointed at a duly constituted meeting of the Regional Chamber, in terms of the Council's Constitution, and shall consist of six employers' representatives and six employee representatives, with the Chairman and the Vice-Chairman of the Regional Chamber, *as ex officio* members. A paid secretary, who shall also be the Secretary of the Fund, shall be appointed by the Committee.
- (3) One copy of this Collective Agreement, Clause 26 of which shall represent the Rules of the said Fund, and any amendments thereof, shall be kept by the General Secretary of the Council and Regional Secretary of the Regional Chamber.

- (4) (a) The purpose of the Fund is to provide medical and related benefits for employees and their dependants and for such purpose every employer shall each week deduct from the wages of each of his employees for whom wages are prescribed in this Agreement and who has worked irrespective of the time so worked (hereinafter referred to as a 'contributor'), the following amount:

Group 1 In the case of a contributor earning a wage of less than R465,01 per week:

without dependants: R 7.40

with dependants: R12.10

Group 2 In the case of a contributor earning a wage of R465,01 per week and more:

without dependants: R 9.40

with dependants: R16.10

- (b) An employer shall, in respect of each contributor from whose wages deductions are made in terms of paragraph (a) above, contribute per week the amounts set out below:

Group 1 In the case of a contributor earning a wage of less than R465,01 per week: R4.40;

Group 2 In the case of a contributor earning a wage of R465,01 per week and more: R5.40.

- (c) (i) The total sum representing the employer's contributions and the contributor's contributions shall be forwarded monthly by the employer to the Regional Secretary of the Regional Chamber,

by not later than the 14th day of each month following the month to which such contributions relate in the form and manner specified in clause 22(2) of this Agreement.

- (ii) Should any amount due in terms of this clause not be received by the Regional Chamber by the 14<sup>th</sup> day of the month it is due, the employer shall forthwith be liable for and be required to pay interest on such amount as remains unpaid at a rate determined by the Regional Chamber from time to time, calculated from the first day of the month in which the payment is due until the day upon which payment is actually received by the Regional Chamber: Provided that the Regional Chamber shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.
- (iii) In the event of the Council or Regional Chamber incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission, and the Council or Regional Chamber shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.
- (d) Upon receipt of the first eight payments to the Fund in respect of each contributor, the Secretary of the Fund shall allocate a Fund number to each contributor and prepare a membership card reflecting:
  - (i) the full name of the employer;

(ii) the full name of the contributor;

(iii) the Fund number of the contributor.

The Secretary of the Fund shall thereafter either notify the contributor to call and the card shall be handed to the contributor after the contributor has signed the card in the presence of an official of the fund, or transmit the card to the employer to hand it to the contributor, in which event it shall be the duty of such employer to ensure that the contributor signs the card immediately on receipt thereof and furnishes a receipt thereof which the employer shall, thereafter, transmit to the secretary of the Fund within seven days.

- (e) All the moneys received by the Fund shall be deposited in a banking account for the Fund which shall be opened by the Regional Chamber, in the name of the "Clothing Industry Health Care Fund": Provided that the Management Committee may from time to time authorise investments of funds in terms of the Act.
- (f) The Management Committee shall appoint an auditor for the Fund, who shall be a registered accountant, and determine his remuneration, which shall be paid out of the Fund. The accounts of the Fund shall be audited for the periods ending 30 June and 31 December of each year, and the auditor's report shall be made available not later than 30 September and 31 March, respectively. A copy of the statement of accounts, together with the auditor's report, shall be transmitted to the Registrar of Labour Relations, and a copy shall also lie for inspection at the office of the Regional Chamber.
- (g) Disbursements from the fund shall cease whenever the amount to the credit of the Fund falls below R50 000.

(h) The employer shall each week notify the Fund of all contributors who have been absent without pay for four or more consecutive pay-weeks in the manner specified in clause 16(4) of this Agreement.

(5) (a) The contributor shall be liable for any benefits paid to him or obtained by him as a result of his misrepresentation of the facts or as a result of an error in the calculation of such benefits, and the Management Committee may set off the incorrect amount paid to the contributor against any further benefits due to him or recover the amount from the contributor.

(b) If a contributor leaves his employment in the Industry for the purpose of taking employment outside the Industry, he shall forfeit all claims to the Fund.

(c) **Maternity Benefits:**

(i) Subject to the provisions of this Agreement a female contributor who:

(aa) has continuously contributed to the Health Care Fund for no less than one year; and

(ab) has continuously been employed in the industry for no less than one year;

as at the date of ceasing employment because of her pregnancy shall be entitled to the maternity benefits set out in item (iii) below.

(ii) For purposes of this subclause non-contributing periods due to illness and/or short time shall be deemed as periods of contribution.



- (iii) Any employee who is entitled to maternity benefits shall receive a lump sum payment equal to 25 per cent of such employee's weekly wage earned at the time of ceasing employment because of her pregnancy, multiplied by 13: Provided that no such payment shall be made to the employee -
  - (aa) earlier than four weeks prior to the expected date of her confinement; the expected date of her confinement shall be determined by a recent medical certificate signed by a medical practitioner indicating the number of weeks' pregnancy and the expected date of confinement; or
  - (ab) in the event a prematurely born child which is alive at birth, unless she produces a birth certificate; or
  - (ac) in respect of a miscarriage, abortion or still born child that occurs during the first 35 weeks of pregnancy; or
  - (ad) if the employee dies prior to claiming the benefit due to her in terms of this subclause, until such time as the Master of the High Court has decided to whom such benefit should be paid.
- (6) All contributors from whose wages eight or more consecutive weekly deductions have been made in terms of subclause (4) (a) shall be entitled to the following benefits:
  - (a) the services of a medical officer appointed by the Fund;
  - (b) consultations with specialists appointed by the Fund;

- (c) free medicines prescribed and dispensed by the medical officers or specialists appointed by the Fund;
- (d) the benefits provided for in subclause (7), (8) and (9).
- (e) medical and related benefits as determined by the Management Committee, for their registered dependants.

The benefits provided for in this subclause shall cease eight weeks after the date of termination as a contributor in the Industry.

The cost of medical attention or pharmaceutical supplies rendered or dispensed by medical officers appointed by the Management Committee in respect of a contributor shall be paid by the Fund which shall also pay the cost of operating the Assisted Optical Scheme referred to in subclause (8) and the dental surgeries referred to in subclause (9).

Such costs shall be payable in respect of a period not exceeding three weeks in any cycle of one calendar year and shall be subject to such further conditions as may from time to time be decided by the Management Committee.

Where a contributor withdraws the money standing to his credit from the Cape Clothing Industry Provident Fund, and provided such payment is made due to the employee leaving the Industry as a result of serious ill health or incapacity prior to reaching the age for retirement from the Cape Clothing Industry Provident Fund, such employee shall be entitled to free medical treatment from any one of the Fund's medical officers and free medicines supplied by such medical officer during the period of 26 weeks calculated from the date on which such employee leaves the Industry.

Pregnancy shall not be regarded as an 'illness' for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the Fund.

- (7) **Gynaecological clinics:** Reasonable facilities shall be afforded to employees to attend the Health Care Fund clinic and upon production of a certificate from the Health Care Fund sister that an appointment has been made, the employer shall pay for time lost by the employee in attending the clinic up to a maximum of two hours in any week.
- (8) **Optical clinic:** The Fund shall provide and equip an optical clinic where employees may be tested by means of an Ortho-rater or similar machine. Where such test shows that further attention is needed, the Fund shall, in consultation with the employer, arrange an appointment with an ophthalmologist and the employee shall be notified of such appointment. The employer shall pay for the time lost by the employee in attending the clinic and for the purpose of keeping the appointment with the ophthalmologist, up to a maximum of two hours in any week. Before an appointment is made with such specialist on behalf of an employee, the employee shall lodge with the Health Care Fund such amount as may from time to time be determined by the Management Committee as being the employee's contribution towards the cost of spectacles. Such contribution shall be in respect of standard type frames, as approved by the Management Committee. Where a more expensive frame is desired, the additional costs involved shall be borne by the employee.
- (9) **Dental surgeries:**
- (a) The Fund shall provide and equip one or more dental surgeries for the benefit of contributors.

- (b) A contributor shall pay not more than the following percentages of the charge submitted by a dental technician for dentures, partial dentures or repairs to dentures which have been prescribed by the Fund's dental surgeon:
    - (i) contributors who have completed 10 years membership of the Fund: 60 per cent of the dental technician's charge for dentures, partial dentures or repairs to dentures;
    - (ii) contributors who have completed five years' membership of the Fund: 80 per cent of the dental technician's charge for dentures, partial dentures or repairs to dentures;
    - (iii) contributors who have completed less than five years' membership of the Fund: 100 per cent of the dental technician's charge for dentures, partial dentures or repairs to dentures.
  - (c) The Management Committee may determine the contributor's payment towards the cost of any other dental treatment: Provided that no contributor shall be required to pay towards the cost of the treatment of dental caries or X-rays taken, as prescribed by the Fund's dental surgeon.
  - (d) The Fund shall, in consultation with a contributor, arrange an appointment with the dental surgeon for treatment and the employer shall be notified of the appointment. The employer shall pay the contributor for time lost by the contributor in attending the dental surgery for the purpose of keeping such appointment, up to a maximum of two hours in any week.
- (10) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be

administered by the Management Committee until it be either liquidated or transferred by the Council or Regional Chamber to any other fund constituted for the same purpose as that for which the original Fund was created: Provided that the Fund shall be liquidated by a person appointed by the Council or Regional Chamber unless an Agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid is entered into within 12 months of date of expiration of this Agreement.

- (11) In the event of dissolution of the Council or Regional Chamber, or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee shall continue to administer the Fund and the members of the Management Committee existing at the date on which the Council or Regional Chamber, as the case may be, ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however that any vacancy occurring on the Management Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Management Committee. In the event of such Management 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, he may appoint a trustee or trustees to carry out the duties of the Management Committee and who shall possess all the powers of the Management Committee for such purpose.

In the event of there being no Council or Regional Chamber in existence, the Fund shall be liquidated upon the expiration of this Agreement in the manner set forth in subclause (12), and if upon the expiration of the Agreement the affairs of the Council or Regional Chamber, as the case may be, have already been wound up and its assets distributed, the

balance of the Fund shall be distributed as provided for in Section 59(5) of the Act and the Council's Constitution as if it formed part of the general funds of the Council.

(12) Upon liquidation of the Fund in terms of subclause (10), 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 general funds of the Council or Regional Chamber.

(13) (a) An employer shall grant an employee who is absent from work through incapacity:

- (i) in the case of an employee who regularly works not more than five days a week, not less than 10 working days; or
- (ii) in the case of any other employee, not less than 12 working days;

sick leave in the aggregate on full pay during each period of 12 consecutive months commencing 1 July 1997 and on each July 1<sup>st</sup> thereafter, for which the employee is employed by him (hereinafter referred to as the 'sick leave cycle');

Provided that during the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who regularly works not more than five days in a week, one working day in respect of each completed period of five weeks of employment and, in the case of any other employee, one working day in respect of each completed month of employment. The sick leave cycle of such employees shall commence on the next July 1<sup>st</sup> so as to ensure a common Industry Anniversary date of 1 July for sick leave.



- (b) The amount to be paid in terms of paragraph (a) to an employee in respect of a day's sick leave on full pay shall not be less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.
- (c) An employer shall not be bound in terms of paragraph (a) to pay to an employee an amount in respect of any absence from work for a period covering more than two consecutive days, unless the employee produces a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity:

Provided that if an employee has during any period of up to eight weeks received payment in terms of paragraph (a) on two or more occasions without having produced such a certificate to his employer, his employer shall during the period of eight weeks immediately succeeding the last such occasion not be bound to pay the said amount to the employee in respect of any absence from work, unless he produces such a certificate.

- (d) Where an employer is by or under a provision of any law required to pay fees for hospital or medical treatment in respect of an employee and he pays such fees in respect of any incapacity of an employee, the employer may set off the amount so paid against any payment which he has to pay in terms of paragraph (a) to the employee in respect of sick leave because of such incapacity.
- (e) The provisions of paragraph (a) shall not apply in respect of any period of incapacity of an employee in respect of which the employer is by or under a provision of any law required to pay the employee an amount of not less than the equivalent of his wage.



(f) For the purpose of this subclause:

(i) any period during which an employee:

(aa) is on leave by virtue of clause 15;

(ab) is on sick leave by virtue of paragraph (a);

(ac) is absent from work on the instruction or at the request of his employer; or

(ad) is undergoing military training,

amounting in the aggregate in any sick leave cycle to not more than 30 weeks in respect of the periods referred to in sub-items (aa), (ab) and (ac), plus up to 12 months of any period of military training referred to in sub-item (ad) undergone in that sick leave cycle, shall be deemed to be employment with his employer;

(ii) any continuous employment which an employee has had with the same employer at the date from which the Minister declares this Agreement binding shall be taken into account, and any sick leave on full pay granted by the employer to that employee during that period of continuous employment shall be deemed to have been granted under this subclause: Provided that the provisions of this paragraph shall apply only to employees' exempted from the provisions of subclauses (1) to (12).

(g) For the purpose of this subclause-

- (i) the provision in paragraph (a) shall apply irrespective of whether or not an employee has exceeded the 30 days (or 36 days - as the case may be) under his incomplete 36-month cycle as at 30 June 1997 in terms of the previous agreement;
- (ii) any employee who had not been paid by his employer for sick leave taken since 1 July 1997 in terms of the previous agreement, shall be entitled to payment for those days up to a maximum of his new 10-day (or 12 days - as the case may be) entitlement in terms of this agreement;
- (iii) sick leave not taken in one year cannot be carried forward to the next year and the following year's paid leave of 10 days (or 12 days - as the case may be) may not be taken in advance. This, however, does not detract from an employee's right to unpaid sick leave when the 10 days (or 12 days - as the case may be) per year limit has been exceeded;
- (iv) all employees who have been certified as having an illness of 10 days or more (or 12 days - as the case may be) in any period of 36 consecutive months employment with an employer, commencing 1 July 1997 and ending on 30 June 2000, and on 1 July of every 36-month period thereafter, may apply to the Health Care Fund Management Committee referred to in subclause (2) for paid sick leave up to a maximum of 30 days (or 36 days, where more than five days per week are regularly worked), or any balance exceeding 10 days (or 12 days, as the case may be) and still remaining in such period of 36 months: provided that on receipt of such application, the Health Care Fund Management Committee may exercise its right to decide on the merits of the

application and rule whether or not the employer should pay for such extended sick leave. The provision is referred to as the "Serious Illness or Injury Provision";

- (v) employees and employers shall have the right to dispute a decision of payment or non-payment and they may use the dispute resolution procedures of the Bargaining Council to resolve same. These dispute procedures may be applied where an employee or employer objects to the ruling of the Health Care Fund Management Committee or where the Management Committee is unable to make a ruling for whatever reason.
- (vi) all parents employed in the Industry will be entitled to use all or part of their annual paid sick leave entitlement (10 or 12 days, as the case may be) in terms of this Agreement or the provisions of the Basic Conditions of Employment Act 1997 (Act No 75 of 1997), whichever may be applicable under the circumstances; for the purposes of caring for ill dependent children on condition that -
  - (aa) an ill dependent child must have been diagnosed and certified at a Health Care Facility of the Fund as seriously ill or injured and that the parent's presence is necessary during the period of the child's recovery or part thereof; and
  - (ab) prior appointment for consultation at a Health Care Facility of the Fund has been made or prior notification to the principal member's employer and/or where the principle member has reported to a Health Care Facility of the Fund:

Provided that the mere presence of the principal member with an ill child at a Health Care Facility of the Fund shall not automatically entitle such member to a certificate for sick leave payment. All certificates will be issued at the sole discretion of the Medical Officer or other professional staff of the Fund. In such cases, the Medical Officer or other professional staff of the Fund shall endorse the certificate with the appropriate wording determined by the Management Committee of the Fund.

Provided further that a principal member parent who presents a certificate for a child which has been issued by a Public Funded Hospital shall be eligible for benefits under this arrangement only in instances where the Fund's own professional staff have confirmed the diagnosis and requirements in terms of this provision.

For purposes hereof, a Public Funded Hospital shall mean any of those larger State Hospitals which usually provide a 24-hour service.

Provided also that employees in the Industry who fall within the jurisdiction of the Regional Chamber and who have been exempted from contributing to the Fund shall be entitled to attend a Health Care Fund facility of the Fund for purposes of obtaining the required certification in respect of an ill dependent child. Such an arrangement however, shall, not entitle the employee or his dependents to any medical attention.

- (14) **Indemnity:** The members of the Management Committee and their alternates shall not be liable for any loss to the Fund arising by any 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 by the Fund 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 such local representatives or by reason of any other matter or thing save individual willful or fraudulent wrongdoing on the part of such members or alternates or on the part of such local representatives who are sought to be made liable. Any such member or alternate and any such local representative 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 favour or in which he is acquitted.
- (15) **Millinery Industry (Cape):** The provisions of this clause shall *mutatis mutandis* apply to the employers and the employees subject to the Agreement for the Millinery Industry, Cape, published under Government Notice R. 1162 of 8 June 1979, or the corresponding provisions of any agreement superseding that Agreement.
- (16) The Management Committee shall decide from time to time upon the form and manner in which claims shall be lodged and benefits paid in terms of this clause.
- (17) This clause shall not apply to a casual employee.

## 27: TRADE UNION SUBSCRIPTIONS

- (1) An employer shall deduct trade union subscriptions and levies weekly from the remuneration of trade union members on their written

authorisation, other than where an exemption has been granted by the Council or Regional Chamber or by the Independent Exemptions Body: Provided such moneys have been determined in terms of the Union's Constitution. The employer shall forward such amounts so deducted to the Regional Secretary of the Regional Chamber, for transmission to the Union.

- (2) Each month the total amount of such deductions together with a list showing the names and service record card numbers of the employees and the amounts deducted each week for each employee shall be forwarded to the Regional Secretary of the Regional Chamber by no later than the fourteenth day of the month succeeding the month in which they were deducted.
- (3) Every employer must, in respect of each trade union member employed by him contribute towards the trade union bursary fund at the rate of 20c per week.
- (4) Every employer shall, in respect of each of his employees for whom contributions are paid in terms of clause 22 of this Agreement, contribute towards the trade union's HIV/AIDS project at the rate of 10c per week.
- (5) Each month the total sum representing trade union subscriptions of employees, bursary fund and HIV/AIDS project contributions by the employer shall be recorded in the manner specified in clause 22(2) of this Agreement and shall then be forwarded to the Regional Secretary of the Regional Chamber.

## **28: REGISTRATION OF EMPLOYERS**

- (1) Every employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall within seven days of the date on which this Agreement becomes binding on him furnish to the Regional Secretary of the Regional Chamber the particulars set out in the form and manner specified by the Regional Chamber.
- (2) In the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners, or if the employer is a company, in the name of its secretary or among its directors or managers or, if the employer is a close corporation, among its members, or in the event of the sequestration of the employer's estate or, if the employer is a company or close corporation, of the winding up of the company or close corporation, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, every employer shall furnish to the Regional Secretary of the Regional Chamber within seven days notice of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement by means of a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.

## **29: WAGE GUARANTEE**

- (1) (a) Every employer who enters the Industry after the date of coming into operation of this Agreement shall, within seven days of the date on which such employer commences operations in the Industry, lodge



with the Regional Chamber a guarantee acceptable to the Regional Chamber.

- (b) Every employer who entered the Industry prior to the date of coming into operation of this Agreement and who was required to lodge an acceptable wage guarantee with the Regional Chamber shall likewise and in the same manner lodge with the Regional Chamber a guarantee as specified in paragraph (a) hereof.
  - (c) Where the guarantee lodged by any employer in accordance with the provisions of any previous agreement is no longer valid, the employer concerned shall on demand by the Regional Chamber lodge with the Regional Chamber a fresh guarantee as specified in paragraph (a) hereof.
  - (d) Where any employer ceases operations in the Industry and subsequently resumes operations in the Industry, he shall be regarded as a new employer and shall likewise and in the same manner lodge with the Regional Chamber a guarantee as specified in paragraph (a) hereof.
  - (e) Notwithstanding the provisions of subclause (1) (a) of this clause, where any employer fails to pay levies/contributions due to the Regional Chamber and its funds for a period of two months or more within the periods specified, the employer concerned shall on demand by the Regional Chamber lodge with the Regional Chamber a guarantee as specified in paragraph (a) hereof.
- (2) (a) Where the guarantee lodged by an employer is deemed to be inadequate by the Regional Chamber, the employer shall on demand by the Regional Chamber increase the amount of such guarantee to an amount deemed adequate by the Regional Chamber.

- (b) An employer shall be permitted to reduce the amount of his guarantee where a reduction in the number of employees engaged by such employer warrants a deduction: Provided that no increase or reduction of the amount of any guarantee shall be required or permitted at intervals of less than six months.
- (3) The Regional Chamber shall be entitled to utilize any guarantee lodged by an employer with the Regional Chamber in terms of subclause (1) to pay any amount which may be due to the Regional Chamber by such employer in respect of levies and contributions or to pay any wages and/or leave pay which may be due to any one or more employees of such employer, where the Regional Chamber is satisfied that such wages and/or leave pay is due and payable to the employees concerned by the employer involved. Provided that the total claim in respect of any one or more employees shall not exceed the total amount of the guarantee lodged with the Regional Chamber.

### **30: MATERNITY LEAVE**

- (1) Subject to the provisions of this Agreement a female employee who -
    - (a) has continuously worked for the same employer for not less than one year; and
    - (b) whose employer has been continuously registered with the Regional Chamber for not less than one year;
- at the date of commencing her maternity leave shall be entitled to maternity leave not exceeding six months for any one pregnancy.

A female contributor who, has less than one year's continuous service with the same employer and whose employer has not been registered with the Regional Chamber, nor operating in the Industry, for less than one year, shall not qualify for the maternity leave set out in this subclause but shall instead be entitled to the maternity leave provisions as provided for in Section 25(1) of the Basic Conditions of Employment Act No. 75 of 1997 and all other provisions related to maternity leave in this clause shall apply to such employees.

(2) During the period of maternity leave all the rights and obligations that the employee and the employer may have under the employment contract shall be suspended and no benefit shall accrue to the employee during this period except that -

(a) provided she has complied with subclause (3)(a), (b), (c) and (d) hereunder, her service will be regarded as uninterrupted;

(b) the employer shall continue to pay - in the case of a Health Care Fund contributor, all Health Care Fund contributions as provided for in this Agreement of the Council and, in the case of a Provident Fund contributor, all Provident Fund contributions as provided for in the collective agreement of the Provident Fund of the Regional Chamber - in respect of himself and of any employee on maternity leave while such employee is on such leave until -

(i) the employee breaches the provisions of this Agreement by failing to notify her employer of her intended date of return to work as provided for in subclause (3)(b) below, unless good cause for such failure is shown; or

(ii) the employee breaches the provisions of this Agreement by failing to return to work on the date as provided for in

subclause 3(a) and (b) below, unless good cause for such failure is shown; or

- (iii) the employee returns to work;

whichever occurs first.

Provided that an employer shall not be required to make the contributions outlined in sub-clause (2)(b) above, for an employee who has worked for the same employer for less than one continuous year and whose employer has not been registered with the Regional Chamber, nor operating in the Industry for less than one year. Such employees shall, for the duration of their maternity leave, be entitled to utilise a Health Care Fund operated facility and shall also not be prejudiced with regard to any benefit to which they may be entitled to in terms of the Collective Agreement of the Provident Fund of the Regional Chamber.

- (3) At the end of the period of maternity leave the employee shall be entitled to resume her work in a position identical or similar, but not less favourable, to the one which she held prior to her taking maternity leave. This obligation on the employer to re-engage the employee shall be subject to and conditional upon the employee having complied with the following:

- (a) Completing a form as specified for such purpose by the Regional Chamber, at least one month before the date of commencement of her maternity leave: Provided that this requirement shall not apply in the event of the employee having to stop work, due to medical reasons, earlier than anticipated; and
- (b) notifying her employer at least four weeks prior to her intended date of return to work of her intention to so return to work by

- completing a form as specified for such purpose by the Regional Chamber, or by any other written notification, and forwarding such form or notice to her employer per registered mail or by delivering such notice or form to a responsible officer of the employer and obtaining a written acknowledgment of receipt thereof; and
- (c) returning to work and resuming her normal duties on the date stipulated in the form referred to in subclause 3(a), or by showing good cause why it was not possible to return to work on the stipulated date; and
  - (d) commencing her maternity leave not earlier than at 22 weeks of pregnancy and, returning to work within the six month period or, where the maternity leave period expires during the employer's annual leave period or the return day falls on a public holiday, by returning to work on the first working day after the annual leave period or the public holiday.
- (4) Subject to the provisions of this Agreement, no employer shall require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.
- (5) An employer shall be entitled to fill a position which has become vacant due to an employee having gone on maternity leave by employing another person on a fixed-term contract until the return of the employee from maternity leave. The fixed-term contract shall contain the provisions set out in the form specified for such purpose by the Regional Chamber, and shall be signed by both the employer and the temporary employee. The latter shall be remunerated at the wage prescribed in this Agreement for the class in which he is employed.

- (6) Although the contract of employment of an employee may be terminated if she fails to comply with the provisions of subclause 3(a), (b), (c) and (d) above, such termination will not in any way whatsoever change the temporary nature of the fixed-term contract of employment of any other employee who may have been employed to fill her position.

### **31: NEGOTIATION OF PROCEDURES AT INDIVIDUAL ESTABLISHMENTS**

- (1) An employer shall, at the request of the Trade Union, negotiate with the Trade Union at his establishment on procedures relating to-
- (a) grievances;
  - (b) discipline;
  - (c) retrenchment;
  - (d) health and Safety.
- (2) The negotiations referred to in subclause (1) shall commence within 15 working days of the date of receipt of any such request.
- (3) This clause shall not detract from the right of an employer to act in a fair manner relating to the above matters, in the absence of negotiated procedures. This clause equally shall not detract from the right of an employee to be treated in a fair manner.

### **32: ACCESS**

- (1) Trade Union officials shall be entitled to be granted reasonable access to establishments provided that prior permission, which shall not be unreasonably withheld is obtained from an official designated by the employer concerned.

- (2) If the designated official should be absent from the establishment for a period of four hours or longer the most senior official of the employer who may be present shall be deemed to be the designated official as from the beginning of the four-hour period.
- (3) Access shall be subject to any existing written access agreements signed by both the Trade Union and the individual employer concerned.

### **33: SHOP STEWARDS**

- (1) An employer shall recognise the right of the Trade Union to have shop stewards elected by its members at his establishment.
- (2) A shop steward recognition agreement at an establishment shall, on request by the Trade Union or the employer, be negotiated between the Trade Union and the employer. Negotiations shall commence within 15 working days of the date of receipt of such request.
- (3) Provided that an outline of each such training course has been lodged with Regional Chamber, and is available on request to any employer, shop stewards shall be entitled to four days' paid leave per annum per shop steward to attend shop stewards' training courses if such attendance falls within normal working hours.
- (4) In addition to the leave granted in (3) above, shop stewards shall be eligible for and have access to further paid leave to attend to trade union duties. This additional leave shall be calculated at five days per annum per shop steward. At each establishment this additional leave shall be pooled and the shop stewards shall be entitled to use the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit: Provided that in establishments employing five or fewer employees, the trade union shall give the employer ten days'



written notice of the activity for which it seeks time off in terms of this clause.

- (5) Shop stewards at all establishments shall be granted reasonable facilities to enable them to carry out their legitimate trade union duties, provided that prior permission, which shall not be unreasonably withheld, shall be obtained from management.

### **34: RETRENCHMENT BENEFITS**

- (1) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, unless the employer has been exempted from the provisions of this clause.
- (2) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer is not entitled to severance pay in terms of subclause (1).
- (3) The payment of severance pay in compliance with this clause shall not affect an employee's right to any other amount payable according to law.
- (4) If there is a dispute only about the entitlement to severance pay in terms of this clause, the employee may refer the dispute in writing to the Regional Chamber, if the parties to the dispute fall within the registered scope of the Regional Chamber.
- (5) An employee who refers the dispute to the Regional Chamber shall satisfy the Regional Chamber that a copy of the referral has been served on all the other parties to the dispute.

- (6) The Regional Chamber shall attempt to resolve the dispute through conciliation.
- (7) If the dispute remains unresolved, the employee may refer it to arbitration.

### **35: PATERNITY LEAVE**

Male employees, regardless of marital status, shall be entitled, subject to prior arrangement, to a maximum of three days' unpaid paternity leave per annum. The employer shall be entitled to require proof of paternity.

### **36. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT**

- (1) The Council or Regional Chamber 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 as if the provisions of this agreement has been breached then the following procedure shall apply to enforce compliance:
  - (a) The General Secretary or Regional Secretary or relevant official of the Council or Regional Chamber shall appoint a designated agent to investigate the alleged breach and / or refer the matter to the Regional Chamber's Disputes Committee.
  - (b) If, upon completion of the investigation the designated agent or Disputes Committee has reason to believe that this agreement has been breached, the agent or Disputes Committee may endeavour to secure compliance with the agreement through conciliation.

- (c) At the end of the conciliation process the designated agent or Disputes Committee shall submit a report to the Regional Secretary or relevant official of the Regional Chamber and/or the General Secretary of the Council as to the result of the investigation, the steps taken to secure compliance with this agreement through conciliation and the outcome thereof.
- (d) Upon receipt of the report, the Regional Secretary or relevant official of the Regional Chamber and/or the General Secretary of the Council may:
  - (i) require the designated agent to make further investigations;  
or
  - (ii) refer the matter to arbitration in terms of this agreement; or
  - (iii) take such other steps as may be deemed reasonable.
- (e) If the Regional Secretary or relevant official of the Regional Chamber and/or the General Secretary of the Council decides to refer the matter to arbitration, he must appoint an arbitrator to hear and determine the alleged breach of this agreement.
- (f) The arbitrator, in consultation with all the parties who may have a legal interest in the outcome of the arbitration, shall decide the date, time and venue of the arbitration hearing.
- (g) The Regional Secretary or relevant official of the Regional Chamber and/or the General Secretary of the Council shall serve notices of the date, time and venue of the arbitration on all the parties who may have a legal interest in the outcome of the arbitration.

(h) 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 of any other party;
- (iv) address concluding arguments to the arbitrator;
- (v) be represented by:
  - (aa) a legal practitioner; or
  - (ab) an office bearer or official of his registered trade union or employers organisation and, if the party is a juristic person, by a director or employee thereof.

(i) The arbitrator shall have the following powers:

- (i) to determine whether there has been a breach of the agreement;
- (ii) to make any appropriate award that gives effect to the collective agreement and ensures compliance therewith;
- (iii) to determine the appropriate form of and the procedure to be followed at the arbitration proceedings;
- (iv) to make any order as to costs that he deems appropriate and where the Act provides for such an order to be made

or for the Council or Regional Chamber to recover its costs of providing the arbitration service, provided that :

where the Council's or Regional Chamber's Disputes Committee or accredited conciliator has made an advisory award in terms of clause 37(3)(c) which is substantially the same as the award made by the arbitrator, the arbitrator shall make a costs order against the party concerned which shall, as a minimum, cover the Council's and/or Regional Chamber's cost of dealing with the dispute.

- (v) to make an award in the absence of a party who is alleged to have breached the agreement if -
  - (aa) the party fails to appear in person or be represented at the arbitration proceedings; and
  - (ab) proof is presented that such party has been notified of the proceedings. Notice of the arbitration proceedings shall be deemed to have been given if proof is presented that written notification has been forwarded to such party; and
  - (ac) prima facie evidence has been presented to the arbitrator that the party in question has failed to comply with this agreement.
- (vi) vary, rescind or amend any arbitration award made by him or any other arbitrator on good cause shown. Without limiting the generality hereof the arbitrator shall have this power if:

- (aa) the award was erroneously sought or erroneously made in the absence of any party effected by the award;
  - (ab) the award is ambiguous or contains an obvious error or omission, but only to the effect of that ambiguity, error or omission;
  - (ac) the award was granted as a result of a mistake common to the parties to the proceedings.
- (j) Any award made by the arbitrator together with any reasons shall be served on all interested parties by the Council or Regional Chamber.
  - (k) The General Secretary of the Council or Regional Secretary of the Regional Chamber may apply to make the arbitration award an order of the Labour Court in terms of Section 158(1) of the Labour Relations Act. This shall in no way limit the rights of any Party in terms of the Act, in the absence of a decision of the Council or Regional Chamber.

### **37: DISPUTE PROCEDURE**

#### **(1) Accreditation**

- (a) The Council must apply for accreditation for the purposes of dispute resolution as provided for in Section 127 of the Act.
- (b) In the event of the Council not being accredited for whatever reason, the Council or Regional Chamber must employ the

services of an accredited agency to perform the conciliation and arbitration services provided for herein.

**(2) Scope of Application**

(a) In this clause, "dispute" means any dispute which arises within the registered scope of the Council about a matter of mutual interest between:

(i) on the side:

(aa) one or more registered trade unions;

(ab) one or more employees; or

(ac) one or more registered trade unions and one or more employees; and

(ii) on the other side:

(aa) one or more registered employers' organisations;

(ab) one or more employers' or

(ac) one or more registered employers' organisations and one or more employers.

(b) For the purpose of this clause a party to the dispute includes any employer or employee engaged in activities within the Council's registered scope.

**(3) Referral and conciliation of disputes to and by the Council**

Disputing parties must seek to resolve any dispute between themselves as follows:



- (a) Any of the parties to the dispute may refer the dispute to the Council. Except for disputes which arise from negotiations for the purpose of reaching a collective agreement in the Council, all dispute referrals must be in writing setting out the nature of the dispute and the outcome sought. The party who refers the dispute to the Council or Regional Chamber shall satisfy it that a copy of the referral has been served on all the other parties to the dispute. The Council or Regional Chamber shall attempt to resolve the dispute through conciliation within 30 (thirty) days from the date of the Council or Regional Chamber receiving a written referral of the dispute: Provided that if the dispute arose from negotiations for the purpose of reaching a collective agreement in the Council, the Council shall attempt to resolve the dispute through conciliation within 30 (thirty) days from the date of the nature of the dispute first being minuted in the Council or Regional Chamber. The parties to the dispute may agree in writing to extend the 30 (thirty) day period.
- (b) Disputes about the interpretation, application or enforcement of this agreement or any collective agreement concluded in the Council shall be dealt with by the Council or Regional Chamber: Provided that unfair dismissal disputes shall be dealt with by the Regional Chamber.
- (c) The Council or Regional Chamber or any disputes committee and/or accredited conciliator appointed by it shall, during the conciliation proceedings, attempt to resolve the dispute, which may include:
  - (i) mediating the dispute, and/or appointing a conciliator from the panel to conciliate the dispute
  - (ii) conducting a fact finding exercise, and

- (iii) making a recommendation to the parties which may be in the form of an advisory arbitration award.
- (d) In the conciliation proceedings a party to the dispute may appear in person or be represented only by a member, an office-bearer or official of that party's registered trade union or registered employers' organisation and by a director or employee of that party.
- (e) When the conciliation has failed, or at the end of the 30 (thirty) day period, or any further period agreed between the parties in writing, the Regional Secretary of the Regional Chamber or General Secretary of the Council must issue a certificate stating whether or not the dispute has been resolved.

**(4) Adjudication of certain disputes by the Council**

- (a) If the dispute remains unresolved after conciliation, the Council or Regional Chamber shall -
  - (i) arbitrate the dispute if any party to the dispute has requested the Council or Regional Chamber in writing that it be resolved through arbitration and;
  - (aa) the dispute has been referred within 90 days after the date on which that dispute's certificate of outcome in conciliation was issued. However, the Council or Regional Chamber on good cause shown, may condone a party's non-observance of that timeframe and allow a request for arbitration filed by the party after the expiry of the 90-day period; or

- (ab) the Act requires arbitration; or
- (ac) the dispute relates to an unfair dismissal for which the Act permits the dispute to be referred to the Labour Court, save in respect of a dismissal which the employer alleges is:
  - (aA) based on the employer's operational requirements; or
  - (aB) for participating in or supporting or indicating an intention to participate in or support, a strike or protest action;
  - (aC) which must be dealt with in terms of paragraph (ii) below; or
  - (aD) the dispute relates to the interpretation or application of this collective agreement or any collective agreement concluded in the Council; or
  - (aE) all the parties to the dispute consent, in writing, to arbitration being conducted under the auspices of the Council or Regional Chamber in terms of sub-clause (6) below;
- (ii) subject to paragraph (a)(i)(ab) above, refer the dispute to the Labour Court if the Act requires the dispute to be referred to the Labour Court and any party to the dispute has requested the Council or Regional Chamber in writing to refer the dispute on its behalf to the Labour Court.

- (b) Parties shall not be entitled to refer the disputes identified in paragraphs (a)(i)(ab) and (a)(i)(ac) to the Labour Court or Labour Appeal Court.

**(5) Appointment of conciliation and arbitration panel**

- (a) The conciliator or arbitrator appointed must be selected from the panel appointed by the Council or Regional Chamber. An employee of the Council or Regional Chamber shall be eligible for appointment to the panel, provided that, should the Council or Regional Chamber have an interest in the dispute to be conciliated and/or arbitrated, employees of the Council or Regional Chamber will not be eligible to arbitrate the dispute.
- (b) The panel shall consist of at least six conciliators and/or arbitrators, and all parties to the Council shall attempt to reach agreement on the persons to be appointed to the Panel. In the event that the parties to the Council cannot agree on the appointment of some or all of the arbitrators, the following process shall be followed:
  - (i) the union parties to the Council shall prepare a list of nominees to fill the remaining vacancies on the Panel, and the employer parties to the Council shall do likewise;
  - (ii) the list prepared by the parties shall be exchanged, and each party shall rank the nominees of the other party in order of their preference;
  - (iii) in the event of the number of remaining vacancies being an even number, half of the vacancies shall be filled by appointing the nominees most preferred by the union

parties from the employer parties' list, and the remaining half by appointing the nominees most preferred by the employer parties from the union parties' list;

- (iv) in the event that the number of remaining vacancies is an odd number, then the appointments from the parties' list shall make up the number of vacancies less one, and the final vacancy shall be filled by inserting the names of the next most preferred nominee from each list into a hat, from which the General Secretary of the Council will draw the name of the remaining appointee.
- (c) Conciliators and/or arbitrators are to be appointed to the panel for a period of two years, after which period they may be re-appointed by agreement between all the parties to the Council. Should any or all of the persons not be re-appointed, all parties to the Council shall attempt to reach agreement on the persons to be appointed to the panel, failing which the remaining vacancies shall be filled according to the method described in paragraph (b) above.
- (d) Despite paragraph (c) above, the parties to the Council shall have the power, by unanimous agreement, to replace any conciliator and/or arbitrator(s) on the panel with another person(s).
- (e) Conciliations and arbitrations shall be allocated to persons on the panel on a rotational basis by the Regional Secretary of the Regional Chamber or General Secretary of the Council, unless the parties to the dispute agree upon a conciliator and/or arbitrator from the Panel.

**(6) Arbitrations**

- (a) The arbitrator, in consultation with the parties to the dispute, shall 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 14 days of the referral to arbitration by the Council or Regional Chamber.

- (b) The Regional Secretary of the Regional Chamber or General Secretary of the Council shall serve notices of the date, time and venue of the arbitration on the parties to the dispute.
- (c) Any party who has a legal interest in the arbitration may apply to the arbitrator to be allowed to intervene in the arbitration. Such intervention may be allowed by the arbitrator, who shall have the power to grant an adverse costs order against that party if such intervention is found by him to be frivolous or vexatious.
- (d) Subject to paragraph (f) below, any party who has a legal interest in the outcome of the arbitration and whose application in terms of paragraph (c) above has been granted by the arbitrator, shall have the right to:
- (i) give evidence;
  - (ii) call witnesses;
  - (iii) question the witnesses of any other party;
  - (iv) address concluding arguments to the arbitrator;

(v) be represented by:

(aa) a legal practitioner; or

(ab) an office-bearer or official of his registered trade union or registered employers organisation and, if the party is a juristic person, by a director or employee thereof.

Provided that if the dispute being arbitrated is about the fairness of a dismissal and the aggrieved employee has alleged that the reasons for the dismissal relates only to the employee's conduct or capacity, the parties are not entitled to be represented by a legal practitioner in the arbitration proceedings unless;

(aA) the arbitrator and all other parties consent: or

(aB) the arbitrator concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering -

(A) the nature of the questions of law raised by the dispute;

(B) the complexity of the dispute;

(C) the public interest; and

(D) the competence of the opposing parties or their representatives to deal with the arbitration of the dispute.



(e) The arbitrator shall have the following powers:

- (i) to arbitrate the dispute;
- (ii) to make any appropriate award;
- (iii) to determine the appropriate form of and the procedure to be followed at the arbitration proceedings;
- (iv) to make an order as to costs if a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner:

(aa) by proceeding with or defending the dispute in the arbitration proceedings;

(ab) in its conduct during the arbitration proceedings:

which costs order shall be limited to the amount of the Council's and/or Regional Chamber's cost of dealing with the dispute.

(v) to make an award in the absence of a party if:

(aa) the party fails to appear in person or be represented at the arbitration proceedings; and

(ab) proof is presented that such party has been notified of the proceedings. Notice of the arbitration proceeding shall be deemed to have been given if proof is presented that written notification has been forwarded to such party:

- (A) by registered mail to such party's last known address and 14 days have elapsed since such notification has been mailed; or
  - (B) by fax transmission to such party's last known fax number; or
  - (C) by hand delivery to such party's last known business or residential address; and
- (ac) *prima facie* evidence has been presented to justify such an award;
- (vi) vary, rescind or amend any arbitration award made by him, on good cause shown or of his own accord, and without limiting the generality hereof, the arbitrator shall have this power if:
- (aa) the award was erroneously sought or erroneously made in the absence of any party affected by the award;
  - (ab) the award is ambiguous or contains an obvious error or omission;
  - (ac) the award was granted as a result of a mistake common to the parties to the proceedings.
- (f) The arbitrator may conduct the arbitration in the manner the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.

- (g) In making the awards referred to in this clause the arbitrator shall be bound by:
  - (i) Labour Appeal Court precedents; and if there are none, by
  - (ii) Labour Court precedents.
- (h) Any award made by the arbitrator shall be final and binding on the parties to the dispute.
- (i) The Council or Regional Chamber shall serve the award, together with any reasons, on all interested parties.
- (j) Any party or the Regional Secretary of the Regional Chamber or General Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of Section 158(1) of the Act.
- (k) Except in paragraph (c) hereof, the parties to a dispute may agree in writing to amend or vary any of the provisions of subclause (6) hereof.
- (l) In addition to the rights of review provided for in the Arbitration Act 42 of 1965, any party to any arbitration in terms of this clause is entitled to the right of review to the Labour Court provided for in the Act.

**(7) Disputes involving non-parties to the Council**

- (a) If the Minister of Labour extends this collective agreement concluded in the Council to non-parties to the Council in terms of section 32 of the Act, then disputes involving non-parties to the Council or Regional Chamber shall be dealt with in terms of the

above disputes procedure provided the Council has been accredited in terms of the Act.

(b) If the collective agreement concluded in the Council or Regional Chamber is not extended to non-parties and provided the Council or Regional Chamber has been accredited in terms of the Act, then the following procedure shall apply:

(i) if a dispute is referred to the Council or Regional Chamber in terms of the Act and any party to that dispute is not a party to the Council, the Council or Regional Chamber shall attempt to resolve the dispute:

(aa) through conciliation; and

(ab) if the dispute remains unresolved after conciliation, the Council or Regional Chamber shall arbitrate the dispute if:

(A) the Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or

(B) all the parties to the dispute consent to arbitration under the auspices of the Council or Regional Chamber.

### **38 : INDUSTRY PROTECTION FUND**

(1) In terms of section 28(1)(g) of the Act, read with clause 3.6 and 3.7 of the Council's Constitution, a Fund to protect the fashion industry from further job losses and decline, which shall be known as the Fashion

Industry Protection Fund (hereinafter referred to as "the Fund") is hereby established.

- (2) The objects of the Fund shall be to provide financial support to campaigns and programmes engaged in by the Parties to the Regional Chamber, which programmes are aimed at protecting the industry in the Western Cape Sub-Chamber of the Cape Chamber of the Council, and jobs within it by improving its competitiveness in the fashion industry.
- (3) The Fund shall commence on 1 July 2001 and shall continue to operate until such date as the Regional Chamber and the Parties thereto may decide.
- (4) Every employer shall, each week, deduct from the wages of each of his employees for whom wages are prescribed in this Agreement, an amount of 12 cents.
- (5) An employer shall, in respect of each employee from whose wages deductions are made in terms of sub-clause (4), contribute an amount of 13 cents per week.
- (6) The total sum representing the employer's contributions and the employees' contributions shall be forwarded monthly by the employer to the Regional Secretary of the Regional Chamber, by not later than the 14th day of each month following the month to which such contributions relate in the form and manner specified in clause 22(2) of this Agreement.
- (7) The monies collected by the Regional Chamber shall be paid monthly by the Regional Chamber into a bank account styled "Fashion Industry Protection Fund" opened by the Regional Chamber for the purpose of receiving these funds and for disbursing them for the purpose for which they are intended.

This account will be administered by the Regional Chamber.

- (8) The monies collected shall be used by the Regional Chamber to finance the following *bona fide* strategies in pursuit of the objects of the Fund as set out in sub-clause (2) -

- (a) 'Buy Local' campaigns;
- (b) Combating customs fraud and illegal imports.

or for such other strategies that meet the objectives of the Fund.

- (9) During the period of operation of the Fund, should the Southern African Clothing & Textile Workers' Union (SACTWU) and/or the Cape Clothing Association (CCA) become or wish to become engaged in additional strategies or *bona fide* activities in pursuit of the objectives of the Fund other than those specified in sub-clause (8), they may apply in writing to the Regional Chamber for the activities in question to be recognised by the Regional Chamber as an authorised strategy or activity which can be financed in terms of the Fund's provisions. The decision as to whether to recognise the strategy or activity in question shall be at the sole discretion of the Regional Chamber and shall be recorded as a resolution of the Regional Chamber and subject to approval by the Registrar : Labour.

- (10) The Fund's monies shall be used to meet all reasonable expenses incurred in pursuit of the authorised activities in regard to the strategies referred to above and may not be used for any unauthorised purpose or activity.

- (11) If SACTWU or the CCA is in doubt about whether contemplated expenditure of the Fund's monies qualifies as expenditure on an

authorised activity, SACTWU or the CCA, as the case may be, may request confirmation in advance by the Regional Chamber in this regard.

- (12) No monies of the Fund shall be disbursed by the Regional Chamber until the Fund has been established by this agreement and SACTWU, the CCA and the Regional Chamber have signed a written agreement, acceptable to the Registrar : Labour, to secure compliance with the provisions of the Fund as set out herein.
- (13) Any interest that is earned on Fund monies at any time shall be used for the benefit of the activities and purposes authorised in terms of the Fund.
- (14) SACTWU and the CCA shall, annually, by the second month of the Regional Chamber's financial year, provide the Regional Chamber with a financial plan of how the funds will be utilised towards achieving the objectives of the Fund. The plan will be submitted to the Regional Chamber for approval.
- (15) Expenditure incurred by the Parties will be paid by the Fund against invoices or vouchers submitted to the Regional Secretary of the Regional Chamber, provided he is satisfied that the expenditure:
  - (a) is in terms of the approved plan;
  - (b) is clearly classified by strategy, activity and the nature of the expense; and
  - (c) has been authorised by the Regional Organising Secretary or National Organising Secretary of SACTWU, or the Executive Director of the CCA.



Should the Regional Secretary of the Regional Chamber deem it necessary, such approved expenditure will be presented to the Regional Chamber for approval prior to payment.

- (16) Any expenses that have been incurred by SACTWU or the CCA for unauthorised purposes or activities and which have been paid or reimbursed to SACTWU or the CCA, may be recovered by the Regional Chamber from SACTWU or the CCA, as the case may be.
- (17) The Regional Secretary of the Regional Chamber shall be obliged to account to the Regional Chamber every two months in relation to income and expenditure of the Fund. This accounting to Regional Chamber shall include, but not be limited to, providing a schedule summarising the expenses incurred on authorised activities in pursuance of the objects of the Fund and in respect of which payment is claimed.
- (18) SACTWU and the CCA shall be obliged to report back to the Regional Chamber every two months after the establishment of the Fund on the activities undertaken by their organisation in pursuance of the objects of the Fund.
- (19) In the event that there is a disagreement between the Parties as to whether any activity or expenditure or proposed activity expenditure falls within the objects of the Fund, either party may refer a dispute in this regard for conciliation in terms of clause 15.5 of the Council's Constitution and, if it remains unresolved after conciliation, the proposing party may request the Regional Chamber in writing that the dispute be resolved through arbitration in accordance with clause 15.4.2.1.2 of the Council's Constitution.
- (20) Each party to this agreement has a pre-emptive right to require all undertakings or commitments between the parties, not only those referred to in this resolution, to be reduced to writing.

**39 : TRADE UNION CAPACITY BUILDING FUND**

- (1) A Trade Union Capacity Building Fund, hereinafter referred to as "the Fund" is hereby established.
- (2) The Fund shall be administered by the Regional Chamber, or its successor in name and title, for and on behalf of the union and its members in terms of the rules of the Fund as approved by the Registrar : Labour.
- (3) Every employer shall, in respect of each employee for whom wages are prescribed in the Council's Main, Knitting Division and Country Areas Collective Agreements for the Western Cape Region, contribute an amount of 25 cents per week.
- (4) The total sum representing the employer's contributions shall be forwarded monthly by the employer to the Regional Secretary of the Regional Chamber, by not later than the 14th day of each month following the month to which such contributions relate in the form and manner specified in clause 22(2) of this Agreement.
- (5) All monies received by the Regional Chamber for and on behalf of the Fund, shall be paid monthly by the Regional Chamber into a banking account styled, the "Trade Union Capacity Building Fund" opened and administered by the Regional Chamber for the purpose of reimbursing it to the Union in terms of the rules of the Fund.
- (6) Monies in the Fund's banking account not required to meet the current reimbursements may be invested by the Regional Chamber as per the requirements of the Act.

- (7) Any interest that is earned on Fund monies shall accrue to the Fund and be used in terms of the rules of the Fund.
- (8) The accounts of the Fund shall be annually audited in terms of generally accepted auditing standards by the Council's auditors.
- (9) The Regional Secretary of the Regional Chamber shall report to the Regional Chamber on a quarterly basis on all expenditure of the Fund, including, but not limited to providing a schedule detailing the income collected and authorized reimbursements made to the Union and matters incidental thereto as may be requested by the Regional Chamber from time to time. The Union shall provide the Regional Secretary of the Regional Chamber, on a monthly basis, with the details of the expenditure incurred in this regard.
- (10) The audited annual financial statements of the Fund shall be signed by the Chairperson and Regional Secretary of the Regional Chamber and a relevant Union official and be submitted to the Department of Labour as per the requirements of the Act or any other regulations and conditions that may be set by the Registrar : Labour upon approval of the Fund's rules, or from time to time.

#### **40 : COLLECTIVE BARGAINING/DISPUTE RESOLUTION LEVY**

- (1) The parties to this agreement recognise that the Cape Clothing Association ("the CCA") is the majority employers' organisation in the region covered by the Western Cape Sub-Chamber of the National Bargaining Council for the clothing manufacturing industry ("the region"), that it incurs significant expenses during annual collective bargaining and by participating in dispute resolution, and that employers who are not its members derive a benefit from these activities without contributing to the cost thereof. Accordingly the parties agree that every employer in the

region, who is subject to this agreement, shall pay a monthly fee in an amount calculated in terms of sub clause (2) hereunder, on the following basis -

- (a) every employer that belongs to the CCA shall pay its membership fee directly to the CCA;
  - (b) every employer that does not belong to the CCA shall pay a monthly levy equal to the membership fee, that the employer would have paid if it were a member of the CCA, to the Regional Secretary of the Regional Chamber on or before the 14<sup>th</sup> day of each month, together with a breakdown of the amount so paid.
- (2) The amount of the monthly levy shall be as determined at a the general meeting of the CCA from time to time, which shall be identical to the monthly membership fee for ordinary members of the CCA.
- (3) The Regional Secretary of the Regional Chamber shall deposit all monies received in terms of this clause into a separate, dedicated banking account in the name of the "CCA levy account".
- (4) The Regional Chamber shall disburse monies from the account to the CCA on receipt of acceptable proof by the CCA of disbursements incurred by it as contemplated by clause 5 below.
- (5) The monies received in terms of the provisions of this clause may be used only for expenditure incurred by the CCA in respect of:
- (a) collective bargaining; and
  - (b) dispute resolution,
- and may not be:

- (c) paid to a political party as an affiliation fee; or
  - (d) contributed in cash or kind to a political party or a person standing for election to any political office.
- (6) The CCA shall arrange for an annual audit of the "CCA levy account" within six months of its financial year by an auditor who:
  - (a) shall be independent;
  - (b) shall conduct the audit in accordance with generally accepted auditing standards;
  - (c) shall report in writing to the CCA and to the Regional Chamber expressing an opinion as to whether or not the CCA has complied with the provisions of its constitution relating to financial matters and the provisions of sub clause (5).
- (7) Any person may inspect the auditor's report submitted to the Regional Chamber in terms of sub clause (6) at the Regional Chamber's offices at Industria House, 350 Victoria Road, Salt River, Cape Town.
- (8) The Regional Chamber shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.
- (9) The Regional Chamber's exemption committee may on application from an employer who conscientiously objects to associating with persons other than those who share his religious beliefs or who shows good cause, grant an exemption from the provisions of this clause.
- (10) Any dispute about the application, enforcement, or interpretation of the provisions of this clause shall be referred to a conciliator and arbitrator

agreed on by the parties to the dispute. Provided that if no agreement is reached within 30 days of the lodging of the dispute, the conciliator and arbitrator shall be appointed by the Regional Chamber from its list of accredited conciliators / arbitrators.

- (11) No payment of levies by non-members shall be made in terms of this clause for any period that the CCA does not represent the employers who employ the majority of employees in the region for whom wages are prescribed in this agreement. The Regional Chamber shall forthwith inform all concerned if this should occur.
- (12) Despite the fact that this clause may have ceased to be operative or that the CCA may have lost its majority, the funds in the "CCA levy account" may continue to be disbursed until they have been exhausted.

**SIGNED AT SALT RIVER ON THIS 18<sup>th</sup> DAY OF SEPTEMBER 2002**



.....  
**C O JEFTHA**  
**CHAIRPERSON**



.....  
**M W SIDDONS**  
**VICE-CHAIRPERSON**



.....  
**W A ROBERTS**  
**ACTING GENERAL SECRETARY**

**PART 2 OF 2 STARTS ON PAGE 169**