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**GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS**

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 1008

19 September 2008

A

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING
MANUFACTURING INDUSTRY: NATIONAL MAIN COLLECTIVE
AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 583 of 30 May 2008 with effect from 22 September 2008.

**M M S MDLADLANA
MINISTER OF LABOUR**

No. R. 1008

19 September 2008

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWING

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIE
VERVAARDIGINGSNYWERHEID : NASIONALE HOOF KOLLEKTIEWE
OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32(7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 583 van 30 May 2008 in, met ingang van 22 September 2008.

**M M S MDLADLANA
MINISTER VAN ARBEID**

No. R. 1009

19 September 2008

B**LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING
MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES
OF NATIONAL MAIN COLLECTIVE RE-ENACTING AND AMENDING
AGREEMENT**

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 22 September 2008 and for the period ending 31 August 2012.

**M M S MDLADLANA
MINISTER OF LABOUR**

No. R. 1009

19 September 2008

C**WET OP ARBEIDSVERHOUDINGE, 1995****NASIONALE BEDINGINGSRAAD VIR DIE KLERASIE
VERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN
NASIONALE HOOF KOLLEKTIEWE HERBEKRAGTIGING –
EN WYSIGINGSOOREENKOMS**

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 22 September 2008 en vir die tydperk wat op 31 Augustus 2012 eindig.

M M S MDLADLANA
MINISTER VAN ARBEID

SCHEDULE

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING
MANUFACTURING INDUSTRY
NATIONAL MAIN COLLECTIVE AGREEMENT**

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

Cape Clothing Manufacturers' Association

Consolidated Association of Employers of Southern Africa Region

Eastern Province Clothing Manufacturers' Association

Free State and Northern Cape Clothing Manufacturers' Association

Natal Clothing Manufacturers' Association

Transvaal Clothing Manufacturers' 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 the parties to the National Bargaining Council for the Clothing Manufacturing
Industry,

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Clothing Manufacturing Industry in all areas of the Republic of South Africa as individually provided for in each of the following Parts:

Part A Provisions for the Eastern Cape Region

Part B Provisions for the Free State and Northern Cape Region

Part C Provisions for the KwaZulu-Natal Region

Part D Provisions for the Northern Region (Clothing)

Part E Provisions for the Northern Region (Knitting)

Part F Provisions for the Western Cape Region (Clothing)

Part G Provisions for the Western Cape Region (Country Areas)

Part H Provisions for the Western Cape Region (Knitting)

Part I Provisions for the Non-Metro Areas

- (b) by the employers and employees in the Clothing Industry who are members of the employers' organisations and the trade union, respectively.

- (2) Clauses 1 (1) (b) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and the trade union respectively.

2. PERIOD OF OPERATION OF THIS AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 (2) of the Act, and shall remain in force until 31 August 2012. This Agreement shall bind the Parties and their members and shall remain effective beyond the expiry date determined by the Minister or until the Parties agree otherwise.

3. SPECIAL PROVISIONS

The provisions contained in clauses 11.1(1) and (5), 14.4B and 14.6(5) of Part A; clauses 19B, 23A(1) and (5) and 34(5) of Part B; clauses 4(5), 23B, 27(1) and (4) and 38(5) of Part C; clauses 19B, 22(5), 25(1) and 26A(1) and (2) of Part D; clauses 13A(1) and (2), 16B and 28(5) of Part E; clauses 11(4)(b), 14(1) and (5), 19B, 26(13)(a) to 26(13)(g)(v) and 37(5) of Part F; clauses 11(4)(b), 14(1) and (5), 19B, 26(13)(a) to 26(13)(g)(v) and 37(5) of Part G; clauses 11(4)(b), 14(1) and (5), 19B, 26(13)(a) to 26(13)(g)(v) and 37(5) of Part H and clause 34 (5) of Part I of the Agreement published under Government Notices Nos. R. 1154 of 15 December 2005, R. 884 of 8 September 2006, R. 1079 of 3 November 2006, R. 844 of 14 September 2007, R. 1053 of 9 November 2007 and R. 583 of 30 May 2008 (hereinafter referred to as the "Former Agreement"), as further amended, extended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 10, 11.1(2) to (4), 11.2 to 14.4A, 14.5 to 14.6(4), and 14.6(6) to 18 of Part A; clauses 3 to 19A, 20 to 22, 23A(2) to (4), 23B to 34(4) and 34(6) to 38 of Part B; clauses 3 to 4(4), 4(6) to 23A, 24 to 26, 27(2) and (3), 27(5) to 38(4) and 38(6) to 41 of Part C; clauses 3 to 19A, 20 to 22(4), 22(6) to 24, 25(2) to (12) and 26A(3) to 29 of Part D; clauses 3 to 12, 13A(3) to 16A, 17 to 28(4) and 28(6) to 33 of Part E; clauses 3 to 11(4)(a), 11(5) to 13, 14(2) to (4), 15 to 19A, 20 to 26(12), 26(13)(g)(vi) to 37(4) and 37(6) to 45 of Part F; clauses 3 to 11(4)(a), 11(5) to 13, 14(2) to (4), 15 to 19A, 20 to 26(12), 26(13)(g)(vi) to 37 (4) and 37(6) to 45 of Part G; clauses 3 to 11(4)(a), 11(5) to 13, 14(2) to (4), 15 to 19A, 20 to 26 (12), 26(13)(g)(vi), to 37(4) and 37(6) to 45 of Part H; clauses 3 to 34(4) and 34(6) to 42 of Part I of the Former Agreement (as further amended, extended and re-enacted from time to time), shall apply to employers and employees.”.

5. PART A OF THE FORMER AGREEMENT: PROVISIONS FOR THE EASTERN CAPE REGION

1. In clause 6.1(1), substitute the existing wage schedule with the following new wage schedule (for clothing establishments):

		Wage per week
		R
(a)	Foreman	1,074.00
(b)	Designer:	
	(i) Qualified:	1,368.50
	(ii) Learners:	
	first six months of experience	467.00
	second six months of experience	543.50
	third six months of experience	651.00
	fourth six months of experience	725.00
	fifth six months of experience	806.50

		Wage per week
		R
	sixth six months of experience	874.50
	seventh six months of experience	952.00
	eighth six months of experience	1,028.50
	next four months of experience	1,091.00
	Thereafter, the wage specified in (b)(i) i.e.	1,368.50
(c)	Grader:	
	(i) Qualified:	983.00
	(ii) Learners:	
	first six months of experience	462.50
	second six months of experience	503.50
	third six months of experience	547.50
	fourth six months of experience	574.00
	fifth six months of experience	663.50
	sixth six months of experience	710.50
	seventh six months of experience	749.50
	eighth six months of experience	787.50
	next four months of experience	838.00
	Thereafter, the wage specified in (c)(i) i.e.	983.00
(d)	Marker-in:	
	(i) Qualified:	749.50
	(ii) Learners:	
	first six months of experience	462.50
	second six months of experience	495.50
	third six months of experience	529.00
	fourth six months of experience	564.00
	next four months of experience	630.50
	Thereafter, the wage specified in (d)(i) i.e.	749.50
(e)	Band-knife cutter:	
	Qualified	749.50
Note: Subject to the availability of a band knife, only a qualified cutter-out shall progress to this class of employee		
(f)	Cutter-out:	
	(i) Qualified:	662.50
	(ii) Learners:	
	first six months of experience	462.50
	second six months of experience	485.00
	third six months of experience	500.50
	fourth six months of experience	518.50
	next four months of experience	541.00
	Thereafter, the wage specified in (f)(i) i.e.	662.50
(g)	Layer-up:	

			Wage per week
			R
	(i)	Qualified:	519.00
	(ii)	Learners:	
		first six months of experience	462.50
		second six months of experience	473.00
		third six months of experience	481.00
		next four months of experience	488.50
		Thereafter, the wage specified in (g)(i) i.e.	519.00
(h) Specialised presser:			
	(i)	Qualified:	722.50
	(ii)	Learners:	
		first six months of experience	462.50
		second six months of experience	482.00
		third six months of experience	499.00
		fourth six months of experience	518.50
		fifth six months of experience	539.50
		sixth six months of experience	557.50
		seventh six months of experience	610.00
		eighth six months of experience	632.00
		next four months of experience	646.00
		Thereafter, the wage specified in (h)(i) i.e.	722.50
(i) Examiner:			
	(i)	Qualified:	618.50
	(ii)	Learners:	
		first six months of experience	518.50
		Thereafter, the wage specified in (i)(i) i.e.	618.50
(j)(a) Machinist			
	(i)	Qualified:	606.50
	(ii)	Learners:	
		first six months of experience	462.50
		second six months of experience	473.50
		third six months of experience	487.50
		Thereafter, the wage specified in (j) (a) (i) i.e.	606.50
AND			
(j)(b) Presser, trimmer, factory clerk, embroidery machinist and cloakroom attendant:			
	(i)	Qualified:	606.50
	(ii)	Learners:	

		Wage per week
		R
	first six months of experience	462.50
	second six months of experience	473.50
	third six months of experience	487.50
	fourth six months of experience	504.00
	Next four months of experience	517.00
	Thereafter, the wage specified in (j)(b)(i) i.e.	606.50
(k)	Progress examiner:	
	(i) Qualified:	613.00
	(ii) Learners:	
	first six months of experience	486.00
	Thereafter, the wage specified in (j)(i) i.e.	613.00
(l)	Despatcher:	
	(i) Qualified:	580.50
	(ii) Learners:	
	first six months of experience	490.00
	Thereafter, the wage specified in (l)(i) i.e.	580.50
(m)	Checker in the Knitting section:	
	(i) Qualified:	516.00
	(ii) Leaners:	
	first six months of experience	462.50
	second six months of experience	473.00
	third six months of experience	485.00
	Thereafter, the wage specified in (m)(i) i.e.	516.00
(n)	General Worker:	
	(i) Qualified:	500.00
	(ii) Learners:	
	first six months of experience	462.50
	second six months of experience	473.00
	Thereafter, the wage specified in (n)(i) i.e.	500.00
(o)	Steambox pleater:	
	(i) Qualified:	589.50
	(ii) Learners:	
	first six months of experience	462.50
	second six months of experience	484.00
	third six months of experience	499.00
	next four months of experience	518.00
	Thereafter, the wage specified in (o)(i) i.e.	589.50
(p)	Plain sewer:	
	(i) Qualified:	518.00

		Wage per week
		R
(ii)	Learners:	
	first six months of experience	462.50
	second six months of experience	468.00
	third six months of experience	473.50
	fourth six months of experience	481.00
	next four months of experience	490.00
	Thereafter, the wage specified in (p)(i) i.e.	518.00
(q)	General assistant	566.50
(r)	Cleaner	504.00
(s)	Tea maker	504.00
(t)	Watchman	613.00
(u)	Motor vehicle driver:	
(i)	(aa) does not exceed 453 kg	611.00
	(ab) exceeds 453 kg but does not exceed 2 722 kg	657.50
	(ac) exceeds 2 722 kg but does not exceed 4 536 kg	726.50
	(ad) exceeds 4 536 kg	850.00
(ii)	Part-time driver of a motor vehicle	567.00
(v)	Clicker:	
(i)	Qualified:	992.00
(ii)	Learners:	
	first six months of experience	462.50
	second six months of experience	500.50
	third six months of experience	541.50
	fourth six months of experience	612.00
	fifth six months of experience	658.00
	sixth six months of experience	694.00
	seventh six months of experience	736.00
	eighth six months of experience	775.00
	next four months of experience	817.00
	Thereafter, the wage specified in (v)(i) i.e.	992.00
(w)	Beader	618.50
(x)	Chlorinator	556.50
(y)	Componder	658.00
(z)	Dipper	
(i)	Qualified:	
	Category A	658.00
	Category B	673.00
	Category C	695.00
(ii)	Learners:	
	first six months of experience to Category A	501.00
	first six months of experience to Category B	658.00
	first six months of experience to Category C	673.00

		Wage per week
		R
(aa)	Glove turner	798.50
(ab)	Mouldmaker	632.50
(ac)	Packer	531.50
(ad)	Quality product co-ordinator	835.00
	A supervisor shall be paid the qualified rate applicable to the employees being supervised, plus 33 ¹ / ₃ per cent:	
(ae)	Provided that-	
	(i) a trainee supervisor shall serve a probationary period not exceeding six months and shall be paid the qualified rate applicable to the employees being supervised, plus 10 per cent	
	(ii) a trainee supervisor, who is not considered suitable for promotion after completion of the probationary period, shall return to his former position at his former wage.	

2. In clause 6.1(1), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 18."

3. In clause 6.1(2), substitute the existing wage schedule with the following new wage schedule (for garment knitting establishments):

		Wage per week
Part A - Cutting Department		
Pattern Maker:		
(a)	Qualified	1,154.50
(b)	Learner	
	First year	
	First six months of experience	646.50
	Second six months of experience	714.00
	Second year	
	First six months of experience	781.50
	Second six months of experience	853.50
	Third year	

			Wage per week
		First six months of experience	930.00
		Next four months of experience	1,004.50
		Thereafter, the wage specified in (a), i.e.	1,154.50
Pattern Grader			
(a)		Qualified	931.50
(b)		Learner	
		First year	
		First six months of experience	609.00
		Second six months of experience	646.50
		Second year	
		First six months of experience	685.00
		Second six months of experience	733.50
		Third year	
		First six months of experience	781.50
		Next four months of experience	832.00
		Thereafter, the wage specified in (a), i.e.	931.50
Football Jersey Cutter			
(a)		Qualified	647.50
(b)		Learner	
		First year	
		First six months of experience	486.00
		Second six months of experience	515.00
		Second year	
		First six months of experience	542.50
		Second six months of experience	571.50
		Third year	
		Next four months of experience	599.00
		Thereafter, the wage specified in (a), i.e.	647.50
Layer-up			
(a)		Qualified	558.00
(b)		Learner	
		First year	
		First six months of experience	470.00
		Second six months of experience	486.00
		Second year	
		First six months of experience	508.00
		Thereafter, the wage specified in (a), i.e.	558.00
Part B - Factory Operatives			
Grade A employee:			
(a)		Qualified	714.00
(b)		Learner	
		First year	
		First six months of experience	502.50
		Second six months of experience	541.50

			Wage per week
		Second year	
		First six months of experience	578.50
		Second six months of experience	608.50
		Third year	
		Next four months of experience	647.50
		Thereafter, the wage specified in (a), i.e.	714.00
Grade B employee:			
(a)		Qualified	714.00
(b)		Learner	
		First year	
		First six months of experience	495.00
		Second six months of experience	520.50
		Second year	
		First six months of experience	547.00
		Thereafter, the wage specified in (a), i.e.	610.00
(c)		If advanced to Grade A employee:	
		First six months from date of advancement	610.00
		Second six months from date of advancement	628.00
		Third six months from date of advancement	647.50
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	714.00
Grade C employee:			
(a)		Qualified	541.50
(b)		Learner	
		First year	
		First six months of experience	485.00
		Second six months of experience	499.50
		Thereafter, the wage specified in (a), i.e.	541.50
(c)		If advanced to Grade B employee:	
		First six months from date of advancement	541.50
		Second six months from date of advancement	547.00
		Thereafter, the wage specified for a qualified Grade B employee, i.e.	610.00
Part C - Clerical employees			
Clerk			
(a)		Qualified	786.00
(b)		Learner	
		First year	580.00
		Second year	630.50
		Third year	
		Next four months of experience	689.00
		Thereafter, the wage specified in (a), i.e.	786.00
Factory Clerk			
(a)		Qualified	591.00

			Wage per week
(b)	Learner		
	First year		470.00
	Second year		501.00
	Third year		
	Next four months of experience		541.50
	Thereafter, the wage specified in (a), i.e.		591.00
Part D - General			
Boiler attendant			560.50
Despatch packer			578.50
General Worker			541.50
Labourer			547.00
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		578.50
(b)	exceeds 1 360 but not 2 720 kg		600.50
(c)	exceeds 2 720 kg		685.00
Supervisor, quality controller and instructor			733.50
Traveller's driver			600.50
Watchman or caretaker, whose ordinary hours of work are -			
(a)	less than 60 hours per week		624.50
(b)	60 hours per week		655.00

4. In clause 6.1(2), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 18."
5. In clause 6.1(3), substitute the year "2008" for the year "2007" wherever it appears.
6. In clause 6.3(2), substitute the expression "1 September 2008" for the expression "1 September 2007".

7. In clause 11.3, insert the following new sub-clause (3):

“(3) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards’ own time and dealt with in a manner that is not disruptive to production.”

8. In clause 12.2, substitute the expression “23 cents per week” for the expression “21 cents per week”.

9. In clause 12.4, substitute the expression “35 cents per week” for the expression “32 cents per week”.

10. In clause 14.1, insert the following new paragraph above the existing first paragraph:

“The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution.”

11. In sub-clause 14.1 (1), substitute the expression “An amount equal to 0.23% of each employee’s wages per week, calculated at the qualified machinist rate of pay, payable by means of a deduction from the employee’s wages” for the expression “R1,30 shall be deducted every week by each employer from the wages of each of his employees”.

12. In sub-clause 14.1 (2), substitute the expression "amount equal to 0, 23% of each employee's wages per week, calculated at the qualified machinist rate of pay, payable by the employer" for the expression "amount of R1,37 per week".
13. In clause 15(1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".
14. In clause 18, substitute the existing sub-clauses (1), (2), (3), (4) and (5) with the new Clause contained in Annexure B.
15. Insert the new clause 19: "INDUSTRY PROTECTION FUND" contained in Annexure C.
16. Insert the following new clause 20:

"CLAUSE 20 : HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment
as set out in Annexure A to this agreement shall be policy in the industry. "

17. Insert the new clause 21: "CONTRACT EMPLOYEES" contained in Annexure D.

6. PART B OF THE FORMER AGREEMENT: PROVISIONS FOR THE FREE STATE AND NORTHERN CAPE REGION

1. In clause 4(1), substitute the existing wage schedule with the following new wage schedule:

		Wage per week
		R
A. ALL AREAS		
(i)	(a) Foreman:	1785.00
	(b) Supervisor/Quality Controller:	
	(i) Qualified:	729.50
	(ii) Learners:	
	first six months of experience	501.00
	second six months of experience	598.00
	Thereafter, the wage specified in (b)(i) i.e.	729.50
	(c) Cloakroom Supervisor/Watchman:	508.00
	(d) Mechanic:	1674.50
	(e) Unqualified Mechanic:	624.00
	(f) Watchman:	507.50
	(g) Labourer:	397.00
	(h) Boiler attendant:	436.50
(ii)	Pattern Grader:	
	(i) Qualified:	945.50
	(ii) Learners:	
	first six months of experience	365.00
	second six months of experience	437.50
	third six months of experience	509.50
	fourth six months of experience	583.50
	fifth six months of experience	655.00
	sixth six months of experience	727.00
	seventh six months of experience	799.50
	eighth six months of experience	871.50
	Thereafter, the wage specified in (ii)(i) i.e.	945.50
(iii)	Marker-In:	
	(i) Qualified:	729.50
	(ii) Learners:	
	first six months of experience	365.00
	second six months of experience	409.50
	third six months of experience	457.50
	fourth six months of experience	502.00
	fifth six months of experience	548.00
	sixth six months of experience	592.50
	seventh six months of experience	638.50
	eighth six months of experience	683.00
	Thereafter, the wage specified in (iii)(i) i.e.	729.50
(iv)	Shaper & Chopper-out, other than an interlining and/or trimming chopper-out	

		Wage per week
		R
	(i) Qualified:	585.00
	(ii) Learners:	
	first six months of experience	347.00
	second six months of experience	387.00
	third six months of experience	427.50
	fourth six months of experience	466.00
	fifth six months of experience	505.50
	sixth six months of experience	545.00
	Thereafter, the wage specified in (iv)(i) i.e.	585.00
(v)	Checker, Examiner and/or Passer:	
	(i) Qualified:	507.50
	(ii) Learners:	
	first six months of experience	347.00
	second six months of experience	387.00
	third six months of experience	427.50
	fourth six months of experience	466.50
	Thereafter, the wage specified in (v)(i) i.e.	507.50
(vi)	(a) Invoice Clerk:	
	(i) Qualified:	729.50
	(ii) Learners:	
	first six months of experience	525.50
	Thereafter, the wage specified in (vi)(a)(i) i.e.	729.50
	(b) Despatch Clerk, Factory Clerk and/or Stores Clerk:	
	(i) Qualified:	534.50
	(ii) Learners:	
	first six months of experience	383.50
	second six months of experience	458.50
	Thereafter, the wage specified in (vi)(b)(i) i.e.	534.50
(vii)	Sewing Machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:	
	(i) Qualified:	575.50
	(ii) Learners:	
	first six months of experience	347.00
	second six months of experience	385.00
	third six months of experience	422.00
	fourth six months of experience	460.50
	fifth six months of experience	498.50
	sixth six months of experience	537.50
	Thereafter, the wage specified in (vii)(i) i.e.	575.50
(viii)	Driver of a Motor Vehicle, the unladen mass of which together with the unladen mass of any trailer/trailers drawn by such vehicle—:	
	(a) Does not exceed 2 722 kg	630.00
	(b) Exceeds 2 722 kg	731.50
(ix)	Part-time Driver of a Motor Vehicle	573.00
(x)	Knitting Machine Operator:	
	(i) Qualified:	749.50
	(ii) Learners:	
	first six months of experience	347.00
	second six months of experience	415.00
	third six months of experience	481.00

		Wage per week
		R
	fourth six months of experience	548.50
	fifth six months of experience	615.00
	sixth six months of experience	683.50
	Thereafter, the wage specified in (x)(i) i.e.	749.50
(xi)	Maintenance Hand:	
	(i) Qualified:	429.50
	(ii) Learners:	
	first six months of experience	347.00
	second six months of experience	363.50
	third six months of experience	377.50
	fourth six months of experience	395.50
	fifth six months of experience	414.50
	Thereafter, the wage specified in (xi)(i) i.e.	429.50
B. IN THE MAGISTERIAL DISTRICTS OF BLOEMFONTEIN, KIMBERLEY AND KROONSTAD		
(i)	Sewing Machinist, Invisible Mender, Finisher, Presser, Trimmer, Marker-In and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer:	
	(i) Qualified:	508.00
	(ii) Learners:	
	first six months of experience	347.00
	second six months of experience	374.00
	third six months of experience	400.00
	fourth six months of experience	
	fifth six months of experience	
	sixth six months of experience	
	Thereafter, the wage specified in (i)(i) i.e.	508.00
	Set Leader and/or Team Leader:	540.00
(ii)	General Worker/Pleater:	
	(i) Qualified:	383.50
	(ii) Learners:	
	first six months of experience	347.00
	second six months of experience	364.50
	Thereafter, the wage specified in (ii)(i) i.e.	383.50
(iii)	Despatch Packer and Layer-up:	
	(i) Qualified:	396.50
	(ii) Learners:	
	first six months of experience	347.00
	second six months of experience	371.50
	Thereafter, the wage specified in (iii)(i) i.e.	396.50
(iv)	Plain Sewer:	
	(i) Qualified:	415.00
	(ii) Learners:	
	first six months of experience	347.00
	Thereafter, the wage specified in (iv)(i) i.e.	415.00
(v)	Sample Machinist :	578.00
C. IN THE MAGISTERIAL DISTRICTS OF FRANKFORT. PARYS AND VREDEFORT		

		Wage per week
		R
(i)	Sewing Machinist, Invisible Mender, Finisher, Presser, Trimmer, Marker-In and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer:	
	(i) Qualified:	463.50
	(ii) Learners:	
	first six months of experience	319.50
	second six months of experience	344.00
	third six months of experience	368.00
	fourth six months of experience	
	fifth six months of experience	
	sixth six months of experience	
	Thereafter, the wage specified in (i)(i) i.e.	463.50
	Set Leader and/or Team Leader:	494.00
(ii)	General Worker/Pleater:	
	(i) Qualified:	359.00
	(ii) Learners:	
	first six months of experience	319.50
	second six months of experience	340.00
	Thereafter, the wage specified in (ii)(i) i.e.	359.00
(iii)	Despatch Packer:	
	(i) Qualified:	376.50
	(ii) Learners:	
	first six months of experience	319.50
	second six months of experience	348.00
	Thereafter, the wage specified in (iii)(i) i.e.	376.50
(iv)	Layer-Up:	
	(i) Qualified:	370.00
	(ii) Learners:	
	first six months of experience	319.50
	second six months of experience	345.00
	Thereafter, the wage specified in (iv)(i) i.e.	370.00
(v)	Plain Sewer:	
	(i) Qualified:	382.00
	(ii) Learners:	
	first six months of experience	319.50
	Thereafter, the wage specified in (v)(i) i.e.	382.00
(vi)	Sample Machinist :	527.50

2. In clause 4(1), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 38."

3. In clause 4(6), substitute the year "2008" for the year "2007" wherever it appears.
4. In clause 20, insert the following new paragraph above the existing first paragraph:

"The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution."
5. In sub-clause 20 (1)(a), substitute the expression "an amount equal to 0, 28% of each employees wages per week, calculated at the qualified machinist rate of pay, up to a maximum of R1, 41 per week " for the expression "R1, 30 from the wages of each of his employees".
6. In sub-clause 20 (1) (b), substitute the expression "an amount equal to 0.30% of each employees wages per week, calculated at the qualified machinist rate of pay, up to a maximum of R1, 53 per week " for the expression "an amount of R1, 40 per week".
7. In clause 21(2), substitute the expression "R5, 52" for the expression "R5, 06".
8. In clause 21(3), substitute the expression "R7, 86" for the expression "R7, 21".
9. In clause 23B, insert the following new sub-clause (9):

"(9) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production."

10. In clause 36(1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".
11. In clause 38, substitute the existing sub-clauses (1), (2), (3), (4) and (5) with the new Clause contained in Annexure B.
12. Insert the following new clause 39:

"CLAUSE 39 : HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment as set out in Annexure A to this agreement shall be policy in the industry. "

13. Insert the new clause 40: "CONTRACT EMPLOYEES" contained in Annexure D.

7. PART C OF THE FORMER AGREEMENT: PROVISIONS FOR THE KWAZULU-NATAL REGION

1. In clause 4.1(a), substitute the existing wage schedule with the following new wage schedule (for clothing establishments):

			Wage per Week R
GRADE 1			
(a)	Qualified		646.30
(b)	Learner		
		0 – 6 months	426.60
		7 – 12 months	471.90
		13 – 18 months	517.10
		Thereafter, the qualifying wage applies	646.30
GRADE 2			
(a)	Qualified		561.75
(b)	Learner		
		0 – 6 months	424.30
		Thereafter, the qualifying wage applies	561.75
GRADE A			
(a)	Qualified		575.50
(b)	Learner		
		0 – 6 months	447.05
		Thereafter, the qualifying wage applies	575.50
HEAD CUTTER			1 031.10
ASSISTANT HEAD CUTTER			824.85
CUTTER/TRIMMER			
(a)	Qualified		647.90
(b)	Learner		
		0 – 6 months	406.40
		7 – 12 months	454.00
		13 – 18 months	499.80
		19 – 22 months	554.15
		Thereafter, the qualifying wage applies	647.90
BAND KNIFE CUTTER			
(a)	Qualified		681.80
(b)	Learner		
		0 – 6 months	454.68
		7 – 12 months	504.90
		13 – 18 months	551.00
		19 – 22 months	603.35
		Thereafter, the qualifying wage applies	681.80
MECHANIC			
(a)	Qualified		1 108.15
(b)	Learner		
		0 – 6 months	511.30
		7 – 12 months	587.10
		13 – 18 months	673.85
		19 – 24 months	760.50
		25 – 30 months	853.00
		31 – 36 months	937.95
		37 – 40 months	1 021.60
		Thereafter, the qualifying wage applies	1 108.15
CLERK			
(a)	Qualified		692.60
(b)	Learner		

				Wage per Week R
			0 – 6 months	470.90
			7 – 12 months	531.70
			13 – 18 months	581.65
			Thereafter, the qualifying wage applies	692.60
WATCHMAN				580.50
DRIVER 1				545.25
DRIVER 2				595.80
DRIVER 3				694.70
DRIVER 4				839.10
FOREPERSON				794.40

2. In clause 4.1(a), insert the following new wording after the wage schedule:

“The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 41.”

3. In clause 4.1(b), substitute the existing wage schedule with the following new wage schedule (for garment knitting establishments):

			Wage per week R
			R
(i)	Foreman:		1213.20
(ii)	Dyer: (See (iv) below)		
(iii)	Storeman:		
	(i) Qualified:		1167.80
	(ii) Learners:		
	first six months of experience		421.90
	second six months of experience		608.35
	third six months of experience		794.90
	next four months of experience		981.35
	Thereafter, the wage specified in (iii)(i) i.e.		1167.80
(iv)	Mechanic/Dyer:		
	(i) Qualified:		1213.20
	(ii) Learners:		
	first six months of experience		421.90
	second six months of experience		500.90
	third six months of experience		580.10

		Wage per week
		R
	fourth six months of experience	659.30
	fifth six months of experience	738.50
	sixth six months of experience	817.35
	seventh six months of experience	896.75
	eighth six months of experience	975.80
	ninth six months of experience	1054.85
	next four months of experience	1134.20
	Thereafter, the wage specified in (iv)(i) i.e.	1213.20
(v)	Mechanic's Assistant:	
	(i) Qualified:	794.70
	(ii) Learners:	
	first six months of experience	421.90
	second six months of experience	458.80
	third six months of experience	496.60
	fourth six months of experience	533.45
	fifth six months of experience	571.00
	sixth six months of experience	608.45
	seventh six months of experience	645.50
	eighth six months of experience	682.95
	ninth six months of experience	720.05
	next four months of experience	757.45
	Thereafter, the wage specified in (v)(i) i.e.	794.70
(vi)	Supervisor:	840.10
(vii)	Final Examiner of fully-fashioned garments:	780.20
(viii)	Factory Clerk, Despatch Clerk, Stores Clerk:	
	(i) Qualified:	769.35
	(ii) Learners:	
	first six months of experience	421.90
	second six months of experience	507.30
	third six months of experience	592.85
	next four months of experience	678.50
	Thereafter, the wage specified in (viii)(i) i.e.	763.90
(ix)	Knitting Machine Operator, Warp Knitting Machine Operator, Dyer's Assistant, Colouring Mass-Measurer and/or Cutter or Shaper (Knitting) of fully-fashioned garments, Handyman and Warper:	
	(i) Qualified:	763.90
	(ii) Learners:	
	first six months of experience	421.90
	second six months of experience	478.80
	third six months of experience	535.65
	fourth six months of experience	592.85
	fifth six months of experience	649.80
	next four months of experience	707.00

		Wage per week
		R
	Thereafter, the wage specified in (ix)(i) i.e.	763.90
(x)	Loader of magazine or comb, Linker, Overlocker other than an overlocker of seconds in socks, Sewing Machinist (Knitting) including a button, buttonhole and hemming machinist, Mender and Plain Sewer:	
	(i) Qualified:	666.55
	(ii) Learners:	
	first six months of experience	421.90
	second six months of experience	482.85
	third six months of experience	544.00
	next four months of experience	605.40
	Thereafter, the wage specified in (x)(i) i.e.	666.55
(xi)	Driver of a Motor Vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—:	
	(a) does not exceed 453,5 kg	637.25
	(b) exceeds 453,5 kg but not 2 721 kg	752.35
	(c) exceeds 2 721 kg but not 4 535 kg	801.15
	(d) exceeds 4 535 kg	869.40
(xii)	Security Officer:	973.20
(xiii)	Watchman:	751.05
(xiv)	Employee not elsewhere specified:	
	(i) Qualified:	781.90
	(ii) Learners:	
	first six months of experience	421.90
	second six months of experience	511.75
	third six months of experience	602.00
	next four months of experience	691.85
	thereafter, the wage specified in (xiv)(i) i.e.	781.90
(xv)	Seamer, Mender of socks, Sorter, Cleaner (i.e. an employee engaged in cleaning garments and/or fabrics), Grader, Sampler (i.e. an employee engaged in the making up of sample cards), Winder, Overlocker for seconds in socks and/or Examiner of knitted fabrics and articles, Backwinder, Drawthreader, Pre- and Post-Boarder or Former, Precutter, Presser, Turner, Operator of calendar, slitting, setting or steaming machine, Operator of brushing, raising and/or cropping machine, Operator of dye machine, Operator of drying and/or hydro-extracting machine, employee engaged in Transferring and/or Labelling, Trimming of surplus threads, Folding, Carding and/or Packing, Waxring Maker, Boiler Attendant, Creeler, Despatch Packer, Parcel Maker and Floor Walker/Runner.	
	(i) Qualified	547.95
	(ii) Learners:	
	first six months of experience	421.90
	second six months of experience	463.80
	third six months of experience	506.15
	Thereafter, the wage specified in (xv) (i) i.e.	547.95

		Wage per week
		R
(xvi)	Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker	547.95
(xvii)	General Worker (Knitting)	636.55

4. In clause 6.1(1), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 41."
5. In clause 4(6), substitute the year "2008" for the year "2007" wherever it appears.
6. In clause 25, insert the following new paragraph above the existing sub-clause (1):

"The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution."
7. In clause 25, substitute the existing sub-clauses (1) and (2) with the following new sub-clauses (1), (2) and (3):

"(1) Every employer shall deduct an amount equal to **0.2585%** of each employee's wages per week, calculated at the qualified machinists rate of pay, (other than employees exempted from the provisions this clause by the Council, in writing, in terms of clause 23) for whom minimum wages are

prescribed in the Agreement. This equates to R1, 67 per week payable by means of deduction from the employee's wages.

- (2) An employer shall, in respect of each contributor from whose wages deduction are made in terms of subclause (1) above, contribute an amount equal to 0,25% of each employee's wages per week payable by the employer. This equates to R1, 62 per week employers contribution.
- (3) The total amount deducted in terms of subclause (1) above together with employers contribution in terms of subclause (2) above, shall be forwarded by the employer to the Regional Secretary of the Regional Chamber of the Council, not later than ten days after the end of each calendar month, together with a list showing registration numbers of employees detailing particulars of contributions to P O Box 18354, Dalbridge, 4014."

8. In clause 29, insert the following new sub-clause (6):

"(6) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production.

9. In clause 40(1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".

10. In clause 41, substitute the existing sub-clauses (1), (2), (3), (4) and (5) with the new Clause contained in Annexure B.

11. Insert the following new Clause 42:

"CLAUSE 42: AGENCY SHOP

Those employees, who are not bound by the closed shop, shall pay an agency fee to the trade union, equal to the amount of the union subscriptions.

(1) No union agency fee subscriptions collected in terms of this agreement may be:

- (a) paid to a political party as an affiliation fee;
- (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
- (c) used for any expenditure that does not advance collective bargaining or protect the socio-economic interest of employees.

This agency fee shall be deducted from the wages of the employees who are not members of SACTWU and paid over to the Bargaining Council's KZN Chamber who shall pay these funds over to SACTWU."

12. Insert the new clause 43: "INDUSTRY PROTECTION FUND" contained in Annexure C.

13. Insert the following new clause 44:

"CLAUSE 44: HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment as set out in Annexure A to this agreement shall be policy in the industry. "

14. Insert the new clause 45: "CONTRACT EMPLOYEES" contained in Annexure D.

8. PART D OF THE FORMER AGREEMENT: PROVISIONS FOR THE NORTHERN REGION (CLOTHING)

1. In clause 4 A (1), substitute the expression "31 August 2007" for the expression "30 June 2005" in the preamble to this subclause.
2. In clause 4A(1), substitute the existing wage schedule with the following new wage schedule:

		Wage per week
		R
(A)	Pattern Maker and/or Grader:	
	(i) Qualified:	1,175.50
	(ii) Learners:	
	first six months of experience	423.30
	second six months of experience	548.00
	third six months of experience	674.30
	fourth six months of experience	789.30
	fifth six months of experience	926.30
	next four months of experience	1,052.10

		Wage per week
		<i>R</i>
	Thereafter, the wage specified in (A)(i) i.e.	1,175.50
(B)	Marker-In:	
	(i) Qualified:	976.00
	(ii) Learners:	
	first six months of experience	423.30
	second six months of experience	514.80
	third six months of experience	607.10
	fourth six months of experience	699.40
	fifth six months of experience	791.70
	next four months of experience	884.10
	Thereafter, the wage specified in (B)(i) i.e.	976.00
(C)	Mechanic:	
	(i) Qualified:	951.90
	(ii) Learners:	
	first six months of experience	423.30
	second six months of experience	481.10
	third six months of experience	540.10
	fourth six months of experience	599.00
	fifth six months of experience	658.20
	sixth six months of experience	716.50
	seventh six months of experience	775.70
	eighth six months of experience	834.50
	next four months of experience	893.50
	Thereafter, the wage specified in (C)(i) i.e.	951.90
(D)	Chopper Out, Cutter and/or Re-Cutter, Negative Maker, Screen Maker (Engraver), Screen Printer, Sample Cutter:	
	(i) Qualified:	707.00
	(ii) Learners:	
	first six months of experience	423.30
	second six months of experience	493.70
	third six months of experience	565.10
	next four months of experience	636.90
	Thereafter, the wage specified in (D)(i) i.e.	707.00
*(E1)	Sample Machinist:	703.00
(E)	Sewing Machinist, Finisher, Operator of a Linking, Overlocking and/or Sewing Machine; Invisible Mender Embroiderer, Embroidery Machinist (other than embroidery machine minder); Fagotter, Beader and/or Pleater by hand, Baster, Shaper, Fitter up; Checker, Presser of Garments, Assistant Screen Maker (Engraver), Assistant Screen Printer, Darkroom Assistant, Mixing and Filtering Operator, Oven and Curing Operator, Screen Controller, Screen Preparer, Squeegee Preparer and Despatch Packer:	
	(i) Qualified:	611.10
	(ii) Learners:	
	first six months of experience	423.30
	second six months of experience	469.70
	third six months of experience	516.10

		Wage per week
		R
	next four months of experience	
	Thereafter, the wage specified in (E)(i) i.e.	611.10
(F1)	Machinist promoted to Assistant Supervisor:	
	(i) Qualified:	726.30
	(ii) Learners:	
	first six months of experience	611.10
	second six months of experience	650.80
	third six months of experience.	689.20
	Thereafter, the wage specified in (F1)(i) i.e	726.30
(F)	Asst Supervisor, other than a Machinist promoted to Asst. Supervisor; Despatch/Factory Clerk and Storeman:	
	(i) Qualified:	726.30
	(ii) Learners:	
	first six months of experience	423.30
	second six months of experience	498.80
	third six months of experience	574.70
	next four months of experience	651.40
	Thereafter, the wage specified in (F)(i) i.e.	726.30
(G)	Other Pressers, not provided for elsewhere; Underpresser; Presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and handmade pleats; Machine belt-fixer; Maintenance Assistance; Layer-up; Plain Sewer; Operator of a button covering, zip tacking and/or pleating machine; an employee engaged on the Trubenizing of collars and/or Clicker and Shaper by template; General worker; Applique Cutter; Tracer and/or Marker and/or Framer; Pleater and Embroidery Machine Minder:	
	(i) Qualified:	507.00
	(ii) Learners:	
	first six months of experience	423.30
	second six months of experience	443.80
	third six months of experience	464.70
	next four months of experience	485.50
	Thereafter, the wage specified in (G)(i) i.e.	507.00
(H1)	Foreman:	1,603.70
(H2)	Supervisor, Assistant Foreman, Head Cutter:	874.70
(H3)	Artisan:	1,830.80
(H4)	Labourer, Scooter Driver and/or Boiler Attendant:	563.40
(H5)	Watchman:	651.00
(H6)	Driver (Light Motor Vehicle):	641.80
(H7)	Driver (Medium Motor Vehicle):	686.10
	Sample machinist. Any employee when called upon to perform the duties of a sample machinist, shall, while so employed be paid the wage of a sample machinist: Provided that such wage shall not be subject to the provision of clause 4 (2) (a) of this Agreement."	

3. In clause 4 A (1), insert the following new wording after the wage schedule:

“The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 29.”

4. In clause 4 A (2) (b), substitute the following table for the existing table:

Category	Column 1 (R)	Column 2 (R)
A	1 175.50	92.10
B	976.00	76.50
C	951.90	74.60
D	707.00	55.40
E1	703.00	55.10
E	611.10	47.90
F1	726.30	56.90
F	726.30	56.90
G1	507.00	39.70
H1	1 603.70	125.60
H2	874.70	68.50
H3	1 830.80	143.40
H4	563.40	44.10
H5	651.00	51.00
H6	641.80	50.30
H7	686.10	53.80

5. In clause 4 A (7), substitute the year “2008” for the year “2007”, wherever it appears.
6. In clause 4 B (8), substitute the existing wage schedule with the following new wage schedule (for Millinery Sector establishments):

		Wage per week
		R
(a)	Supervisor:	986.60
(b)	Milliner (Upgrade to Trimmer):	
	(i) Qualified	782.60
	(ii) Learners:	
	first six months of experience	554.40
	second six months of experience	606.20
	third six months of experience	665.60
	next four months of experience	738.20
	Thereafter, the wage specified in (b)(i) i.e.	782.50
(c)	(1) Blocker-Front (Upgrade from Assistant Blocker):	
	(i) Qualified:	658.50
	(ii) Learners:	
	first six months of experience	545.80
	second six months of experience	563.50
	third six months of experience	599.00
	next four months of experience	626.90
	Thereafter, the wage specified in (c)(1)(i) i.e.	658.50
	(2) Driver:	658.50
(d)	Machine Operator & Chopper-Out:	
	(i) Qualified:	609.30
	(ii) Learners:	
	first six months of experience	384.20
	second six months of experience	439.10
	third six months of experience	470.20
	next four months of experience	542.70
	Thereafter, the wage specified in (d)(i) i.e.	609.30
(e)	Trimmer/General Worker/Labourer/Assistant Blocker:	
	(i) Qualified:	519.30
	(ii) Learners:	
	first six months of experience	384.20
	second six months of experience	421.10
	third six months of experience	452.20
	next four months of experience	486.50
	Thereafter, the wage specified in (e)(i) i.e.	519.30
(f)	Boiler Attendant & Watchman:	568.10

7. In clause 4 B (8), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 29."

8. In clause 26 B, insert the following new sub-clause (9):

"(9) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production."

9. In clause 27(1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".

10. In clause 29, substitute the existing sub-clauses (1), (2), (3), (4) and (5) with the new Clause contained in Annexure B.

11. Insert the new clause 30: "INDUSTRY PROTECTION FUND" contained in Annexure C.

12. Insert the following new clause 31:

"CLAUSE 31: HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment as set out in Annexure A to this agreement shall be policy in the industry. "

13. Insert the new clause 32: "CONTRACT EMPLOYEES" contained in Annexure D.

14. Insert the following new clause 33:

"CLAUSE 33: COUNCIL FUNDS

The Funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

- (1) (a) Every employer shall, on the pay day of each week and from the first pay day after this Agreement comes into operation, deduct an amount equal to 0,23% of each employee's wages per week calculated at the qualified machinists rate of pay up to a maximum of R1.41 per week for whom minimum wages are prescribed in the Main Collective Agreement: Provided that no deduction shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deduction falls due.
- (b) An employer, shall, in respect of each contributor from whose wages deductions are made in terms of paragraph (a) above, contribute an amount equal to 0.23% of each employee's wages per week, calculated at the qualified machinists' rate of pay up to the maximum of R1.53 per week.
- (2) The employer shall forward the total amounts so deducted, together with his contributions in terms of subclause (1) (b) above, and a statement in the form and manner specified by the Council, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the deductions fall due.
- (3) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer

shall pay weekly interest on such amount or on such lesser amount as remain unpaid, calculated at the prime overdraft rate of the Council's Bankers plus two per cent per annum divided by 52 or part thereof from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof. At the discretion of the Council, the interest may accrue to the general funds of the Council."

9. PART E OF THE FORMER AGREEMENT: PROVISIONS FOR THE NORTHERN REGION (KNITTING)

1. In clause 4 (1) (a), substitute the existing wage schedule with the following new wage schedule:

		Wage per week
		R
(i)	Foreman:	1,219.50
(ii)	Dyer: (See (iv) below)	
(iii)	Storeman:	
	(i) Qualified:	1,173.90
	(ii) Learners:	
	first six months of experience	423.80
	second six months of experience	611.30
	third six months of experience	798.90
	next four months of experience	986.40
	Thereafter, the wage specified in (iii)(i) i.e.	1,173.90
(iv)	Mechanic/Dyer:	
	(i) Qualified:	1,219.50
	(ii) Learners:	
	first six months of experience	423.80
	second six months of experience	503.20
	third six months of experience	582.90

		Wage per week
		<i>R</i>
	fourth six months of experience	662.40
	fifth six months of experience	742.10
	sixth six months of experience	821.40
	seventh six months of experience	901.20
	eighth six months of experience	980.70
	ninth six months of experience	1,060.10
	next four months of experience	1,140.10
	Thereafter, the wage specified in (iv)(i) i.e.	1,219.50
(v)	Mechanic's Assistant:	
	(i) Qualified:	798.60
	(ii) Learners:	
	first six months of experience	423.80
	second six months of experience	460.80
	third six months of experience	489.90
	fourth six months of experience	536.00
	fifth six months of experience	573.70
	sixth six months of experience	611.40
	seventh six months of experience	648.60
	eighth six months of experience	686.30
	ninth six months of experience	723.60
	next four months of experience	761.20
	Thereafter, the wage specified in (v)(i) i.e.	798.60
(vi)	Supervisor:	844.30
(vii)	Final Examiner of fully-fashioned garments:	784.00
(viii)	Factory Clerk, Despatch Clerk, Stores Clerk:	
	(i) Qualified	767.70
	(ii) Learners:	
	first six months of experience	423.80
	second six months of experience	509.60
	third six months of experience	595.70
	next four months of experience	681.80
	Thereafter, the wage specified in (viii)(i) i.e.	767.70
(ix)	Knitting Machine Operator, Warp Knitting Machine Operator, Dyer's Assistant, Colouring Mass-Measurer and/or Cutter or Shaper of fully-fashioned garments, Handyman and Warper:	
	(i) Qualified:	767.70
	(ii) Learners:	
	first six months of experience	423.80
	second six months of experience	480.90
	third six months of experience	538.20
	fourth six months of experience	595.70
	fifth six months of experience	652.90
	next four months of experience	710.30

		Wage per week
		R
	Thereafter, the wage specified in (ix)(i) i.e.	767.70
(x)	Loader of magazine or comb, Linker, Overlocker other than an overlocker of seconds in socks, Sewing Machinist including a button, buttonhole and hemming machinist, Mender and Plain Sewer:	
	(i) Qualified:	669.80
	(ii) Learners:	
	first six months of experience	423.80
	second six months of experience	485.00
	third six months of experience	546.60
	next four months of experience	
	Thereafter, the wage specified in (x)(i) i.e.	669.80
(xi)	Driver of a Motor Vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—:	
	(a) does not exceed 453,5 kg	640.40
	(b) exceeds 453,5 kg but not 2 721 kg	756.00
	(c) exceeds 2 721 kg but not 4 535 kg	805.10
	(d) exceeds 4 535 kg	873.70
(xii)	Security Officer:	978.10
(xiii)	Watchman:	754.70
(xiv)	Employee not elsewhere specified:	
	(i) Qualified:	785.80
	(ii) Learners:	
	first six months of experience	423.80
	second six months of experience	514.10
	third six months of experience	604.80
	next four months of experience	695.20
	Thereafter, the wage specified in (xiv)(i) i.e.	785.80
(xv)	Seamer, Mender of socks, Sorter, Cleaner (i.e. an employee engaged in cleaning garments and/or fabrics), Grader, Sampler (i.e. an employee engaged in the making up of sample cards), Winder, Overlocker for seconds in socks and/or Examiner of knitted fabrics and articles, Backwinder, Drawthreader, Pre-and Post-boarder or Former, Precutter, Presser, Turner, Operator of calender, slitting, setting or steaming machine, Operator of brushing, raising and/or cropping machine, Operator of dye machine, Operator of drying and/or hydro-extracting machine, employee engaged in Transferring and/or Labelling, Trimming off surplus threads, Folding, Carding and/or Packing, Waxring Maker, Boiler Attendant, Creeler, Teamaker, Despatch Packer, Parcel Maker, General Worker and Floor Walker/Runner:	639.50
(xvi)	General Worker/Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker employed after 30-06-1987:	550.50
(xvii)	All employees classified in (xv) and who were employed after 30-06-1987, other than general worker, traveller's assistant, cloakroom supervisor and/or attendant and teamaker:	

		Wage per week
		R
	(i) Qualified:	550.50
	(ii) Learners:	
	first six months of experience	423.80
	second six months of experience	465.90
	third six months of experience	508.40
	Thereafter, the wage specified in (xvii) (i) i.e.	550.50

2. In clause 4 (1) (a), insert the following new wording after the wage schedule:

“The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 33.”
3. In clause 4 (7), substitute the year “2008” for the year “2007” wherever it appears.
4. In clause 11, insert the following new sub-clause (1) and renumber the existing sub-clauses (1), (2), (3) and (4) to read “(2)”, “(3)”, “(4)” and “(5)”:

“(1) The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution.”
5. In sub-clause 11 (1) (a), now the new sub-clause (2) (a), substitute the expression “0, 21 % of each employee’s wages per week, calculated at the qualified machinist’s rate of pay, up to a maximum of R1, 41 per week” for the expression “R1, 30 from the wages of his employees”.

6. In sub-clause 11 (1) (b), now the new sub-clause (2) (b), substitute the expression "0, 23 % of each employee's wages per, calculated at the qualified machinist's rate of pay, week up to a maximum of R1, 53 per week" for the expression "R1, 40 per week".
7. In clause 13 B, insert the following new sub-clause (9):

"(9) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production."
8. In clause 19 (3), substitute the expression "R7, 10" for the expression "R6, 51".
9. In clause 19 (4), substitute the expression "R7, 10 per employee per week" for the expression "R6, 51".
10. In clause 19 (5), substitute the expression "R7, 86 per employee per week" for the expression "R7, 21".
11. In clause 20 (2) (a), substitute the expression "R2, 54" for the expression "R2, 33".
12. In clause 20 (2) (b), substitute the expression "R2, 17 per week" for the expression "R1, 99".

13. In clause 31 (1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".
14. In clause 33, substitute the existing sub-clauses (1), (2), (3), (4) and (5) with the new Clause contained in Annexure B.
15. Insert the following new clause 34:

"CLAUSE 34: HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment as set out in Annexure A to this agreement shall be policy in the industry. "

16. Insert the new clause 35: "CONTRACT EMPLOYEES" contained in Annexure D.

**10. PART F OF THE FORMER AGREEMENT: PROVISIONS FOR THE
WESTERN CAPE REGION (CLOTHING)**

1. In clause 1(2)(b), substitute the expression "R63 414,00 per annum" for the expression "R58 448,00 per annum".
2. In clause 4(1)(a), substitute the existing wage schedule with the following new wage schedule (for clothing establishments and/or Garment Knitting):

			Wage per Week R
Part A - Cutting Department			
Head Cutter			1,219.50
Pattern Maker:			
(a)	Qualified		1,219.50
(b)	Learner		
	First year		
	First six months of experience		683.00
	Second six months of experience		754.00
	Second year		
	First six months of experience		825.50
	Second six months of experience		901.50
	Third year		
	First six months of experience		982.50
	Next four months of experience		1,061.00
	Thereafter, the wage specified in (a), i.e.		1,219.50
Pattern Grader			
(a)	Qualified		984.00
(b)	Learner		
	First year		
	First six months of experience		643.00
	Second six months of experience		683.00
	Second year		
	First six months of experience		723.50
	Second six months of experience		775.00
	Third year		
	First six months of experience		825.50
	Next four months of experience		879.00
	Thereafter, the wage specified in (a), i.e.		984.00
Cutter, lay-maker:			
(a)	Qualified		949.00
(b)	Learner		
	First year		
	First six months of experience		576.50
	Second six months of experience		634.50
	Second year		
	First six months of experience		692.00
	Second six months of experience		757.50
	Third year		
	First four months of experience		830.50
	Thereafter, the wage specified in (a), i.e.		949.00
Interlining cutter, trimmer, leather cutter and tie cutter			
(a)	Qualified		684.00
(b)	Learner		
	First year		
	First six months of experience		513.50
	Second six months of experience		544.00
	Second year		
	First six months of experience		573.00
	Second six months of experience		603.50

			Wage per Week R
		Third year	
		First six months of experience	632.50
		Thereafter, the wage specified in (a), i.e.	684.00
(c)		If advanced to learner cutter:	
		First six months from date of advancement	741.50
		Second six months from date of advancement	830.50
		Thereafter, the wage specified for a qualified cutter, i.e.	949.00
Layer-up:			
(a)		Qualified	589.50
(b)		Learner	
		First year	
		First six months of experience	496.50
		Second six months of experience	513.50
		Second year	
		First six months of experience	536.50
		Thereafter, the wage specified in (a), i.e.	589.50
(c)		If advanced to learner cutter:	
		First six months from date of advancement	589.50
		Second six months from date of advancement	692.00
		Third six months from date of advancement	757.50
		Fourth six months from date of advancement	830.50
		Thereafter, the wage specified for a qualified cutter, i.e.	949.00
(d)		If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:	
		First six months from date of advancement	589.50
		Second six months from date of advancement	632.50
		Thereafter, the wage specified for a qualified interlining cutter, trimmer, leather cutter or tie cutter, i.e.	684.00
(e)		If advanced to fitter-up:	
		First six months from date of advancement	589.50
		Second six months from date of advancement	611.00
		Third six months from date of advancement	643.00
		Fourth six months from date of advancement	684.00
		Thereafter, the wage specified for fitter-up, i.e.	754.00
Clicker:			
(a)		Qualified	706.00
(b)		Learner	
		First year	529.00
		Second year	603.50
		Thereafter, the wage specified in (a) i.e.	706.00
Tracer:			
(a)		Qualified	662.00
(b)		Learner	
		First year	
		First six months of experience	529.00

			Wage per Week R
		Second six months of experience	566.50
		Second year	
		First six months of experience	599.00
		Thereafter, the wage specified in (a), i.e.	662.00
Part B - Factory Operatives			
Clothing machine mechanic:			
(a)		Qualified	1,219.50
(b)		Learner	
		First year	
		First six months of experience	683.00
		Second six months of experience	754.00
		Second year	
		First six months of experience	825.50
		Second six months of experience	901.50
		Third year	
		First four months of experience	982.50
		Second four months of experience	1,061.00
		Thereafter, the wage specified in (a), i.e.	1,219.50
Clothing technician:			
(a)		Qualified	1,219.50
(b)		Learner	
		First year	
		First six months of experience	683.00
		Second six months of experience	754.00
		Second year	
		First six months of experience	825.50
		Second six months of experience	901.50
		Third year	
		First six months of experience	982.50
		Next four months of experience	1,061.00
		Thereafter, the wage specified in (a), i.e.	1,219.50
Grade A employee:			
(a)		Qualified	754.00
(b)		Learner	
		First year	
		First six months of experience	530.50
		Second six months of experience	572.00
		Second year	
		First six months of experience	611.00
		Second six months of experience	643.00
		Third year	
		First four months of experience	684.00
		Thereafter, the wage specified in (a), i.e.	754.00
Grade B employee:			
(a)		Qualified	644.50
(b)		Learner	
		First year	

			Wage per Week R
		First six months of experience	523.00
		Second six months of experience	550.00
		Second year	
		First six months of experience	578.00
		Thereafter, the wage specified in (a), i.e.	644.50
	(c)	If advanced to Grade A employee:	
		First six months from date of advancement	644.50
		Second six months from date of advancement	663.50
		Third six months from date of advancement	684.00
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	754.00
		Grade C employee:	
	(a)	Qualified	572.00
	(b)	Learner	
		First year	
		First six months of experience	512.50
		Second six months of experience	527.50
		Thereafter, the wage specified in (a), i.e.	572.00
	(c)	If advanced to Grade B employee:	
		First six months from date of advancement	572.00
		Second six months from date of advancement	578.00
		Thereafter, the wage specified for a qualified Grade B employee, i.e.	644.50
		Underpresser, blocker:	
	(a)	Qualified	578.00
	(b)	Learner	
		First year	
		First six months of experience	496.50
		Second six months of experience	513.50
		Second year	
		First six months of experience	536.50
		Thereafter, the wage specified in (a), i.e.	578.00
	(c)	If advanced to learner presser:	
		First six months from date of advancement	578.00
		Second six months from date of advancement	684.00
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	754.00
Part C - Clerical employees			
Clerk			
	(a)	Qualified	830.50
	(b)	Learner	
		First year	612.50
		Second year	666.00
		Third year	
		First four months of experience	728.00
		Thereafter, the wage specified in (a), i.e.	830.50
Factory Clerk			

			Wage per Week R
(a)	Qualified		624.00
(b)	Learner		
	First year		496.50
	Second year		529.00
	Third year		
	First four months of experience		572.00
	Thereafter, the wage specified in (a), i.e.		624.00
Part D - General			
Boiler attendant			592.00
Despatch packer			611.00
General Worker			572.00
Labourer			578.00
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		611.00
(b)	exceeds 1 360 but not 2 720 kg		634.50
(c)	exceeds 2 720 kg		723.50
Supervisor, quality controller and instructor			775.00
Traveller's driver			634.50
Watchman or caretaker, whose ordinary hours of work are -			
(a)	less than 60 hours per week		659.50
(b)	60 hours per week		692.00

3. In clause 4 (1) (a), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0, 5 %, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 45."

4. In clause 4 (1) (b), substitute the existing wage schedule with the following new wage schedule (for millinery establishments):

			Wage per Week
			R c
Blocker			
	(a)	Qualified	602.00
	(b)	Learner	
		First year	
		First six months of experience	416.50
		Second six months of experience	465.00
		Second year	
		First six months of experience	509.00
		Second six months of experience	556.00
		Thereafter, the wage specified in (a), i.e.	602.00
Chopper-Out (Millinery)/Trimmer (Millinery)/Packer (Millinery):			
	(a)	Qualified	497.00
	(b)	Learner	
		First year	
		First six months of experience	416.50
		Second six months of experience	433.00
		Second year	0.00
		First six months of experience	448.00
		Second six months of experience	465.50
		Third year	
		First four months of experience	480.50
		Thereafter, the wage specified in (a), i.e.	497.00
Clerk			
	(a)	Qualified	830.50
	(b)	Learner	
		First year	612.50
		Second year	666.00
		Third year	
		First four months of experience	728.00
		Thereafter, the wage specified in (a), i.e.	830.50
General Worker (Millinery)			491.50
Grade 1 Employee (Millinery):			
	(a)	Qualified	486.50
	(b)	Learner	
		First year	
		First six months of experience	416.50
		Second six months of experience	434.00
		Second year	
		First six months of experience	458.50
		Thereafter, the wage specified in (a), i.e.	486.50
Milliner:			
	(a)	Qualified	526.00

			Wage per Week
			R c
	(b)	Learner	
		First year	
		First six months of experience	416.50
		Second six months of experience	442.50
		Second year	
		First six months of experience	444.00
		Second six months of experience	464.50
		Third year	
		First six months of experience	485.00
		Next four months of experience	509.00
		Thereafter, the wage specified in (a) i.e.	526.00
Millinery Machinist:			
	(a)	Qualified	531.50
	(b)	Learner	
		First year	
		First six months of experience	416.50
		Second six months of experience	454.00
		Second year	
		First six months of experience	481.50
		Thereafter, the wage specified in (a), i.e.	531.50
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 is as follows -			
	(a)	does not exceed 2268 kg	631.00
	(b)	exceeds 2268	666.50
Plain Sewer (Millinery):			
	(a)	Qualified	497.00
	(b)	Learner	
		First year	
		First six months of experience	416.50
		Second six months of experience	439.00
		Second year	
		First six months of experience	467.00
		Thereafter, the wage specified in (a), i.e.	497.00
Supervisor (Millinery)			712.50
Watchman or Caretaker (Millinery)			719.00

5. In clause 4 (1) (b), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0, 5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 45."

6. In clause 4 (11) substitute the year "2008" for the year "2007".
7. In clause 4 (12), substitute the year "2008" for the year "2007" and the expression "1 September 2008" for the expression "1 September 2007", wherever it appears.
8. In clause 10, substitute the existing sub-clause (1) (d) with the following new sub-clause (1)(d):

“(1) (d) Aggregation of Overtime: For the purposes of determining the number of hours, or part thereof, which an employee should be paid at overtime rates, the hours worked outside the employee's normal working hours in terms of clause 9(1) of this part of the Agreement may be reduced by the number of hours or part thereof, in that pay week that the employee was absent.

Provided that no reduction of the overtime worked by an employee shall be made should the absence result from any of the following:

- (i) time not worked as a result of protected industrial/protest action;
- (ii) time not worked as a result of a public holiday as declared in terms of the Public Holidays Act;
- (iii) time not worked as a result of the employer having declared short time;

(iv) time not worked as a result of the employee being on authorised shop steward stewards time off; and

(v) time not worked as a result of any authorised absenteeism."

9. In clause 22, insert the following new sub-clause (1) and renumber the existing sub-clauses (1)(a) and (b), (2)(a), (b) and (c) and (3) to read "(2)(a) and (b)", "(3)(a), (b) and (c)" and "(4)":

"(1) The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution."

10. In sub-clause 22 (1) (a), now the new sub-clause (2) (a), substitute the expression "an amount equal to 0, 22% of each employee's wages per week, calculated at the qualified machinist's rate of pay, payable by means of a deduction from the employee's wages maximum of R1, 42 per week." for the expression "an amount of R1, 30 per week".

11. In sub-clause 22 (1) (b), now the new sub-clause (2) (b), substitute the expression "an amount equal to 0, 22% of each employee's wages per week, calculated at the qualified machinist's rate of pay, payable by the employer maximum of R1, 42 per week" for the expression "an amount of R1, 30 per employee per week".

12. In clause 26 (4) (a), substitute the expressions "R19, 40" and "R24, 10" for the expressions "R18, 40" and "R23, 10" respectively under Group 1 and the

expressions "R21, 40" and "R28, 10" for the expressions "R20, 40" and "R27, 10" respectively under Group 2.

13. In clause 26 (4) (b), substitute the expression "R5, 92" for the expression "R5, 43" under Group 1 and the expression "R7, 07" for the expression "R6, 49" under Group 2.

14. In clause 27 (3), substitute the expression "23 cents per week" for the expression "21 cents per week".

15. In clause 27 (4), substitute the expression "35 cents per week" for the expression "32 cents per week".

16. In clause 33, insert the following new sub-clause (6):

"(6) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production.

17. In clause 38 (5), substitute the expression "15 cents per week" for the expression "14 cents per week".

18. In clause 39 (3), substitute the expression "28 cents per week" for the expression "26 cents per week".

19. In clause 41 (1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".
20. In clause 45, substitute the existing sub-clauses (1), (2), (3), (4) and (5) with the new Clause contained in Annexure B.
21. Insert the following new clause 46:

"CLAUSE 46 : HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment as set out in Annexure A to this agreement shall be policy in the industry."

22. Insert the new clause 47: "CONTRACT EMPLOYEES" contained in Annexure D.

**11. PART G OF THE FORMER AGREEMENT: PROVISIONS FOR THE
WESTERN CAPE REGION (COUNTRY AREAS)**

1. In clause 1 (2) (b), substitute the expression "R46 566,00 per annum" for the expression "R42 328,00 per annum".
2. In clause 4 (1), substitute the existing wage schedule with the following new wage schedule:

		Wage per Week
		R
Part A - Cutting Department		
Head Cutter		895.50
Pattern Maker:		
(a)	Qualified	895.50
(b)	Learner	
	First year	
	First six months of experience	508.00
	Second six months of experience	559.00
	Second year	
	First six months of experience	612.00
	Second six months of experience	665.50
	Third year	
	First four months of experience	724.00
	Thereafter, the wage specified in (a), i.e.	895.50
Pattern Grader		
(a)	Qualified	726.00
(b)	Learner	
	First year	
	First six months of experience	474.00
	Second six months of experience	508.00
	Second year	
	First six months of experience	539.50
	Second six months of experience	574.00
	Third year	
	First six months of experience	612.00
	Next four months of experience	649.00
	Thereafter, the wage specified in (a), i.e.	726.00
Cutter, lay-maker:		
(a)	Qualified	699.50
(b)	Learner	
	First year	
	First six months of experience	428.00
	Second six months of experience	472.00
	Second year	
	First six months of experience	516.00
	Second six months of experience	562.50
	Third year	
	First six months of experience	616.00
	Next four months of experience	699.50
Interlining cutter, trimmer, leather cutter and tie cutter		
(a)	Qualified	510.00
(b)	Learner	
	First year	
	First six months of experience	384.50

			Wage per Week
			R
		Second six months of experience	405.00
		Second year	
		First six months of experience	427.00
		Second six months of experience	447.50
		Third year	
		First four months of experience	470.50
		Thereafter, the wage specified in (a) i.e.	510.00
	(c)	If advanced to learner cutter:	
		First six months from date of advancement	551.00
		Second six months from date of advancement	616.00
		Thereafter, the wage specified for a qualified cutter, i.e.	699.50
		Layer-up:	
	(a)	Qualified	437.50
		First year	
		First six months of experience	373.00
		Second six months of experience	384.50
		Second year	
		First six months of experience	399.50
		Thereafter, the wage specified in (a), i.e.	437.50
	(b)	If advanced to learner cutter:	
		First six months from date of advancement	437.50
		Second six months from date of advancement	516.00
		Third six months from date of advancement	562.50
		Fourth six months from date of advancement	616.00
		Thereafter, the wage specified for a qualified cutter, i.e.	699.50
		Clicker:	
	(a)	Qualified	525.50
	(b)	Learner	
		First year of experience	395.00
		Second year of experience	447.50
		Thereafter, the wage specified in (a), i.e.	525.50
		Tracer:	
	(a)	Qualified	493.50
	(b)	Learner	
		First year	
		First six months of experience	395.00
		Second six months of experience	421.00
		Second year	
		First six months of experience	445.50
		Thereafter, the wage specified in (a), i.e.	493.50
		Part B - Factory Operatives	
		Clothing machine mechanic:	
	(a)	Qualified	895.50

			Wage per Week
			R
(b)	Learner		
	First year		
	First six months of experience		508.00
	Second six months of experience		559.00
	Second year		
	First six months of experience		612.00
	Second six months of experience		665.50
	Third year		
	First six months of experience		724.00
	Next four months of experience		781.50
	Thereafter, the wage specified in (a), i.e.		895.50
Grade A employee:			
(a)	Qualified		559.00
(b)	Learner		
	First year		
	First six months of experience		397.00
	Second six months of experience		426.50
	Second year		
	First six months of experience		452.50
	Second six months of experience		479.00
	Third year		
	First four months of experience		
	Thereafter, the wage specified in (a), i.e.		559.00
Grade B employee:			
(a)	Qualified		474.00
(b)	Learner		
	First year		
	First six months of experience		390.00
	Second six months of experience		410.50
	Second year		
	First six months of experience		430.00
	Thereafter, the wage specified in (a), i.e.		474.00
(c)	If advanced to Grade A employee:		
	First six months from date of advancement		474.00
	Second six months from date of advancement		479.00
	Third six months from date of advancement		510.00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.		559.00
Grade C employee:			
(a)	Qualified		426.50
(b)	Learner		

			Wage per Week
			R
	First year		
	First six months of experience		382.50
	Second six months of experience		394.00
	Thereafter, the wage specified in (a), i.e.		426.50
(c)	If advanced to Grade B employee:		
	First six months from date of advancement		426.50
	Second six months from date of advancement		430.00
	Thereafter, the wage specified for a qualified Grade B employee, i.e.		474.00
Underpresser, blocker:			
(a)	Qualified		430.00
(b)	Learner		
	First year		
	First six months of experience		373.00
	Second six months of experience		384.50
	Second year		
	First six months of experience		399.50
	Second six months of experience		430.00
(c)	If advanced to learner presser:		
	First six months from date of advancement		430.00
	Second six months from date of advancement		510.00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.		559.00
Part C - Clerical employees			
Clerk			
(a)	Qualified		616.00
(b)	Learner		
	First year of experience		455.50
	Second year of experience		497.00
	Third year		
	First six months of experience		541.00
	Thereafter, the wage specified in (a), i.e.		616.00
Factory Clerk			
(a)	Qualified		463.00
(b)	Learner		
	First year of experience		372.00
	Second year of experience		395.50
	Third year		
	First six months of experience		424.50
	Thereafter, the wage specified in (a), i.e.		463.00
Part D - General			

	Wage per Week
	R
Boiler attendant	439.00
Despatch packer	453.00
General Worker	424.50
Labourer	430.00
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 is as follows -	
(a) under 2 720 kg	474.50
(b) 2 720 kg and over	539.50
Supervisor, quality controller and instructor	574.00
Traveller's driver	474.50
Watchman or caretaker, whose ordinary hours of work are -	
(a) less than 60 hours per week	491.50
(b) 60 hours per week	516.00

3. In clause 4 (1), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 45."

4. In clause 4 (11), substitute the year "2008" for the year "2007".
5. In clause 4 (12), substitute the year "2008" for the year "2007", and the expression "1 September 2008" for the expression "1 September 2007", wherever it appears.
6. In clause 10, substitute the existing sub-clause (1)(d) with the following new sub-clause (1) (d):

“(1) (d) Aggregation of Overtime: For the purposes of determining the number of hours, or part thereof, which an employee should be paid at overtime rates, the hours worked outside the employee’s normal working hours in terms of clause 9(1) of this part of the Agreement may be reduced by the number of hours or part thereof, in that pay week that the employee was absent.

Provided that no reduction of the overtime worked by an employee shall be made should the absence result from any of the following:

- (i) time not worked as a result of protected industrial/protest action;
- (ii) time not worked as a result of a public holiday as declared in terms of the Public Holidays Act;
- (iii) time not worked as a result of the employer having declared short time;
- (iv) time not worked as a result of the employee being on authorised shop steward stewards time off; and
- (v) time not worked as a result of any authorised absenteeism.

7. In clause 22, insert the following new sub-clause (1) and renumber the existing sub-clauses (1) (a) and (b), (2) (a), (b) and (c) and (3) to read “(2) (a) and (b)”, “(3) (a), (b) and (c)” and “(4)”:

“22 (1) The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution.”

8. In sub-clause 22 (1) (a), now the new sub-clause (2) (a), substitute the expression "an amount equal to 0, 30% of each employee's wages per week, calculated at the qualified machinist rate of pay, payable by means of a deduction from the employee's wages maximum of R1, 42 per week." for the expression "an amount of R1, 30 per week."
9. In sub-clause 22 (1) (b), now the new sub-clause (2) (b), substitute the expression "an amount equal to 0, 30% of each employee's wages per week, calculated at the qualified machinist's rate of pay, payable by the employer maximum of R1., 42 per week" for the expression "an amount of R1, 30 per employee per week".
10. In clause 26 (4) (a), substitute the expressions "R19, 40" and "R24, 10" for the expressions "R18, 40" and "R23, 10" respectively under Group 1 and the expressions "R21, 40" and "R28, 10" for the expressions "R20, 40" and "R27, 10" respectively under Group 2.
11. In clause 26 (4) (b), substitute the expression "R5, 92" for the expression "R5, 43" under Group 1 and the expression "R7, 07" for the expression "R6, 49" under Group 2.
12. In clause 27 (3), substitute the expression "22 cents per week" for the expression "21 cents per week".
13. In clause 27 (4), substitute the expression "33 cents per week" for the

expression "32 cents per week".

14. In clause 33, insert the following new sub-clause (6):

"(6) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production.

15. In clause 38 (5), substitute the expression "15 cents per week" for the expression "13 cents per week".

16. In clause 39(3), substitute the expression "28 cents per week" for the expression "26 cents per week".

17. In clause 41 (1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".

18. In clause 45, substitute the existing sub-clauses (1), (2), (3), (4) and (5) with the new Clause contained in Annexure B.

19. Insert the following new clause 46:

"CLAUSE 46: HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment as set out in Annexure A to this agreement shall be policy in the industry. "

20. Insert the new clause 47: "CONTRACT EMPLOYEES" contained in Annexure D.

**12. PART H OF THE FORMER AGREEMENT: PROVISIONS FOR THE
WESTERN CAPE REGION (KNITTING)**

1. In clause 4 (1), substitute the existing wage schedule with the following new wage schedule:

			Wage per week
			R
Part A - Cutting Department			
Pattern Maker:			
(a)	Qualified		1219.50
(b)	Learner		
	First year		
	First six months of experience	R	683.00
	Second six months of experience		754.00
	Second year		
	First six months of experience		825.50
	Second six months of experience		901.50
	Third year		
	First six months of experience		982.50
	Next four months of experience		1061.00
	Thereafter, the wage specified in (a), i.e.		1219.50
Pattern Grader			
(a)	Qualified		984.00
(b)	Learner		
	First year		
	First six months of experience		643.00

			Wage per week
			R
		Second six months of experience	683.00
		Second year	
		First six months of experience	723.50
		Second six months of experience	775.00
		Third year	
		First six months of experience	825.50
		Next four months of experience	879.00
		Thereafter, the wage specified in (a), i.e.	984.00
Football Jersey Cutter			
(a)		Qualified	684.00
(b)		Learner	
		First year	
		First six months of experience	513.50
		Second six months of experience	544.00
		Second year	
		First six months of experience	573.00
		Second six months of experience	603.50
		Third year	
		Next four months of experience	632.50
		Thereafter, the wage specified in (a), i.e.	684.00
Layer-up			
(a)		Qualified	589.50
(b)		Learner	
		First year	
		First six months of experience	496.50
		Second six months of experience	513.50
		Second year	
		Next four months of experience	536.50
		Thereafter, the wage specified in (a), i.e.	589.50
Part B - Factory Operatives			
Grade A employee:			
(a)		Qualified	754.00
(b)		Learner	
		First year	
		First six months of experience	530.50
		Second six months of experience	572.00
		Second year	
		First six months of experience	611.00
		Second six months of experience	643.00
		Third year	
		Next four months of experience	684.00
		Thereafter, the wage specified in (a), i.e.	754.00
Grade B employee:			
(a)		Qualified	644.50
(b)		Learner	

			Wage per week R
		First year	
		First six months of experience	523.00
		Second six months of experience	550.00
		Second year	
		First six months of experience	578.00
		Thereafter, the wage specified in (a), i.e.	644.50
(c)		If advanced to Grade A employee:	
		First six months from date of advancement	644.50
		Second six months from date of advancement	663.50
		Third six months from date of advancement	684.00
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	754.00
Grade C employee:			
(a)		Qualified	572.00
(b)		Learner	
		First year	
		First six months of experience	512.50
		Second six months of experience	527.50
		Thereafter, the wage specified in (a), i.e.	572.00
(c)		If advanced to Grade B employee:	
		First six months from date of advancement	572.00
		Second six months from date of advancement	578.00
		Thereafter, the wage specified for a qualified Grade B employee, i.e.	644.50
Part C - Clerical employees			
Clerk			
(a)		Qualified	830.50
(b)		Learner	
		First year	612.50
		Second year	666.00
		Third year	
		Next four months of experience	728.00
		Thereafter, the wage specified in (a), i.e.	830.50
Factory Clerk			
(a)		Qualified	624.00
(b)		Learner	
		First year	496.50
		Second year	529.00
		Third year	
		Next four months of experience	572.00
		Thereafter, the wage specified in (a), i.e.	624.00
Part D - General			
Boiler attendant			592.00
Despatch packer			611.00

		Wage per week R
General Worker		572.00
Labourer		578.00
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	611.00
(b)	exceeds 1 360 but not 2 720 kg	634.50
(c)	exceeds 2 720 kg	723.50
Supervisor, quality controller and instructor		775.00
Traveller's driver		634.50
Watchman or caretaker, whose ordinary hours of work are -		
(a)	less than 60 hours per week	659.50
(b)	60 hours per week	692.00

2. In clause 4 (1), insert the following new wording after the wage schedule:

"The wage levels specified in the table above shall be increased by 0,5%, for those companies who do not have an agreed productivity incentive scheme in place, by 1 November 2008 and as per Clause 45."

3. In clause 4 (10), substitute the year "2008" for the year "2007".

4. In clause 4 (11), substitute the year "2008" for the year "2007", and the expression "1 September 2008" for the expression "1 September 2007", wherever it appears.

5. In clause 10, substitute the existing sub-clause (d) with the following new sub-clause (d):

“(d) Aggregation of Overtime: For the purposes of determining the number of hours, or part thereof, which an employee should be paid at overtime rates, the hours worked outside the employee’s normal working hours in terms of clause 9(1) of this part of the Agreement may be reduced by the number of hours or part thereof, in that pay week that the employee was absent.

Provided that no reduction of the overtime worked by an employee shall be made should the absence result from any of the following:

- (i) time not worked as a result of protected industrial/protest action;
- (ii) time not worked as a result of a public holiday as declared in terms of the Public Holidays Act;
- (iii) time not worked as a result of the employer having declared short time;
- (iv) time not worked as a result of the employee being on authorised shop steward stewards time off; and
- (v) time not worked as a result of any authorised absenteeism.

6. In clause 22, insert the following new sub-clause (1) and renumber the existing sub-clauses (1) (a) and (b), (2) (a), (b) and (c) and (3) to read “(2) (a) and (b)”, “(3) (a), (b) and (c)” and “(4)”:

“(1) The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution.”

7. In sub-clause 22 (1) (a), now the new sub-clause (2) (a), substitute the expression "an amount equal to 0, 22 % of each employee's wages per week, calculated at the qualified machinist's rate of pay, payable by means of a deduction from the employee's wages maximum of R1, 42 per week." for the expression "an amount of R1, 30 per week."
8. In sub-clause 22 (1) (b), now the new sub-clause (2) (b), substitute the expression "an amount equal to 0, 22% of each employee's wages per week, calculated at the qualified machinist's rate of pay, payable by the employer maximum of R1, 42 per week" for the expression "an amount of R1, 30 per employee per week".
9. In clause 26 (4) (a), substitute the expressions "R19, 40" and "R24, 10" for the expressions "R18, 40" and "R23, 10" respectively under Group 1 and the expressions "R21, 40" and "R28, 10" for the expressions "R20, 40" and "R27, 10" respectively under Group 2.
10. In clause 26 (4) (b), substitute the expression "R5, 92" for the expression "R5, 43" under Group 1 and the expression "R7, 07" for the expression "R6, 49" under Group 2.
11. In clause 27 (3), substitute the expression "22 cents per week" for the expression "21 cents per week".

12. In clause 27 (4), substitute the expression "35 cents per week" for the expression "32 cents per week".
13. In clause 33, insert the following new sub-clause (6):

“(6) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards’ own time and dealt with in a manner that is not disruptive to production”.
14. In clause 38 (5), substitute the expression "15 cents per week" for the expression "14 cents per week".
15. In clause 39 (3), substitute the expression "28 cents per week" for the expression "26 cents per week".
16. In clause 41 (1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".
17. In clause 45, substitute the existing sub-clauses (1), (2), (3), (4) and (5) with the new Clause contained in Annexure B.
18. Insert the following new clause 46:

"CLAUSE 46 : HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment as set out in Annexure A to this agreement shall be policy in the industry. "

19. Insert the new clause 47: "CONTRACT EMPLOYEES" contained in Annexure D.

13. PART I OF THE FORMER AGREEMENT: PROVISIONS FOR THE NON-METRO AREAS

1. In clause 4 (1), substitute the existing wage schedule with the following new wage schedule.

Category/Occupation	In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage	In all other Areas
	Wage Rate per week	Wage Rate per week
Category A		
0 - 6 months	389.00	328.00
Thereafter	432.50	361.00
Category B		
0 - 6 months	387.50	326.50
7 - 12 months	418.00	349.00
13 - 18 months	448.50	371.00
Thereafter	488.50	399.00
Category C		
0 - 6 months	427.00	355.50
7 - 12 months	478.00	391.50
13 - 18 months	528.50	427.50
19 - 22 months	579.00	467.00
Thereafter	629.50	506.50
Category D		
0 - 6 months	427.00	355.50
7 - 12 months	464.50	382.00
13 - 18 months	514.50	409.00
19 - 22 months	539.50	436.00
Thereafter	618.00	497.50
Category E		
0 - 6 months	452.50	373.50
7 - 12 months	512.00	416.00

Category/Occupation	In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage	In all other Areas
	Wage Rate per week	Wage Rate per week
13 - 18 months	579.50	467.50
19 - 22 months	647.00	520.50
Thereafter	720.00	577.00
Band Knife Cutter		
0 - 6 months	407.50	341.50
7 - 12 months	445.50	368.50
13 - 18 months	481.50	394.50
19 - 22 months	522.00	423.00
Thereafter	583.00	470.50
Clerical		
0 - 6 months	419.50	350.50
7 - 12 months	467.50	384.50
13 - 18 months	506.00	412.00
Thereafter	593.00	478.00
Assistant Head Cutter	696.00	559.00
Head Cutter	857.50	685.50
Foreperson	760.50	631.00
Watchperson	503.00	409.50
Driver 1 (454kg)	476.00	390.50
Driver 2 (454 - 2722kg)	515.50	418.50
Driver 3 (2722 -4540kg)	592.00	477.50
Driver 4 (4540kg)	705.00	566.00

2. In clause 4 (6), substitute the year "2008" for the year "2007".
3. In clause 4 (8), substitute the year "2008" for the year "2007", and the expression "1 September 2008" for the expression "1 September 2007", wherever it appears.
4. In clause 32, insert new sub-clause (1) and renumber the existing sub-clauses (1), (2), (3) and (4) to read " (2), (3), (4) and (5)":

"(1) The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution."

5. In sub-clause 32 (1), now the new sub-clause (2), delete the existing wording and substitute with the following new wording:

“(2) The following table shall be used in determining the new NBC levy contributions:

Employees	Employers
In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage; Calculated at 0.3134% of a qualified machinist rate of pay (This equates to R1,53 per week payable by employees by means of a deduction from their wages)	In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage; Calculated at 0.303% of a qualified machinist rate of pay (This equates to R1,42 per week payable by employees by means of a deduction from their wages)
<u>In all other areas:</u> Calculated at 0.3835% of a qualified machinist rate of pay (This equates to R1,53 per week payable by employees by means of a deduction from their wages)	<u>In all other areas:</u> Calculated at 0.37% of a qualified machinist rate of pay (This equates to R1,48 per week payable by employees by means of a deduction from their wages)

6. In clause 35, insert the following new sub-clause (6):

“(6) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production.”

7. In subclause 36(6), substitute the expression “33 cents” for the expression “30 cents”.

8. In clause 40 (1), substitute the expression "31 August 2009" for the expression "31 August 2008" and the expression "1 September 2008" for the expression "1 September 2007".
9. Insert the new clause 43: "INDUSTRY PROTECTION FUND" contained in Annexure C.
10. Insert the following new clause 44:

"CLAUSE 44 : HIV/AIDS

The Code of Good Practice on Key Aspects of HIV/AIDS and Employment as set out in Annexure A to this agreement shall be policy in the industry. "

11. Insert the new clause 47: "CONTRACT EMPLOYEES" contained in Annexure D.

Signed at **CAPE TOWN** on behalf of the Parties this **27th** day of **AUGUST 2008**.

F OOSTHUYZEN
Chairperson

P J BRAND
Vice-Chairperson

S D NDUNA
General Secretary

ANNEXURE A**CODE OF GOOD PRACTICE ON KEY ASPECTS OF HIV/AIDS
AND EMPLOYMENT WITHIN THE CLOTHING MANUFACTURING
INDUSTRY OF SOUTH AFRICA****1. INTRODUCTION**

- 1.1. The Human Immunodeficiency Virus (HIV) and the Acquired Immune Deficiency Syndrome (AIDS) are serious public health problems, which have socio economic, employment and human rights implications.
- 1.2. It is recognised that the HIV/AIDS epidemic will affect every workplace, with prolonged staff illness, absenteeism, and death impacting on productivity, employee benefits, occupational health and safety, production costs and workplace morale.
- 1.3. HIV knows no social, gender, age or racial boundaries, but it is accepted that socio-economic circumstances do influence disease patterns. HIV thrives in an environment of poverty, rapid urbanisation, violence and destabilisation. Transmission is exacerbated by disparities in resources and patterns of migration from rural to urban areas. Women, particularly are more vulnerable to infection in cultures and economic circumstances where they have little control over their lives.
- 1.4. Furthermore HIV/AIDS is still a disease surrounded by ignorance, prejudice, discrimination and stigma. In the workplace unfair discrimination against people living with HIV and AIDS has been perpetuated through

practices such as pre-employment HIV testing, dismissals for being HIV positive and the denial of employee benefits.

1.5. One of the most effective ways of reducing and managing the impact of HIV/AIDS in the workplace is through the implementation of an HIV/AIDS policy and programme. Addressing aspects of HIV/AIDS in the workplace will enable employers, trade unions and government to actively contribute towards local, national and international efforts to prevent and control HIV/AIDS. In light of this, the Code has been developed as a guide to employers, trade unions and employees.

1.6. Furthermore the Code seeks to assist with the attainment of the broader goals of:

- eliminating unfair discrimination in the workplace based on HIV status;
- promoting a non-discriminatory workplace in which people living with HIV or AIDS are able to be open about their HIV status without fear of stigma or rejection;
- promoting appropriate and effective ways of managing HIV in the workplace;
- creating a balance between the rights and responsibilities of all parties.

2. OBJECTIVES

2.1. The Code's primary objective is to set out a policy for employers and the trade union within the clothing manufacturing industry to implement so as to ensure individuals with HIV infection are not unfairly discriminated against in the workplace. This includes provisions regarding:

- (i) creating a non-discriminatory work environment;
- (ii) dealing with HIV testing, confidentiality and disclosure;
- (iii) providing equitable employee benefits;
- (iv) dealing with dismissals; and
- (v) managing grievance procedures.

2.2. The Code's secondary objective is to provide a policy for employers, employees and the trade union within the clothing manufacturing industry on how to manage HIV/AIDS within the workplace. Since the HIV/AIDS epidemic impacts upon the workplace and individuals at a number of different levels, it requires a holistic response which takes all of these factors into account. The Code therefore includes principles, which are dealt with in more detail under the statutes listed in item 5.1., on the following:

- (i) creating a safe working environment for all employers and employees;
- (ii) developing procedures to manage occupational incidents and claims for compensation;
- (iii) introducing measures to prevent the spread of HIV;
- (iv) developing strategies to assess and reduce the impact of the epidemic upon the workplace; and
- (v) supporting those individuals who are infected or affected by HIV/AIDS so that they may continue to work productively for as long as possible.

2.3 In addition, the Code promotes the establishment of mechanisms to foster co-operation at the following levels:

- (i) between employers, employees and the trade union in the workplace; and

- (ii) between the workplace and other stakeholders at a sectoral, local, provincial and national level.

3. POLICY PRINCIPLES

- 3.1. The promotion of equality and non-discrimination between individuals with HIV infection and those without, and between HIV/AIDS and other comparable health/medical conditions.
- 3.2. The creation of a supportive environment so that HIV infected employees are able to continue working under normal conditions in their current employment for as long as they are medically fit to do so.
- 3.3. The protection of human rights and dignity of people living with HIV or AIDS is essential to the prevention and control of HIV/AIDS.
- 3.4. HIV/AIDS impacts disproportionately on women and this should be taken into account in the development of workplace policies and programmes.
- 3.5. Consultation, inclusivity and encouraging full participation of all stakeholders are key principles which should underpin every HIV/AIDS policy and programme.

4. APPLICATION AND SCOPE

- 4.1. All employers and employees within the clothing manufacturing industry, and their respective organisations are encouraged to use this Code to develop, implement and refine their HIV/AIDS policies and programmes to suit the needs of their workplaces.
- 4.2. For the purposes of this code, the term "workplace" should be interpreted more broadly than the definition given in the Labour Relations Act, Act 66 of 1995, Section 213, to include the working environment of, amongst others, persons not necessarily in an employer-employee relationship, those working in the informal sector and the self-employed.

- 4.3. This Code, however, does not impose any legal obligation in addition to those in the Employment Equity Act, the Labour Relations Act and this code, or in any other legislation referred to in the Code.
- 4.4. The Code should be read in conjunction with other codes of good practice that may be issued by the Minister of Labour.

5. LEGAL FRAMEWORK

- 5.1. The Code should be read in conjunction with the Constitution of South Africa Act, No. 108 of 1996, and all relevant Legislation which includes the following:
 - (i) Employment Equity Act, No. 55 of 1998;
 - (ii) Labour Relations Act, No. 66 of 1995;
 - (iii) Occupational Health and Safety Act, No. 85 of 1993;
 - (iv) Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993;
 - (v) Basic Conditions of Employment Act, No. 75 of 1997; and
 - (vi) Medical Schemes Act, No. 131 of 1998.
 - (vii) Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000.
- 5.2. The contents of this code should be taken into account when developing, implementing or reviewing any workplace policies or programmes in terms of the statutes listed above.
- 5.3. The following are selected, relevant sections contained in certain of the above-mentioned legislation. These should be read in conjunction with other legislative provisions.

- 5.3.1. The Code is issued in terms of Section 54(1)(a) of the Employment Equity Act, No 55 of 1998 and is based on the principle that no person may be unfairly discriminated against on the basis of their HIV status. In order to assist employers and employees to apply this principle consistently in the workplace, the Code makes reference to other pieces of legislation.
- 5.3.2. Section 6(1) of the Employment Equity Act provides that no person may unfairly discriminate against an employee, or an applicant for employment, in any employment policy or practice, on the basis of his or her HIV status. In any legal proceedings in which it is alleged that any employer has discriminated unfairly, the employer must prove that any discrimination or differentiation was fair.
- 5.3.3. No employee, or applicant for employment, may be required by their employer to undergo an HIV test in order to ascertain their HIV status. HIV testing by or on behalf of an employer may only take place where the Labour Court has declared such testing to be justifiable in accordance with Section 7(2) of the Employment Equity Act.
- 5.3.4. In accordance with Section 187(1)(f) of the Labour Relations Act, No. 66 of 1995, an employee with HIV/AIDS may not be dismissed simply because he or she is HIV positive or has AIDS. However where there are valid reasons related to their capacity to continue working and fair procedures have been followed, their services may be terminated in accordance with Section 188(1)(a)(i).
- 5.3.5. In terms of Section 8(1) of the Occupational Health and Safety Act, No. 85 of 1993; an employer is obliged to provide, as far as is reasonably practicable, a safe workplace. This may include ensuring that the risk of occupational exposure to HIV is minimised.
- 5.3.6. An employee who is infected with HIV as a result of an occupational exposure to infected blood or bodily fluids, may apply for benefits in terms

of Section 22(1) of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

5.3.7. In accordance with the Basic Conditions of Employment Act, No. 75 of 1997, every employer is obliged to ensure that all employees receive certain basic standards of employment, including a minimum number of days sick leave [Section 22(2)].

5.3.8. In accordance with Section 24(2)(e) of the Medical Schemes Act, No 131 of 1998, a registered medical aid scheme may not unfairly discriminate directly or indirectly against its members on the basis of their "state of health". Further in terms of s 67(1)(9) regulations may be drafted stipulating that all schemes must offer a minimum level of benefits to their members.

5.3.9. In accordance with both the common law and Section 14 of the Constitution of South Africa Act, No. 108 of 1996, all persons with HIV or AIDS have a right to privacy, including privacy concerning their HIV or AIDS status. Accordingly there is no general legal duty on an employee to disclose his or her HIV status to their employer or to other employees.

6. PROMOTING A NON-DISCRIMINATORY WORK ENVIRONMENT

6.1. No person with HIV or AIDS shall be unfairly discriminated against within the employment relationship or within any employment policies or practices, including with regard to:

- (i) recruitment procedures, advertising and selection criteria;
- (ii) appointments, and the appointment process, including job placement;
- (iii) job classification or grading;
- (iv) remuneration, employment benefits and terms and conditions of employment;

- (v) employee assistance programmes;
- (vi) job assignments;
- (ix) training and development;
- (x) performance evaluation systems;
- (xi) promotion, transfer and demotion;
- (xiii) termination of services.

6.2. To promote a non-discriminatory work environment based on the principle of equality, employers and the trade union should adopt appropriate measures to ensure that employees with HIV and AIDS are not unfairly discriminated against and are protected from victimisation through positive measures such as:

- (i) preventing unfair discrimination and stigmatisation of people living with HIV or AIDS through the development of HIV/AIDS policies and programmes for the workplace;
- (ii) awareness, education and training on the rights of all persons with regard to HIV and AIDS;
- (iii) mechanisms to promote acceptance and openness around HIV/AIDS in the workplace;
- (iv) providing support for all employees infected or affected by HIV and AIDS; and
- (v) grievance procedures and disciplinary measures to deal with HIV-related complaints in the workplace.

7. HIV TESTING, CONFIDENTIALITY AND DISCLOSURE

7.1. HIV Testing

7.1.1. No employer may require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As

provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing.

7.1.2. Whether s 7(2) of the Employment Equity Act prevents an employer-provided health service supplying a test to an employee who requests a test, depends on whether the Labour Courts would accept that an employee can knowingly agree to waive the protection in the section. This issue has not yet been decided by the courts. 1[1]

7.1.3. In implementing the sections below, it is recommended that parties take note of the position set out in item

7.1.4. Authorised testing

Employers must approach the Labour Court for authorisation in, amongst others, the following circumstances:

- (i) during an application for employment;
- (ii) as a condition of employment;
- (iii) during procedures related to termination of employment;
- (iv) as an eligibility requirement for training or staff development programmes; and
- (v) as an access requirement to obtain employee benefits.

7.1.5. Permissible testing

- (a) An employer may provide testing to an employee who has requested a test in the following circumstances:
 - (i) As part of a health care service provided in the workplace;

1[1] The Employment Equity Act does not make it a criminal offence for an employer to conduct a test in violation of s 7(2). However an employee who alleges that his or her right not to be tested has been violated may refer a dispute to the National Bargaining Council for conciliation, and if this does not resolve the dispute, to the Labour Court for determination.

- (ii) In the event of an occupational accident carrying a risk of exposure to blood or other body fluids;
 - (iii) For the purposes of applying for compensation following an occupational accident involving a risk of exposure to blood or other body fluids.
- (b) Furthermore, such testing may only take place within the following defined conditions:
 - (i) At the initiative of an employee;
 - (ii) Within a health care worker and employee-patient relationship;
 - (iii) With informed consent and pre- and post-test counselling, as defined by the Department of Health's National Policy on Testing for HIV; and
 - (iv) With strict procedures relating to confidentiality of an employee's HIV status as described in clause 7.2 of this Code.

7.1.6 All testing, including both authorised and permissible testing, should be conducted in accordance with the Department of Health's National Policy on Testing for HIV issued in terms of the National Policy for Health Act, No. 116 of 1990.

7.1.7. Informed consent means that the individual has been provided with information, understands it and based on this has agreed to undertake the HIV test. It implies that the individual understands what the test is, why it is necessary, the benefits, risks, alternatives and any possible social implications of the outcome.

7.1.8. Anonymous, unlinked surveillance or epidemiological HIV testing in the workplace may occur provided it is undertaken in accordance with ethical

and legal principles regarding such research.^{2[2]} Where such research is done, the information obtained may not be used to unfairly discriminate against individuals or groups of persons. Testing will not be considered anonymous if there is a reasonable possibility that a person's HIV status can be deduced from the results.

7.2. Confidentiality and Disclosure

7.2.1. All persons with HIV or AIDS have the legal right to privacy. An employee is therefore not legally required to disclose his or her HIV status to their employer or to other employees.

7.2.2. Where an employee chooses to voluntarily disclose his or her HIV status to the employer or to other employees, this information may not be disclosed to others without the employee's express written consent. Where written consent is not possible, steps must be taken to confirm that the employee wishes to disclose his or her status.

7.2.3. Mechanisms should be created to encourage openness, acceptance and support for those employers and employees who voluntarily disclose their HIV status within the workplace, including:

- (i) encouraging persons openly living with HIV or AIDS to conduct or participate in education, prevention and awareness programmes;
- (ii) encouraging the development of support groups for employees living with HIV or AIDS; and
- (iii) ensuring that persons who are open about their HIV or AIDS status are not unfairly discriminated against or stigmatised.

^{2[2]} See amongst others the Department of Health's National Policy for Testing for HIV and the Biological Hazardous Agents Regulations.

8. PROMOTING A SAFE WORKPLACE

8.1 An employer is obliged to provide and maintain, as far as is reasonably practicable, a workplace that is safe and without risk to the health of its employees.

8.2 The risk of HIV transmission in the workplace is minimal. However occupational accidents involving bodily fluids may occur, particularly in the health care professions. Every workplace should ensure that it complies with the provisions of the Occupational Health and Safety Act, including the Regulations on Hazardous Biological Agents, and that its policy deals with, amongst others:

- (i) the risk, if any, of occupational transmission within the particular workplace;
- (ii) appropriate training, awareness, education on the use of universal infection control measures so as to identify, deal with and reduce the risk of HIV transmission in the workplace;
- (iii) providing appropriate equipment and materials to protect employees from the risk of exposure to HIV;
- (iv) the steps that must be taken following an occupational accident including the appropriate management of occupational exposure to HIV and other blood borne pathogens, including access to post-exposure prophylaxis;
- (v) the procedures to be followed in applying for compensation for occupational infection;
- (vi) the reporting of all occupational accidents; and
- (vii) adequate monitoring of occupational exposure to HIV to ensure that the requirements of possible compensation claims are being met.

9. COMPENSATION FOR OCCUPATIONALLY ACQUIRED HIV

- 9.1. An employee may be compensated if he or she becomes infected with HIV as a result of an occupational accident, in terms of the Compensation for Occupational Injuries and Diseases Act.

Employers should take reasonable steps to assist employees with the application for benefits including:

- (i) providing information to affected employees on the procedures that will need to be followed in order to qualify for a compensation claim; and
 - (ii) assisting with the collection of information which will assist with proving that the employees were occupationally exposed to HIV infected blood.
- 9.2. Occupational exposure should be dealt with in terms of the Compensation for Occupational Injuries and Diseases Act. Employers should ensure that they comply with the provisions of this Act and any procedure or guideline issued in terms thereof.

10. EMPLOYEE BENEFITS

- 10.1. Employees with HIV or AIDS may not be unfairly discriminated against in the allocation of employee benefits.
- 10.2. Employees who become ill with AIDS should be treated like any other employee with a comparable life threatening illness with regard to access to employee benefits.

- 10.3. Information from benefit schemes on the medical status of an employee should be kept confidential and should not be used to unfairly discriminate.
- 10.4. Where an employer offers a medical scheme as part of the employee benefit package it must ensure that this scheme does not unfairly discriminate, directly or indirectly, against any person on the basis of his or her HIV status.

11. DISMISSAL

- 11.1. Employees with HIV/AIDS may not be dismissed solely on the basis of their HIV/AIDS status.
- 11.2. Where an employee has become too ill to perform their current work, an employer is obliged to follow accepted guidelines regarding dismissal for incapacity before terminating an employee's services, as set out in the Code of Good Practice on Dismissal contained in Schedule 8 of the Labour Relations Act.
- 11.3. The employer should ensure that as far as possible, the employee's right to confidentiality regarding his or her HIV status is maintained during any incapacity proceedings. An employee cannot be compelled to undergo an HIV test or to disclose his or her HIV status as part of such proceedings unless the Labour Court authorised such a test.

12. GRIEVANCE PROCEDURES

- 12.1. Employers should ensure that the rights of employees with regard to HIV/AIDS, and the remedies available to them in the event of a breach of such rights, become integrated into existing grievance procedures.

- 12.2. Employers should create an awareness and understanding of the grievance procedures and how employees can utilise them.
- 12.3. Employers should develop special measures to ensure the confidentiality of the complainant during such proceedings, including ensuring that such proceedings are held in private.

13. MANAGEMENT OF HIV IN THE WORKPLACE

- 13.1. The effective management of HIV/AIDS in the workplace requires an integrated strategy that includes, amongst others, the following elements:

- 13.1.1. An understanding and assessment of the impact of HIV/AIDS on the workplace; and

- 13.1.2. Long and short term measures to deal with and reduce this impact, including:

- (i) An HIV/AIDS Policy for the workplace
 - (ii) HIV/AIDS Programmes, which would incorporate:
 - (a) Ongoing sustained prevention of the spread of HIV among employees and their communities;
 - (b) Management of employees with HIV so that they are able to work productively for as long as possible; and
 - (c) Strategies to deal with the direct and indirect costs of HIV/AIDS in the workplace.

14. ASSESSING THE IMPACT OF HIV/AIDS ON THE WORKPLACE

- 14.1. Employers and the trade union should develop appropriate strategies to understand, assess and respond to the impact of HIV/AIDS in their particular workplace and sector. This should be done in cooperation with

sectoral, local, provincial and national initiatives by government, civil society and non-governmental organisations.

14.2. Broadly, impact assessments should include:

- (i) Risk profiles; and
- (ii) Assessment of the direct and indirect costs of HIV/AIDS;

14.3. Risk profiles may include an assessment of the following:

- (i) The vulnerability of individual employees or categories of employees to HIV infection;
- (ii) The nature and operations of the organisation and how these may increase susceptibility to HIV infection (e.g. migrancy or hostel dwellings);
- (iii) A profile of the communities from which the organisation draws its employees;
- (iv) A profile of the communities surrounding the organisation's place of operation; and
- (v) An assessment of the impact of HIV/AIDS upon their target markets and client base.

14.4. The assessments should also consider the impact that the HIV/AIDS epidemic may have on:

- (i) Direct costs such as costs to employee benefits, medical costs and increased costs related to staff turnover such as training and recruitment costs and the costs of implementing an HIV/AIDS programme;
- (ii) Indirect costs such as costs incurred as a result of increased absenteeism, employee morbidity, loss of productivity, a general decline in workplace morale and possible workplace disruption;

14.5. The cost effectiveness of any HIV/AIDS interventions should also be measured as part of an impact assessment

15. MEASURES TO DEAL WITH HIV/AIDS WITHIN THE WORKPLACE

15.1. A Workplace HIV/AIDS Policy

15.1.1. Every workplace should develop an HIV/AIDS policy^{3[3]}, in order to ensure that employees affected by HIV/AIDS are not unfairly discriminated against in employment policies and practices. This policy should cover:

- (i) the organisation's position on HIV/AIDS;
- (ii) an outline of the HIV/AIDS programme;
- (iii) details on employment policies (e.g. position regarding HIV testing, employee benefits, performance management and procedures to be followed to determine medical incapacity and dismissal);
- (iv) express standards of behaviour expected of employers and employees and appropriate measures to deal with deviations from these standards;
- (v) grievance procedures in line with item 12 of this Code;
- (vi) set out the means of communication within the organisation on HIV/AIDS issues;
- (vii) details of employee assistance available to persons affected by HIV/AIDS;
- (viii) details of implementation and coordination responsibilities; and
- (ix) monitoring and evaluation mechanisms.

15.1.2 All policies should be developed in consultation with key stakeholders within the workplace including the trade union, employee representatives, occupational health staff and the human resources department.

15.1.3 The policy should reflect the nature and needs of the particular workplace.

15.1.4 Policy development and implementation is a dynamic process, so the workplace policy should be:

- (i) communicated to all concerned;
- (ii) routinely reviewed in light of epidemiological and scientific information; and
- (iii) monitored for its successful implementation and evaluated for its effectiveness.

15.2. Developing Workplace HIV/AIDS Programmes

15.2.1 It is recommended that every workplace works towards developing and implementing a workplace HIV/AIDS programme aimed at preventing new infections, providing care and support for employees who are infected or affected, and managing the impact of the epidemic in the organisation.

15.2.2 The nature and extent of a workplace programme should be guided by the needs and capacity of each individual workplace. However, it is recommended that every workplace programme should attempt to address the following in cooperation with the sectoral, local, provincial and national initiatives:

- (i) hold regular HIV/AIDS awareness programmes;
- (ii) encourage voluntary testing;
- (iii) conduct education and training on HIV/AIDS;
- (iv) promote condom distribution and use;
- (v) encourage health seeking behaviour for STD's;

3[3] This policy could either be a specific policy on HIV/AIDS, or could be incorporated in a policy on life

- (vi) enforce the use of universal infection control measures;
- (vii) create an environment that is conducive to openness, disclosure and acceptance amongst all staff;
- (viii) endeavour to establish a wellness programme for employees affected by HIV/AIDS;
- (ix) provide access to counselling and other forms of social support for people affected by HIV/AIDS;
- (x) maximise the performance of affected employees through reasonable accommodation, such as investigations into alternative sick leave allocation;
- (xi) develop strategies to address direct and indirect costs associated with HIV/AIDS in the workplace, as outlined under item 14.4
- (xii) regularly monitor, evaluate and review the programme.

15.2.3 Employers should take all reasonable steps to assist employees with referrals to appropriate health, welfare and psycho-social facilities within the community, if such services are not provided at the workplace

16. INFORMATION AND EDUCATION

- 16.1 The National Bargaining Council should ensure that copies of this code are available and accessible.
- 16.2 Employers and employer organisations should include the Code in their orientation, education and training programmes of employees.
- 16.3 The trade union should include the Code in their education and training programmes of shop stewards and employees.

threatening illness.

GLOSSARY

<i>Affected employee</i>	an employee who is affected in any way by HIV/AIDS e.g. if they have a partner or a family member who is HIV positive
<i>AIDS</i>	AIDS is the acronym for "acquired immune deficiency syndrome". AIDS is the clinical definition given to the onset of certain life-threatening infections in persons whose immune systems have ceased to function properly as a result of infection with HIV.
<i>Epidemiological</i>	The study of disease patterns, causes, distribution and mechanisms of control in society.
<i>HIV</i>	HIV is the acronym for "human immuno deficiency virus". HIV is a virus which attacks and may ultimately destroy the body's natural immune system.
<i>HIV testing</i>	taking a medical test to determine a person's HIV status. This may include written or verbal questions inquiring about previous HIV tests; questions related to the assessment of 'risk behaviour' (for example questions regarding sexual practices, the number of sexual partners or sexual orientation); and any other indirect methods designed to ascertain an employee's or job applicant's HIV status.
<i>HIV positive</i>	having tested positive for HIV infection.
<i>Infected employee</i>	an employee who has tested positive for HIV or who has been diagnosed as having HIV/AIDS.
<i>Informed consent</i>	a process of obtaining consent from a patient which ensures that the person fully understands the nature and implications of the test before giving his or her agreement to it.
<i>Policy</i>	a document setting out an organisation's position on a particular issue.
<i>Pre and post test counseling</i>	a process of counselling which facilitates an understanding of the nature and purpose of the HIV test. It examines what advantages and disadvantages the test holds for the person and the influence the result, positive or negative, will have on them.
<i>Reasonable Accommodati</i>	means any modification or adjustment to a job or to the workplace that is reasonably practicable and will enable a person living with HIV or AIDS to have access to or participate

on or advance in employment.

STDs

acronym for "sexually transmitted diseases". These are infections passed from one person to another during sexual intercourse, including syphilis, gonorrhoea and HIV.

Surveillance Testing

This is anonymous, unlinked testing which is done in order to determine the incidence and prevalence of disease within a particular community or group to provide information to control, prevent and manage the disease.

ANNEXURE B**PRODUCTIVITY**

"The following provisions shall be applicable to the plant level productivity incentive schemes:

- (1) Employers shall pay an amount of 0.5% of the weekly wage into a dedicated productivity incentive bank account. This must be done on a weekly basis or on the date that wages is normally paid, if it is paid at a time other than weekly.
- (2) The money in this productivity incentive bank account is ringfenced for the introduction of plant level productivity incentive schemes only.
- (3) This productivity incentive scheme bank account shall be opened and authorised on the basis of co-signatures, as follows: a person nominated by management plus a SACTWU shop steward (where there are no shop stewards at a workplace, a representative nominated by the workers shall be the second signatory).
- (4) With effect from 1 September 2008, each workplace shall have a period of 2 months within which they must reach agreement between management and the union about how the productivity incentive scheme at that workplace will function and how the incentives are to be paid.

- (5) If there is no productivity incentive scheme agreement reached by 1 November 2008, all the monies in the productivity bank account must be paid out to the workers as part of their wages, until an agreement on an appropriate productivity incentive scheme is reached.
- (6) The productivity incentive scheme agreements reached must ensure that all workers covered by the terms of this agreement, not just some, shall benefit from the incentive scheme.
- (7) All productivity scheme agreements reached must be registered with the National Bargaining Council for the Clothing Manufacturing Industry, within 1 month after agreement has been reached.
- (8) Productivity incentive scheme agreements shall not contain any provisions, which have the effect of downward variation of any term or condition of employment.
- (9) The productivity incentive scheme envisaged in this agreement shall be in addition to and not in place of any existing productivity incentive scheme, which may currently exist.
- (10) If the workplace closes or is liquidated, all the money left in the productivity incentive bank account must be paid out to the employees at that workplace and who are covered by the terms of this agreement."

ANNEXURE C**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 Bargaining Council, where such programmes are aimed at protecting the Industry in the respective Region.
- (3) The Fund shall commence on such date as decided by the parties to the Regional Council 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 part of the Agreement, an amount of 10 cents (15 cents in respect of the Western Cape).

- (5) An employer shall, in respect of each employee from whose wages deductions are made in terms of sub-clause (4) above, contribute an amount of 10 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 payment date specified in the relevant part of the Agreement and in the form and manner specified in relevant clause of each part of the Agreement.
- (7) The moneys 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 of the Bargaining Council for the purpose of receiving these funds and for disbursing them for the purpose for which they are intended.
- (8) The moneys 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), and including
 - (a) "Buy Local" campaigns;
 - (b) Combating customs fraud and illegal imports; or

- (c) for such other strategies as 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 Regional Employers' Associations who are members of the Bargaining Council 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.
- (10) The Fund's moneys 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 Regional Employers' Association is in doubt about whether contemplated expenditure of the Fund's moneys qualifies as expenditure on an authorised activity, SACTWU or the Regional Employers' Association, as the case may be, may request confirmation in advance from the Regional Chamber in this regard.

- (12) No moneys of the Fund shall be disbursed by the Regional Chamber until the Fund has been established by this part of the Agreement and SACTWU, the Regional Employers' Association and the Regional Chamber have signed a written agreement.
- (13) Any interest that is earned on Fund moneys at any time shall be used for the benefit of the activities and purposes authorised in terms of the Fund.
- (14) SACTWU and the Regional Employers' Association shall, as the need arises, provide the Regional Chamber with a financial plan of how the funds will be utilised towards achieving the objectives of the Fund. The plan shall be submitted to the Regional Chamber for approval.
- (15) Expenditure incurred by the parties shall be paid by the Fund against invoices or vouchers submitted to the Regional Secretary of the Regional Chamber, provided he or she 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 Secretary or National Secretary of SACTWU, or the Executive Director of the Regional Employers' Association.

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

- (16) Any expenses that have been incurred by SACTWU or the Regional Employers' Association for unauthorised purposes or activities and which have been paid or reimbursed to SACTWU or the Regional Employers' Association, may be recovered by the Regional Chamber from SACTWU or the Regional Employers' Association, 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 the 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 Regional Employers' Association 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 and for which funds have been disbursed.

(19) In the event that there is a disagreement between the parties as to whether any activity or expenditure or proposed activity or 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 part of the 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."

ANNEXURE D**CONTRACT EMPLOYEES**

- (1) Those contract employees with 12 months' or more employment with the same employer shall be converted into permanent employees.
 - (2) All contract employees shall be entitled to receive a pro-rata share of all statutory payments due to permanent employees.
 - (3) All contract employees who are in employ as at the end of November each year shall be entitled to full payment for all public holidays which fall during the annual shutdown period.
 - (4) Employees who have completed a learnership shall not be placed on a further contract period after the completion of such a learnership, but shall be employed as a permanent fulltime employee.
 - (5) Where there are more beneficial arrangements (other than those set out in sub-clauses (1) to (4) above) governing the employment of contract workers, such provisions shall remain effective."
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