



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

*Regulation Gazette*

**No. 10827**

*Regulasiekoerant*

**Vol. 635**

**18 May  
Mei 2018**

**No. 41633**

**PART 1 OF 3**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5843



**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

**IMPORTANT NOTICE:**

**THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.**

**No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.**

**Contents**

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
<b>GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS</b>			
<b>Board / Raad/ Board / Raad</b>			
R. 503	Marketing of Agricultural Products Act (47/1996): Amendment of Statutory Measure-Records and Returns in respect of Maize Imports and Exports .....	41633	11
R. 503	Wet op Bemarking van Landbouprodukte (47/1996): Wysiging van Statutêre Maatreël: Aantekening en Opgawes met betrekking tot Mielies wat ingevoer of Uitgevoer word .....	41633	16
<b>Labour, Department of/ Arbeid, Departement van</b>			
R. 504	Labour Relations Act, 1995: National Bargaining Council for the Clothing Manufacturing Industry: Extension to non-parties of the Main Collective Amending Agreement .....	41633	21
<b>Public Works, Department of/ Openbare Werke, Departement van</b>			
R. 505	Construction Industry Development Regulation, 2004, as amended: Tender value limit adjustments in terms of the Act.....	41633	291
<b>South African Revenue Service/ Suid-Afrikaanse Inkomstediens</b>			
R. 506	Customs and Excise Act, 1964: Amendment of Schedule No. 2 (No. 2/3/8).....	41633	294
R. 506	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 2 (No. 2/3/8).....	41633	295
R. 507	Customs and Excise Act, 1964: Amendment of Schedule No. 2 (No. 2/3/9).....	41633	296
R. 507	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 2 (No. 2/3/9).....	41633	297
R. 508	Customs and Excise Act, 1964: Amendment of Schedule No. 2 (No. 2/3/10).....	41633	298
R. 508	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 2 (No. 2/3/10).....	41633	299
R. 509	Customs and Excise Act, 1964: Amendment of Schedule No. 4 (No. 4/2/382).....	41633	300
R. 509	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 4 (No. 4/2/382).....	41633	301



# Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2018**

*The closing time is **15:00** sharp on the following days:*

- **28 December 2017**, Thursday for the issue of Friday **05 January 2018**
- **05 January**, Friday for the issue of Friday **12 January 2018**
- **12 January**, Friday for the issue of Friday **19 January 2018**
- **19 January**, Friday for the issue of Friday **26 January 2018**
- **26 January**, Friday for the issue of Friday **02 February 2018**
- **02 February**, Friday for the issue of Friday **09 February 2018**
- **09 February**, Friday for the issue of Friday **16 February 2018**
- **16 February**, Friday for the issue of Friday **23 February 2018**
- **23 February**, Friday for the issue of Friday **02 March 2018**
- **02 March**, Friday for the issue of Friday **09 March 2018**
- **09 March**, Friday for the issue of Friday **16 March 2018**
- **15 March**, Thursday for the issue of Friday **23 March 2018**
- **22 March**, Thursday for the issue of Thursday **29 March 2018**
- **28 March**, Wednesday for the issue of Friday **06 April 2018**
- **06 April**, Friday for the issue of Friday **13 April 2018**
- **13 April**, Friday for the issue of Friday **20 April 2018**
- **19 April**, Thursday for the issue of Thursday **26 April 2018**
- **25 April**, Wednesday for the issue of Friday **04 May 2018**
- **04 May**, Friday for the issue of Friday **11 May 2018**
- **11 May**, Friday for the issue of Friday **18 May 2018**
- **18 May**, Friday for the issue of Friday **25 May 2018**
- **25 May**, Friday for the issue of Friday **01 June 2018**
- **01 June**, Friday for the issue of Friday **08 June 2018**
- **08 June**, Friday for the issue of Friday **15 June 2018**
- **15 June**, Friday for the issue of Friday **22 June 2018**
- **22 June**, Friday for the issue of Friday **29 June 2018**
- **29 June**, Friday for the issue of Friday **06 July 2018**
- **06 July**, Friday for the issue of Friday **13 July 2018**
- **13 July**, Friday for the issue of Friday **20 July 2018**
- **20 July**, Friday for the issue of Friday **27 July 2018**
- **27 July**, Friday for the issue of Friday **03 August 2018**
- **02 August**, Thursday for the issue of Friday **10 August 2018**
- **10 August**, Friday for the issue of Friday **17 August 2018**
- **17 August**, Friday for the issue of Friday **24 August 2018**
- **24 August**, Friday for the issue of Friday **31 August 2018**
- **31 August**, Friday for the issue of Friday **07 September 2018**
- **07 September**, Friday for the issue of Friday **14 September 2018**
- **14 September**, Friday for the issue of Friday **21 September 2018**
- **20 September**, Thursday for the issue of Friday **28 September 2018**
- **28 September**, Friday for the issue of Friday **05 October 2018**
- **05 October**, Friday for the issue of Friday **12 October 2018**
- **12 October**, Friday for the issue of Friday **19 October 2018**
- **19 October**, Friday for the issue of Friday **26 October 2018**
- **26 October**, Friday for the issue of Friday **02 November 2018**
- **02 November**, Friday for the issue of Friday **09 November 2018**
- **09 November**, Friday for the issue of Friday **16 November 2018**
- **16 November**, Friday for the issue of Friday **23 November 2018**
- **23 November**, Friday for the issue of Friday **30 November 2018**
- **30 November**, Friday for the issue of Friday **07 December 2018**
- **07 December**, Friday for the issue of Friday **14 December 2018**
- **13 December**, Thursday for the issue of Friday **21 December 2018**
- **19 December**, Wednesday for the issue of Friday **28 December 2018**

## LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2018**

### NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

### EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website [www.gpwonline.co.za](http://www.gpwonline.co.za)

All re-submissions will be subject to the standard cut-off times.

**All notices received after the closing time will be rejected.**

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 15h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

### NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website [www.gpwonline.co.za](http://www.gpwonline.co.za).
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za). The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
  - 8.1. Each of the following documents must be attached to the email as a separate attachment:
    - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
      - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
      - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
    - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice .  
(Please see *Quotation* section below for further details)
    - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
    - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (Please see the *Copy Section* below, for the specifications).
    - 8.1.5. Any additional notice information if applicable.
9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****QUOTATIONS**

13. Quotations are valid until the next tariff change.
  - 13.1. **Take note:** GPW's annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the eGazette Contact Centre for a quotation.
  - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
  - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
  - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
  - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
    - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
  - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
  - 19.1. This means that **the quotation number can only be used once to make a payment.**

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

**CANCELLATIONS**

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

**AMENDMENTS TO NOTICES**

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

**REJECTIONS**

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

27. The Government Printer will assume no liability in respect of—
  - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
  - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
  - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

**LIABILITY OF ADVERTISER**

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

**CUSTOMER INQUIRIES**

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

**GPW** has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.



## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za) before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

### PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website [www.gpwnonline.co.za](http://www.gpwnonline.co.za) free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*.

## GOVERNMENT PRINTING WORKS CONTACT INFORMATION

**Physical Address:**
**Government Printing Works**

149 Bosman Street

Pretoria

**Postal Address:**

Private Bag X85

Pretoria

0001

**GPW Banking Details:**
**Bank:** ABSA Bosman Street

**Account No.:** 405 7114 016

**Branch Code:** 632-005

**For Gazette and Notice submissions:** Gazette Submissions:

**For queries and quotations, contact:** Gazette Contact Centre:

**E-mail:** [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za)
**E-mail:** [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)
**Tel:** 012-748 6200

**Contact person for subscribers:** Mrs M. Toka:

**E-mail:** [subscriptions@gpw.gov.za](mailto:subscriptions@gpw.gov.za)
**Tel:** 012-748-6066 / 6060 / 6058

**Fax:** 012-323-9574



---

**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

---

**BOARD / RAAD****NO. R. 503****18 MAY 2018****MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT NO. 47 OF 1996)****AMENDMENT OF STATUTORY MEASURE - RECORDS AND RETURNS IN RESPECT  
OF MAIZE IMPORTS AND EXPORTS**

I, Senzeni Zokwana, Minister of Agriculture, Forestry and Fisheries, acting under sections 13, 18 and 19 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996), hereby –

- (a) publishes, as set out in the schedule hereunder, an amendment to the statutory measure established by Government Notice No. R 605 of 4 June 2008, as respectively amended by Government Notices No's. R. 826 of 7 October 2011 and R. 68 of 29 January 2016; and
- (b) declares that the said amendment shall commence on the date of publication hereof.

**SENZENI ZOKWANA****MINISTER OF AGRICULTURE, FORESTRY AND FISHERIES**

## SCHEDULE

The statutory measure for maize imports and exports as established in terms of Government Notice No. R 605 of 4 June 2008, as amended, is hereby further amended as follows:

1. Amendment of records to be kept by importers and exporters of maize in clause 5 of the Statutory Measure

1.1 The following sub-clause is to be inserted after sub-clause 5(2) -

“5(2)(i) Each person mentioned in sub-clause (1), irrespective of whether or not he has premises, shall keep the following records in addition to the records required in terms of sub-clause 5(2):

(a) Imports - in respect of maize that is intended to be imported, records shall be kept of:

(i) Name and address of importer or person on whose behalf imports are intended to be made.

(ii) Quantity of maize intended to be imported per country of origin.

(iii) Quantity of maize intended to be imported that is destined for –

(aa) consumption in South Africa;

(bb) export to Africa, per country of destination;

(cc) export overseas, per country of destination.

(iv) Name and particulars of the vessel in which a quantity of maize is intended to be imported.

- (v) Name of border post through which a quantity of maize is intended to be imported.
  - (vi) Name and address of the first premises where maize intended to be imported through a border post is to be stored or handled.
  - (vii) Name of harbour and owner of harbour premises through which maize is intended to be imported.
- (b) Exports - in respect of maize that is intended to be exported, records shall be kept in respect of:
- (i) Name and address of the exporter and the person on behalf of whom the export is intended to take place.
  - (ii) Quantity of maize intended to be exported per country of destination or intended destination.
  - (iii) Quantity of maize intended to be exported per country of origin -
    - (aa) Produced in South Africa;
    - (bb) Imported from a specific country in Africa;
    - (cc) Imported from a specific country overseas.
  - (iv) Name of border post through which a quantity of maize is intended to be exported.
  - (v) Name and address of the last premises from where maize is intended to be dispatched to a border post for export.
  - (vi) Name of harbour and owner of harbour premises where the maize is intended to be handled for export.

(vii) Name and particulars of the vessel in which a quantity of maize is intended to be exported.”

2. Amendment of returns to be submitted by importers and exporters of maize in clause 6 of the Statutory Measure

2.1 The following sub-clause is to be inserted after sub-clause 6(2):

“6(2)(a) Every importer and exporter of maize shall, in addition to the return as required in terms of clause 6(1) above, each Monday before 12:00 submit to SAGIS an accurate prescribed return containing all the required information pertaining to maize that is intended to be imported or exported: Provided that –

(i) In the case of imports, the quantity of maize to be imported is to be declared eight weeks prior to the date on which the vessel transporting the maize to be imported is expected to arrive in South Africa; and

(ii) In the case of exports, the quantity of maize to be exported is to be declared eight weeks prior to the date on which the vessel transporting the maize to be exported is expected to depart from South Africa.”

2.2 The following sub-clause is to replace sub-clause 6(4):

“6(4) The return shall be transmitted electronically to reach the General Manager of SAGIS before or on the deadline date as mentioned in sub-clauses (1) and (2)(a).”

2.3 The following sub-clause is to replace sub-clause 6(5):

“6(5) A zero return shall be submitted if no maize was handled, imported or exported during the period of the return, or is intended to be imported or exported within a period of eight weeks from the date of submission of the return.”

**BOARD / RAAD****NO. R. 503****18 MEI 2018****WET OP BEMARKING VAN LANDBOUPRODUKTE, 1996 (WET NO. 47 VAN 1996)****WYSIGING VAN STATUTÊRE MAATREËL: AANTEKENINGE EN OPGAWES MET  
BETREKKING TOT MIELIES WAT INGEVOER OF UITGEVOER WORD**

Ek, Senzeni Zokwana, Minister van Landbou, Bosbou en Visserye, handelende kragtens artikels 13, 18 en 19 van die Wet op die Bemarking van Landbouprodukte, 1996 (Wet No. 47 van 1996):

- (a) publiseer hiermee, soos in die Bylae uiteengesit, 'n wysiging van die statutêre maatreël wat ingestel is by Goewermentskennisgewing No. R. 605 van 4 Junie 2008, soos onderskeidelik gewysig deur Goewermentskennisgewings No's. R. 826 van 7 Oktober 2011 en R. 68 van 29 Januarie 2016; en
- (b) verklaar dat die genoemde wysiging op die datum van publikasie hiervan in werking sal tree.

**SENZENI ZOKWANA****MINISTER VAN LANDBOU, BOSBOU EN VISSERYE**

**BYLAE**

Die statutêre maatreël ten opsigte van mielies wat ingevoer of uitgevoer word, ingestel deur Goewermentskennisgewing No. R. 605 van 4 Junie 2008, soos gewysig, word hiermee soos volg verder gewysig:

1. Wysiging van aantekeninge wat gehou moet word deur invoerders en uitvoerders van mielies in klousule 5 van die Statutêre Maatreël

1.1 Die volgende subklousule word na subklousule 5(2) ingevoeg –

“5(2)(i) Elke persoon in subklousule (1) genoem, ongeag of hy oor ‘n perseel beskik al dan nie, moet die volgende aantekeninge hou bykomend tot die aantekeninge soos in subklousule 5(2) voorgeskryf:

(a) Invoere - ten opsigte van mielies wat beoog word om ingevoer te word, moet aantekeninge gehou word van:

(i) Naam en adres van invoerder of persoon namens wie beoog word om ingevoer te word.

(ii) Hoeveelheid mielies wat beoog word om ingevoer te word, per land van oorsprong.

(iii) Hoeveelheid mielies wat beoog word om ingevoer te word en wat bestem is –

(a) vir verbruik in Suid Afrika;

(b) vir uitvoer na Afrika, per land van bestemming;

(c) vir uitvoer oorsee, per land van bestemming.

- (iv) Naam en besonderhede van die vaartuig waarmee 'n hoeveelheid mielies beoog word om ingevoer te word.
  - (v) Naam van grenspos waardeur 'n hoeveelheid mielies beoog word om ingevoer te word.
  - (vi) Naam en adres van die aanvanklike perseel waar mielies wat beoog word om deur 'n grenspos ingevoer te word, gestoor of hanteer gaan word.
  - (vii) Naam van hawe en eienaar van haweperseel waardeur mielies beoog word om ingevoer te word.
- (b) Uitvoere - ten opsigte van mielies wat beoog word om uitgeoer te word, moet aantekeninge gehou word ten opsigte van –
- (i) Naam en adres van die uitvoerder en die persoon namens wie beoog word om uitgeoer te word.
  - (ii) Hoeveelheid mielies wat beoog word om uitgeoer te word, per land van bestemming of land van beoogde bestemming.
  - (iii) Hoeveelheid mielies wat beoog word om uitgeoer te word, per land van oorsprong –
    - (aa) Geproduseer in Suid Afrika;
    - (bb) Ingeoer vanaf 'n spesifieke land in Afrika;
    - (cc) Ingeoer vanaf 'n spesifieke land oorsee.
  - (iv) Naam van grenspos waardeur 'n hoeveelheid mielies beoog word om uitgeoer te word.



- (v) Naam en adres van die laaste perseel vanwaar mielies beoog word om vir uitvoer na 'n grenspos versend te word.
- (vi) Naam van hawe en eienaar van haweperseel waar mielies beoog word om vir uitvoer hanteer te word.
- (vii) Naam en besonderhede van die vaartuig waarmee 'n hoeveelheid mielies beoog word om uitgevoer te word."

## **2. Wysiging van opgawes wat verstrek moet word deur invoerders en uitvoerders van mielies in klousule 6 van die Statutêre Maatreël**

### **2.1 Die volgende subklousule word na subklousule 6(2) ingevoeg –**

"6(2)(a) Elke invoerder en uitvoerder van mielies moet, addisioneel tot die opgawe soos voorgeskryf ingevolge klousule 6(1) hierbo, elke Maandag voor 12:00 'n akkurate voorgeskrewe opgawe aan SAGIS verstrek wat al die voorgeskrewe inligting bevat ten opsigte van mielies wat beoog word om deur hom ingevoer of uitgevoer te word: Met dien verstande dat –

- (i) In die geval van invoere, die hoeveelheid mielies wat ingevoer staan te word verklaar moet word agt weke voor die datum waarop die vaartuig waarin die mielies vervoer gaan word in Suid-Afrika sal arriveer; en
- (ii) In die geval van uitvoere, die hoeveelheid mielies wat uitgevoer staan te word verklaar moet word agt weke voor die datum waarop die vaartuig waarin die mielies vervoer gaan word uit Suid-Afrika sal vertrek.

### **2.2 Die volgende subklousule vervang subklousule 6(4) –**

- “6(4) Die opgawe moet elektronies verstrek word om die Hoofbestuurder van SAGIS voor of op die keerdatum te bereik soos vermeld in subklousules (1) en (2)(a).”

2.3 Die volgende subklousule vervang subklousule 6(5) –

- “6(5) ‘n Nul opgawe moet verstrek word indien geen mielies gedurende die tydperk waarop die opgawe van toepassing is, hanteer, ingevoer of uitgevoer is nie, of as geen mielies beoog word om ingevoer of uitgevoer te word binne ‘n tydperk van agt weke na die indieningsdatum van die opgawe nie.”

## DEPARTMENT OF LABOUR

NO. R. 504

18 MAY 2018

## LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING  
INDUSTRY: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE  
AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, 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 the second Monday after the date of publication and for the period ending 31 August 2022.

  
.....

**M N OLIPHANT, MP**  
**MINISTER OF LABOUR**

**DATE:** 03/05/2018 .....

## UMNYANGO WEZABASEBENZI

R. ....


USUKU: .....

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI EMBONINI YOKUKHIQIZWA KWEZIMPAHLA ZOKWEMBATHA:  
UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI  
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE

## YESIVUMELWANO

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa u**Mkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yokukhiqizwa Kwezimpahla Zokwembatha**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2022.

  
.....  
**M N OLIPHANT, MP**  
**UNGQONGQOSHE WEZABASEBENZI**  
USUKU: *04/05/2018* .....

**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

Apparel and Textile Association of South Africa

South African Apparel 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 of 264

Handwritten signature and initials, possibly 'A 70', in the bottom right corner of the page.

## 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




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

- (2) The provisions contained in Parts A to I of the National Main Collective Agreements published under Government Notice R. 252 of 14 April 2014 in gazette No. 37509, Government Notice R. 230 dated 20 March 2015 in gazette No 38592 and Government Notice R. 989 dated 16 October 2015 in gazette No. 39300,. (Hereinafter referred to as the "Former Agreements") shall apply to employers and employees stipulated in the mentioned agreements and who falls under the jurisdiction of the National Bargaining Council for the Clothing Manufacturing Industry.

## **2. PERIOD OF OPERATION OF THIS AGREEMENT**

1. This agreement is binding on the parties hereto from 1 September 2016 until 31 August 2022 unless the parties agree otherwise in writing.
2. The parties record that they intend to request the Minister of Labour to extend this agreement to non-parties in the Clothing Industry in terms of section 32 of the Labour Relations Act 66 of 1995. The period of operation of this agreement in respect of non-parties will be determined by the Minister. The Main Agreement as amended by this year's round of negotiations shall, subject to Ministerial approval, remain gazetted and extended to non-parties until 31 August 2022, unless the parties agree otherwise in writing.





### 3. PART A (PROVISIONS FOR THE EASTERN CAPE REGION)

1. In clause 1(6), substitute the new Table of Contents, for the existing Table of Contents:

CLAUSE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS .....
4.	REGISTRATION OF EMPLOYERS.....
5.	EMPLOYEES .....
	5.1 Prohibited Employment.....
	5.2 Proportion or Ratio of Employees .....
6.	WAGES .....
	6.1 Minimum Wages.....
	6.2 Off-Set Period.....
	6.3 Incremental Dates.....
	6.4 Night Shift.....
	6.5 Long Service Award.....
	6.6 First-Aid .....
	6.7 Payment of Wages .....
	6.8 Deductions.....
	6.9 Overtime Rates.....
	6.10 Incentive bonus scheme and/or conveyor belt system .....
	6.11 Annual Bonus .....
7.	HOURS OF WORK .....
	7.1 Ordinary Hours of Work .....
	7.2 Overtime Hours .....
	7.3 Meal and Other Rest Intervals .....
	7.4 Short-Time.....
8.	LEAVE .....
	8.1 Annual Leave.....
	8.2 Public Holidays .....
	8.3 Maternity Leave .....
	8.4 Compassionate/Paternity Leave .....
	8.5 Sick Leave .....
9.	TERMINATION OF EMPLOYMENT .....
	9.1 Notice Period .....
	9.2 Certificates of Service .....
10.	OUTWORK .....
11.	ORGANISATIONAL RIGHTS .....
	11.1 Closed Shop.....
	11.2 Organisation of Employees.....
	11.3 Shop Stewards .....
	11.4 Negotiated Plant Level Procedures.....
	11.5 Balloting.....



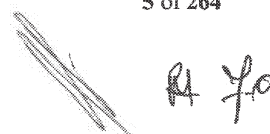


12.	EMPLOYEE BENEFITS .....
12.1	Supplementary Benefits Fund .....
12.2	SACTWU Education Bursary Scheme .....
12.3	Retrenchment Benefit .....
12.4	SACTWU's HIV/AIDS Project .....
13.	GENERAL EMPLOYER OBLIGATIONS .....
13.1	Insurance of Wages .....
13.2	Tools .....
13.3	Premiums .....
14.	AGREEMENT .....
14.1	Council Funds .....
14.2	Exhibition of Agreement .....
14.3	Agents .....
14.4	Exemptions .....
14.5	Existing Contracts .....
14.6	Disputes Procedure .....
15.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION .....
16.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING .....
17.	TRADE UNION AGENCY SHOP .....
18.	PRODUCTIVITY (Annexure B) .....
19.	INDUSTRY PROTECTION FUND (Annexure C) .....
20.	HIV/AIDS (Annexure A) .....
21.	CONTRACT EMPLOYEES (Annexure D) .....
22.	WORKING IN ARRANGEMENTS .....
23.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES .....
24.	PROVIDENT FUND CONTRIBUTIONS .....
25.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (Annexure E) ....

2. In clause 3, substitute the existing definition with the following new definition:

“**Level B Compliance**” means an employer who;

- (i) Is paying between 80% and 100% of the gazette wage rates,
- (ii) has registered with the Council and has registered all permanent and contract employees with the Council,
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or



- (iv) has received exemption from any Collective Agreement to the extent of such exemption,
- (v) have entered into a Payment Plan and is conforming to the terms thereof,
- (vi) have applied for and has been approved by the Council as Level B complaint;"

3. In clause 3, insert the following new definition:

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

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

“

DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
( a )	<b>Foreman</b>	1991.50	1593.00	2002.00	1601.50
( b )	<b>Designer:</b>				
	(i) Qualified:	2540.00	2032.00	2551.50	2041.00
	(ii) Learners:				
	first six months of experience	866.00	693.00	870.00	696.00
	second six months of experience	1009.50	807.50	1012.50	810.00
	third six months of experience	1208.00	966.50	1213.50	971.00
	fourth six months of experience	1344.50	1075.50	1351.50	1081.00
	fifth six months of experience	1495.50	1196.50	1503.50	1203.00
	sixth six months of experience	1622.00	1297.50	1629.50	1303.50

6 of 264

DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employee es on Incentiv sed Scheme Effective 1 Septemb er 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employee es on Incentiv sed Scheme Effective 1 Septemb er 2017 = 80%
			R	R	R	R
		seventh six months of experience	1765.00	1412.00	1774.50	1419.50
		eighth six months of experience	1907.50	1526.00	1917.00	1533.50
		next four months of experience	2024.50	1619.50	2032.50	1626.00
		Thereafter, the wage specified in (b)(i) i.e.	2540.00	2032.00	2551.50	2041.00
( c )	<b>Grader:</b>					
	(i)	Qualified:	1824.50	1459.50	1832.00	1465.50
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	934.00	747.00	937.50	750.00
		third six months of experience	1015.50	812.50	1021.50	817.00
		fourth six months of experience	1065.00	852.00	1069.50	855.50
		fifth six months of experience	1231.50	985.00	1237.00	989.50
		sixth six months of experience	1317.50	1054.00	1324.50	1059.50
		seventh six months of experience	1390.00	1112.00	1397.00	1117.50
		eighth six months of experience	1461.00	1169.00	1467.50	1174.00
		next four months of experience	1555.00	1244.00	1562.50	1250.00
		Thereafter, the wage specified in (c)(i) i.e.	1824.50	1459.50	1832.00	1465.50
( d )	<b>Marker-in:</b>					
	(i)	Qualified:	1390.00	1112.00	1397.00	1117.50
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	919.50	735.50	924.50	739.50
		third six months of experience	981.50	785.00	986.00	789.00
		fourth six months of experience	1046.50	837.00	1050.50	840.50
		next four months of experience	1169.50	935.50	1175.00	940.00
		Thereafter, the wage specified in (d)(i) i.e.	1390.00	1112.00	1397.00	1117.50
( e )	<b>Band-knife cutter:</b>					
		Qualified	1390.00	1112.00	1397.00	1117.50
	Note: Subject to the availability of a band knife, only a qualified cutter-out shall progress to this class of employee					
( f )	<b>Cutter-out:</b>					
	(i)	Qualified:	1229.50	983.50	1234.50	987.50



DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	900.50	720.50	903.50	723.00
		third six months of experience	929.00	743.00	932.50	746.00
		fourth six months of experience	963.00	770.50	966.00	773.00
		next four months of experience	1003.50	803.00	1009.50	807.50
		Thereafter, the wage specified in (f)(i) i.e.	1229.50	983.50	1234.50	987.50
(g)	Layer-up:					
	(i)	Qualified:	963.50	771.00	967.50	774.00
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	878.00	702.50	882.00	705.50
		third six months of experience	892.50	714.00	897.50	718.00
		fourth six months of experience	905.50	724.50	911.00	729.00
		Thereafter, the wage specified in (g)(i) i.e.	963.50	771.00	967.50	774.00
(h)	Specialised presser:					
	(i)	Qualified:	1340.50	1072.50	1348.00	1078.50
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	893.50	715.00	899.50	719.50
		third six months of experience	926.50	741.00	930.00	744.00
		fourth six months of experience	963.00	770.50	966.00	773.00
		fifth six months of experience	1002.00	801.50	1004.50	803.50
		sixth six months of experience	1035.50	828.50	1038.50	831.00
		seventh six months of experience	1131.00	905.00	1138.00	910.50
		eighth six months of experience	1172.50	938.00	1178.00	942.50
		next four months of experience	1198.50	959.00	1204.00	963.00
		Thereafter, the wage specified in (h)(i) i.e.	1340.50	1072.50	1348.00	1078.50
(i)	Examiner:					
	(i)	Qualified:	1148.00	918.50	1152.50	922.00
	(ii)	Learners:				
		first six months of experience	963.00	770.50	966.00	773.00
		Thereafter, the wage specified in (i)(i) i.e.	1148.00	918.50	1152.50	922.00

DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
(j)(a)	<b>Machinist:</b>					
	(i)	Qualified:	1125.50	900.50	1130.00	904.00
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	878.50	703.00	883.00	706.50
		third six months of experience	904.00	723.00	910.00	728.00
		Thereafter, the wage specified in (j)(i) i.e.	1125.50	900.50	1130.00	904.00
(j)(b)	<b>Presser, trimmer, factory clerk, embroidery machinist and cloak room attendant:</b>					
	(i)	Qualified:	1125.50	900.50	1130.00	904.00
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	878.50	703.00	883.00	706.50
		third six months of experience	904.00	723.00	910.00	728.00
		fourth six months of experience	936.00	749.00	939.00	751.00
		next four months of experience	960.00	768.00	964.00	771.00
		Thereafter, the wage specified in (j)(i) i.e.	1125.50	900.50	1130.00	904.00
(k)	<b>Progress examiner:</b>					
	(i)	Qualified:	1138.00	910.50	1142.00	913.50
	(ii)	Learners:				
		first six months of experience	902.00	721.50	905.00	724.00
		Thereafter, the wage specified in (k)(i) i.e.	1138.00	910.50	1142.00	913.50
(l)	<b>Despatcher:</b>					
	(i)	Qualified:	1077.00	861.50	1081.50	865.00
	(ii)	Learners:				
		first six months of experience	910.00	728.00	913.00	730.50
		Thereafter, the wage specified in (l)(i) i.e.	1077.00	861.50	1081.50	865.00
(m)	<b>Checker in the Knitting section:</b>					
	(i)	Qualified:	956.50	765.00	962.00	769.50



DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employee es on Incentiv sed Scheme Effective 1 Septemb er 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employee es on Incentiv sed Scheme Effective 1 Septemb er 2017 = 80%
			R	R	R	R
	(ii)	Leaners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	878.00	702.50	882.00	705.50
		third six months of experience	900.50	720.50	903.50	723.00
		Thereafter, the wage specified in (m)(i) i.e.	956.50	765.00	962.00	769.50
(n)	<b>General Worker:</b>					
	(i)	Qualified:	928.50	743.00	931.50	745.00
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	878.00	702.50	882.00	705.50
		Thereafter, the wage specified in (n)(i) i.e.	928.50	743.00	931.50	745.00
(o)	<b>Steambox pleater:</b>					
	(i)	Qualified:	1094.50	875.50	1098.50	879.00
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	898.00	718.50	902.00	721.50
		third six months of experience	926.50	741.00	930.00	744.00
		fourth six months of experience	962.00	769.50	965.00	772.00
		Thereafter, the wage specified in (o)(i) i.e.	1094.50	875.50	1098.50	879.00
(p)	<b>Plain sewer:</b>					
	(i)	Qualified:	962.00	769.50	965.00	772.00
	(ii)	Learners:				
		first six months of experience	858.50	687.00	862.50	690.00
		second six months of experience	869.00	695.00	872.00	697.50
		third six months of experience	878.50	703.00	883.00	706.50
		fourth six months of experience	892.50	714.00	897.50	718.00
		next four months of experience	910.00	728.00	913.00	730.50
		Thereafter, the wage specified in (p)(i) i.e.	962.00	769.50	965.00	772.00
(q)	<b>General assistant</b>		1050.50	840.50	1055.50	844.50
(r)	<b>Cleaner</b>		936.00	749.00	939.00	751.00

7.0  
RA

DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
(s)	Tea maker		936.00	749.00	939.00	751.00
(t)	Watchman		1138.00	910.50	1142.00	913.50
(u)	Motor vehicle driver:		1134.50	907.50		
	(i)	(aa) does not exceed 453 kg	1219.50	975.50	1138.50	911.00
		(ab) exceeds 453 kg but does not exceed 2 722 kg	1349.50	1079.50	1225.00	980.00
		(ac) exceeds 2 722 kg but does not exceed 4 536 kg	1577.00	1261.50	1352.50	1082.00
		(ad) exceeds 4 536 kg	1052.50	842.00	1585.50	1268.50
	(ii)	Part-time driver of a motor vehicle			1056.00	845.00
(v)	Clicker:		1841.50	1473.00		
	(i)	Qualified:			1849.50	1479.50
	(ii)	Learners:	858.50	687.00		
		first six months of experience	929.00	743.00	862.50	690.00
		second six months of experience	1004.00	803.00	932.50	746.00
		third six months of experience	1136.50	909.00	1010.00	808.00
		fourth six months of experience	1222.00	977.50	1139.50	911.50
		fifth six months of experience	1288.50	1031.00	1226.50	981.00
		sixth six months of experience	1365.50	1092.50	1293.50	1035.00
		seventh six months of experience	1438.50	1151.00	1373.50	1099.00
		eighth six months of experience	1516.50	1213.00	1444.00	1155.00
		next four months of experience	1841.50	1473.00	1522.00	1217.50
		Thereafter, the wage specified in (v)(i) i.e.			1849.50	1479.50
(w)	Beader		1148.00	918.50	1152.50	922.00
(x)	Chlorinator		1032.00	825.50	1037.50	830.00
(y)	Componder		1222.00	977.50	1226.50	981.00
(z)	Dipper					
	(i)	Qualified:	1222.00	977.50		
		Category A	1249.00	999.00	1226.50	981.00
		Category B	1290.00	1032.00	1254.50	1003.50
		Category C			1295.00	1036.00
	(ii)	Learners:	929.50	743.50		
		first six months of experience to Category A	1222.00	977.50	934.00	747.00
		first six months of experience to Category B	1249.00	999.00	1226.50	981.00

11 of 264  


DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
		first six months of experience to Category C			1254.50	1003.50
( aa )	Glove turner		1481.50	1185.00	1488.00	1190.50
( ab )	Mouldmaker		1174.50	939.50	1179.00	943.00
( ac )	Packer		986.00	789.00	991.00	793.00
( ad )	Quality product co-ordinator		1549.50	1239.50	1555.50	1244.50
( ae )	A supervisor shall be paid the qualified rate applicable to the employees being supervised, plus 33 <sup>1/3</sup> per cent:					
	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.					
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.						

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

	Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)	Note: Refer to "2008" Side Agreement between EPCMA & SACTWU	Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)	Note: Refer to "2008" Side Agreement between EPCMA & SACTWU
--	--	---	--	---



DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R	R	R	R	R
<b>Part A - Cutting Department</b>									
<b>Pattern Maker</b>									
(a)	Qualified	2150.50	1 720.50	2125.00	1 700.00	2159.50	1 727.50	2134.00	1 707.00
(b)	Learner								
	First year								
	First six months of experience	1204.50	963.50	1190.50	952.50	1209.00	967.00	1195.00	956.00
	Second six months of experience	1330.50	1 064.50	1315.00	1 052.00	1334.50	1 067.50	1319.00	1 055.00
	Second year								
	First six months of experience	1455.00	1 164.00	1438.00	1 150.50	1461.50	1 169.00	1444.50	1 155.50
	Second six months of experience	1588.50	1 271.00	1570.00	1 256.00	1596.50	1 277.00	1577.50	1 262.00
	Third year								
	First six months of experience	1733.00	1 386.50	1712.50	1 370.00	1740.00	1 392.00	1719.50	1 375.50
	Next four months of experience	1870.00	1 496.00	1848.00	1 478.50	1878.50	1 503.00	1856.50	1 485.00
	Thereafter, the wage specified in (a), i.e.	2150.50	1 720.50	2125.00	1 700.00	2159.50	1 727.50	2134.00	1 707.00
<b>Pattern Grader</b>									
(a)	Qualified	1734.50	1 387.50	1714.00	1 371.00	1741.50	1 393.00	1721.00	1 377.00
(b)	Learner								
	First year								
	First six months of experience	1132.00	905.50	1118.50	895.00	1138.50	911.00	1125.00	900.00
	Second six months of experience	1204.50	963.50	1190.50	952.50	1209.00	967.00	1195.00	956.00
	Second year								
	First six months of experience	1275.50	1 020.50	1260.50	1 008.50	1282.50	1 026.00	1267.50	1 014.00
	Second six months of experience	1366.50	1 093.00	1350.50	1 080.50	1373.00	1 098.50	1357.00	1 085.50
	Third year								
	First six months of experience	1455.00	1 164.00	1438.00	1 150.50	1461.50	1 169.00	1444.50	1 155.50
	Next four months of experience	1548.50	1 239.00	1530.50	1 224.50	1556.50	1 245.00	1538.00	1 230.50
	Thereafter, the wage specified in (a), i.e.	1734.50	1 387.50	1714.00	1 371.00	1741.50	1 393.00	1721.00	1 377.00
<b>Football Jersey Cutter</b>									
(a)	Qualified	1206.00	965.00	1192.00	953.50	1211.50	969.00	1197.00	957.50
(b)	Learner								
	First year								
	First six months of experience	905.50	724.50	895.00	716.00	908.50	727.00	898.00	718.50
	Second six months of experience	959.50	767.50	948.00	758.50	963.50	771.00	952.00	761.50
	Second year								
	First six months of experience	1010.00	808.00	998.00	798.50	1014.50	811.50	1002.50	802.00

40 A

			Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU	
DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R	R	R	R	R
		Second six months of experience	1063.00	850.50	1050.50	840.50	1068.00	855.00	1056.50	845.00
		Third year								
		First four months of experience	1116.00	893.00	1103.00	882.50	1120.00	896.00	1107.00	885.50
		Thereafter, the wage specified in (a), i.e.	1206.00	965.00	1192.00	953.50	1211.50	969.00	1197.00	957.50
		Layer-up								
(a)		Qualified	1040.00	832.00	1028.00	822.50	1043.50	835.00	1031.00	825.00
(b)		Learner								
		First year								
		First six months of experience	875.50	700.50	865.00	692.00	879.00	703.00	868.50	695.00
		Second six months of experience	905.50	724.50	895.00	716.00	908.50	727.00	898.00	718.50
		Second year								
		First six months of experience	945.50	756.50	934.50	747.50	950.50	760.50	939.50	751.50
		Thereafter, the wage specified in (a), i.e.	1040.00	832.00	1028.00	822.50	1043.50	835.00	1031.00	825.00
		Part B - Factory Operatives								
		Grade A employee								
(a)		Qualified	1330.50	1 064.50	1315.00	1 052.00	1334.50	1 067.50	1319.00	1 055.00
(b)		Learner								
		First year								
		First six months of experience	936.00	749.00	925.00	740.00	939.50	751.50	928.50	743.00
		Second six months of experience	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
		Second year								
		First six months of experience	1078.00	862.50	1065.50	852.50	1081.50	865.00	1069.00	855.00
		Second six months of experience	1132.00	905.50	1118.50	895.00	1138.50	911.00	1125.00	900.00
		Third year								
		First four months of experience	1206.00	965.00	1192.00	953.50	1211.50	969.00	1197.00	957.50
		Thereafter, the wage specified in (a), i.e.	1330.50	1 064.50	1315.00	1 052.00	1334.50	1 067.50	1319.00	1 055.00
		Grade B employee								
(a)		Qualified	1136.50	909.00	1123.00	898.50	1141.00	913.00	1127.50	902.00
(b)		Learner								



			Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU	
DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employee s on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP A (i.e. employee s on the 0.5% Productivity Incentive Scheme) Based on 42hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employ ees on Incentivised Scheme Effective 1 Septem ber 2017= 80%	GROUP B (i.e. employee s NOT on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employee s on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employee s NOT on the 0.5% Productivity Incentive Scheme) Based on 42 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employee s on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R	R	R	R	R
	First year									
		First six months of experience	921.50	737.00	910.50	728.50	926.50	741.00	915.50	732.50
		Second six months of experience	970.50	776.50	959.00	767.00	974.00	779.00	962.50	770.00
	Second year									
		First six months of experience	1019.50	815.50	1007.50	806.00	1023.00	818.50	1011.00	809.00
		Thereafter, the wage specified in (a), i.e.	1136.50	909.00	1123.00	898.50	1141.00	913.00	1127.50	902.00
(c)	If advanced to Grade A employee:									
		First six months from date of advancement	1136.50	909.00	1123.00	898.50	1141.00	913.00	1127.50	902.00
		Second six months from date of advancement	1170.00	936.00	1156.00	925.00	1175.00	940.00	1161.00	929.00
		Third six months from date of advancement	1206.00	965.00	1192.00	953.50	1211.50	969.00	1197.00	957.50
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	1330.50	1 064.50	1315.00	1 052.00	1334.50	1 067.50	1319.00	1 055.00
Grade C employee										
(a)	Qualified		1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
(b)	Learner									
	First year									
		First six months of experience	903.50	723.00	893.00	714.50	907.50	726.00	897.00	717.50
		Second six months of experience	929.00	743.00	918.00	734.50	934.00	747.00	923.00	738.50
		Thereafter, the wage specified in (a), i.e.	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
(c)	If advanced to Grade B employee:									
		First six months from date of advancement	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
		Second six months from date of advancement	1019.50	815.50	1007.50	806.00	1023.00	818.50	1011.00	809.00
		Thereafter, the wage specified for a	1136.50	909.00	1123.00	898.50	1141.00	913.00	1127.50	902.00

		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU	
DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R	R	R	R	R
	qualified Grade B employee, i.e.								
<b>Part C - Clerical Employees</b>									
<b>Clerk</b>									
(a)	Qualified	1464.00	1 171.00	1447.00	1 157.50	1471.50	1 177.00	1454.00	1 163.00
(b)	Learner								
	First year	1080.50	864.50	1068.00	854.50	1084.50	867.50	1071.50	857.00
	Second year	1174.50	939.50	1160.50	928.50	1180.00	944.00	1166.00	933.00
	Third year								
	First four months of experience	1283.50	1 027.00	1268.50	1 015.00	1289.00	1 031.00	1274.00	1 019.00
	Thereafter, the wage specified in (a), i.e.	1464.00	1 171.00	1447.00	1 157.50	1471.50	1 177.00	1454.00	1 163.00
<b>Factory Clerk</b>									
(a)	Qualified	1098.50	879.00	1085.50	868.50	1105.00	884.00	1092.00	873.50
(b)	Learner								
	First year	875.50	700.50	865.00	692.00	879.00	703.00	868.50	695.00
	Second year	932.50	746.00	921.50	737.00	936.50	749.00	925.50	740.50
	Third year								
	First four months of experience	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
	Thereafter, the wage specified in (a), i.e.	1098.50	879.00	1085.50	868.50	1105.00	884.00	1092.00	873.50
<b>Part D - General</b>									
	Boiler attendant	1043.00	834.50	1030.50	824.50	1048.50	839.00	1036.00	829.00
	Despatch packer	1078.00	862.50	1065.50	852.50	1081.50	865.00	1069.00	855.00
	General Worker	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
	Labourer	1019.50	815.50	1007.50	806.00	1023.00	818.50	1011.00	809.00
<b>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 -</b>									
(a)	does not exceed 1 360 kg	1078.00	862.50	1065.50	852.50	1081.50	865.00	1069.00	855.00
(b)	exceeds 1 360 but not 2 720 kg	1118.50	895.00	1105.50	884.50	1123.50	899.00	1110.50	888.50
(c)	exceeds 2 720 kg	1275.50	1 020.50	1260.50	1 008.50	1282.50	1 026.00	1267.50	1 014.00
	Supervisor, quality controller and instructor	1366.50	1 093.00	1350.50	1 080.50	1373.00	1 098.50	1357.00	1 085.50
	Traveller's driver	1118.50	895.00	1105.50	884.50	1123.50	899.00	1110.50	888.50
<b>Watchman or caretaker, whose ordinary hours of work are</b>									



		<i>Note: Refer to "2008" Side Agreement between EPCMA &amp; SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)</i>		<i>Note: Refer to "2008" Side Agreement between EPCMA &amp; SACTWU</i>		<i>Note: Refer to "2008" Side Agreement between EPCMA &amp; SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)</i>		<i>Note: Refer to "2008" Side Agreement between EPCMA &amp; SACTWU</i>	
<b>DESCRIPTION</b>		<b>GROUP A</b> (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	<b>New Employees on Incentivised Scheme Effective 1 September 2017 = 80%</b>	<b>GROUP A</b> (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42hrs per week for the period 1 Sep 2017 to 31 Aug 2018	<b>New Employees on Incentivised Scheme Effective 1 September 2017 = 80%</b>	<b>GROUP B</b> (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	<b>New Employees on Incentivised Scheme Effective 1 September 2017 = 80%</b>	<b>GROUP B</b> (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	<b>New Employees on Incentivised Scheme Effective 1 September 2017 = 80%</b>
		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
(a)	less than 60 hours per week	1162.50	930.00	1149.00	919.00	1168.00	934.50	1154.50	923.50
(b)	60 hours per week	1220.00	976.00	1205.50	964.50	1226.00	981.00	1211.50	969.00
<b>NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, increase the Weekly Wage in line with this schedule.</b>									

6. In clause 6.1, delete sub-clause 6.1(3).
7. In clause 6.1, renumber sub-clause 6.1.(4) to read "6.1(3)".
8. In clause 6.1, substitute the following new sub-clause 6.1(3), for the existing sub-clause 6.1(3):

**"(3) Incentivised Wage Rates**

The following incentivised wage rates provisions, applicable to new employees only:

17 of 264

Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

This means that:

**Employees employed before 1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.
- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

**Employees employed after 1 September 2016**

- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

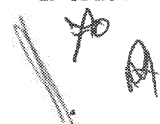
Subject to the following provisions:

- 3.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the

18 of 264  
Yo  
RA

industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.

- 3.2 The guaranteed wage rate as specified in sub-clause 3.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.
- 3.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 3.5 below.
- 3.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.



The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

3.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.

3.6 The closed shop shall be applicable to all new employees.

3.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 3.1 above.

3.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.

3.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 3.2.

3.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and

20 of 264

*Lo A*



subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.

3.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.

3.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 3.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

3.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other

forms of deadlock breaking mechanisms are agreed between the parties.

3.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 3.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.

3.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties."

9. In clause 6.3(2), substitute the new expression "1 September 2017" for the existing expression "1 September 2016"
10. In clause 12.1(3)(b), substitute the new expression "R1.21 per week" for the existing expression "R1.12 per week".
11. In clause 12.2, substitute the new expression "41c per week" for the existing expression "38c per week".
12. In clause 12.4, substitute the new expression "61c per week" for the existing expression "57c per week".

22 of 264

Handwritten signature and initials, possibly "fro" and "RA", with a diagonal line through them.

13. In sub-clause 14.1(1), substitute the new expression "R2,65 per week," for the existing expression "R2,47 per week".
14. In sub-clause 14.1(2), substitute the new expression "R4,25 per week," for the existing expression "R3,95 per week,".
15. In clause 14.6, substitute the existing sub-clause 14.6(8), with the following new sub-clause 14.6(8):

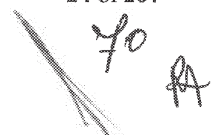
**"(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.
- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.

23 of 264

70 RA

- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.
- (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.

Handwritten signature and initials, possibly 'Yo' and 'RA', with a long diagonal line through them.

- (9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement.”
16. In clause 15(1), substitute the new expression “31 August 2018” for the existing expression “31 August 2017” and the new expression “1 September 2017” for the existing expression “1 September 2016”.
17. In clause 18, delete sub-clause (2) and renumber subclause (3) to read “(2)”.
18. In Annexure C of clause 19, subclause (5), substitute the new expression “17 cents per week” for the existing expression “16 cents per week”.
19. Insert new clause 25:
- “25. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**
- Contained in Annexure E.”
20. Insert the following new Annexure E:

**“ANNEXURE E**

**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**



Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

## 1. Introduction and Key Principles

- 1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.
- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness.
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.
- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised



wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.

- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

## **2. Employee Protection**

- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.

- 2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.

- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

## **3. Plant Level Incentive Schemes**

- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter



forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.

3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.

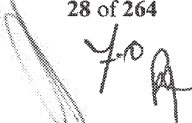
3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.

3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.

3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

#### **4. Deadlock-Breaking Mechanism**

4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the

28 of 264  




field of clothing production and objective evaluation performance management- and reward systems.

4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.

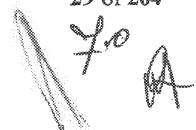
4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.

4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.

4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.

4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.

29 of 264

Handwritten signature and initials, possibly 'Zio' and 'AA', in black ink.

4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.

## **5. Dispute Resolution**

5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.

5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

## **6. Reporting and Administration**

6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.

30 of 264

Handwritten signature and initials in the bottom right corner of the page.

6.2 Such report shall cover at least the following matters:

- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements
- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

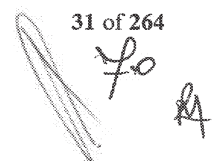
6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## **7. Qualification and Commencement of Plant Level Consultation**

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first), and

For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union."

31 of 264  


#### 4. PART B (PROVISIONS FOR THE FREE STATE AND NORTHERN CAPE REGION)

1. In clause 1(4), substitute the new Table of Contents, for the existing Table of Contents:

“

CLAUSE NO:	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS .....
4.	REMUNERATION .....
5.	INCENTIVE BONUS SCHEME .....
6.	SHORT TIME .....
7.	PAYMENT OF AMOUNTS DUE TO EMPLOYEES .....
8.	PROPORTION OF RATIO OF EMPLOYEES .....
9.	HOURS OF WORK .....
10.	OVERTIME AND SUNDAY WORK .....
11.	OUTWORK .....
12.	REGISTRATION OF AN EMPLOYER .....
13.	PAID HOLIDAYS AND ANNUAL LEAVE .....
14.	TERMINATION OF EMPLOYMENT
15.	PREMIUMS .....
16.	TOOLS .....
17.	CONTRACTS .....
18.	ENGAGEMENT, TRANSFER AND TERMINATION FORMS .....
19.	EXEMPTIONS .....
20.	COUNCIL FUNDS .....
21.	MEDICAL BENEFIT SOCIETY .....
22.	EXTRACT FROM WAGE REGISTERS .....

32 of 264

*Jo*  
*RA*

CLAUSE NO:	DESCRIPTION
23.	TRADE UNION LABOUR.....
24.	POWERS OF DESIGNATED AGENTS .....
25.	PROHIBITION OF EMPLOYMENT OF CHILDREN AND OF FORCED LABOUR
26.	EXHIBITION OF AGREEMENT .....
27.	OVERALLS.....
28.	SAFEGUARD OF WORKERS' EARNINGS .....
29.	PROVIDENT FUND .....
30.	ADMINISTRATION AND INTERPRETATION OF AGREEMENT .....
31.	SEVERANCE PAY.....
32.	MATERNITY BENEFITS .....
33.	PROCEDURE TO ENFORCE COMPLIANCE WITH THIS PART OF THE AGREEMENT .....
34.	DISPUTE PROCEDURE.....
35.	INDUSTRY PROTECTION FUND .....
36.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION .....
37.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING .....
38.	PRODUCTIVITY (ANNEXURE B).....
39.	HIV/AIDS (ANNEXURE A) .....
40.	CONTRACT EMPLOYEES (ANNEXURE D).....
41.	WORKING IN ARRANGEMENTS .....
42.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES .....
43.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (ANNEXURE E) .....

2. In clause 3, substitute the existing definition with the following new definition:

“**Level B Compliance**” means an employer who;

- (i) Is paying between 80% and 100% of the gazette wage rates,



- (ii) has registered with the Council and has registered all permanent and contract employees with the Council,
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or
- (iv) has received exemption from any Collective Agreement to the extent of such exemption,
- (v) have entered into a Payment Plan and is conforming to the terms thereof,
- (vi) have applied for and has been approved by the Council as Level B complaint;"
3. In clause 3, insert the following new definition:
- "monthly wage"** means the weekly wage multiplied by four and a third;"
4. In clause 4(1), substitute the existing wage schedule with the following new wage schedule:

DESCRIPTION OF OCCUPATION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
<b>A. ALL AREAS</b>					
(i)	(a) Foreman	3 280.50	2 624.50	3 296.00	2 637.00
	(b) Supervisor/Quality Controller				
	(i) Qualified	1 340.50	1 072.50	1 348.00	1 078.50
	(ii) Learners				
	first six months of experience	920.50	736.50	924.50	739.50
	second six months of experience	1 098.50	879.00	1 103.50	883.00

70  
A

DESCRIPTION OF OCCUPATION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
		Thereafter, the wage specified in (ii)(i) i.e.	1 340.50	1 072.50	1 348.00	1 078.50
	(c)	Cloakroom Supervisor/Watchman	934.50	747.50	937.00	749.50
	(d)	Mechanic	3 077.50	2 462.00	3 092.50	2 474.00
	(e)	Unqualified Mechanic	1 146.50	917.00	1 153.50	923.00
	(f)	Watchman	934.50	747.50	937.00	749.50
	(g)	Labourer	730.50	584.50	733.50	587.00
	(h)	Boiler Attendant	803.00	642.50	806.00	645.00
(ii)	Pattern Grader					
	(i)	Qualified	1 737.50	1 390.00	1 745.50	1 396.50
	(ii)	Learners				
		first six months of experience	671.00	537.00	674.00	539.00
		second six months of experience	804.50	643.50	807.00	645.50
		third six months of experience	936.50	749.00	941.50	753.00
		fourth six months of experience	1 073.00	858.50	1 077.00	861.50
		fifth six months of experience	1 204.50	963.50	1 208.50	967.00
		sixth six months of experience	1 336.00	1 069.00	1 342.50	1 074.00
		seventh six months of experience	1 469.50	1 175.50	1 475.50	1 180.50
		next four months of experience	1 602.50	1 282.00	1 608.00	1 286.50
		Thereafter, the wage specified in (ii)(i) i.e.	1 737.50	1 390.00	1 745.50	1 396.50
(iii)	Marker-In					
	(i)	Qualified	1 340.50	1 072.50	1 348.00	1 078.50
	(ii)	Learners				
		first six months of experience	671.00	537.00	674.00	539.00
		second six months of experience	753.00	602.50	757.00	605.50
		third six months of experience	842.00	673.50	844.00	675.00
		fourth six months of experience	922.50	738.00	926.50	741.00
		fifth six months of experience	1 008.00	806.50	1 011.00	809.00
		sixth six months of experience	1 089.00	871.00	1 094.50	875.50
		seventh six months of experience	1 173.50	939.00	1 179.50	943.50
		next four months of experience	1 255.00	1 004.00	1 260.50	1 008.50
		Thereafter, the wage specified in (iii)(i) i.e.	1 340.50	1 072.50	1 348.00	1 078.50
(iv)	Shaper & Chopper-out, other than an interlining and/or trimming chopper-out					
	(i)	Qualified	1 074.50	859.50	1 080.50	864.50
	(ii)	Learners				
		first six months of experience	637.50	510.00	641.50	513.00
		second six months of experience	711.00	569.00	714.00	571.00
		third six months of experience	785.00	628.00	790.50	632.50
		fourth six months of experience	857.00	685.50	859.50	687.50
		fifth six months of experience	929.00	743.00	934.50	747.50
		next four months of experience	1 002.50	802.00	1 007.00	805.50
		Thereafter, the wage specified in (iv)(i) i.e.	1 074.50	859.50	1 080.50	864.50

7/0  
12



DESCRIPTION OF OCCUPATION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
(v)	<b>Checker, Examiner and/or Passer</b>					
	(i)	Qualified	934.50	747.50	937.00	749.50
	(ii)	Learners				
		first six months of experience	637.50	510.00	641.50	513.00
		second six months of experience	711.00	569.00	714.00	571.00
		third six months of experience	785.00	628.00	790.50	632.50
		next four months of experience	857.50	686.00	860.50	688.50
		Thereafter, the wage specified in (v)(i) i.e.	934.50	747.50	937.00	749.50
(vi)	<b>(a) Invoice Clerk</b>					
	(i)	Qualified	1 340.50	1 072.50	1 348.00	1 078.50
	(ii)	Learners				
		first six months of experience	966.00	773.00	970.00	776.00
		Thereafter, the wage specified in (vi)(a)(i) i.e.	1 340.50	1 072.50	1 348.00	1 078.50
	<b>(b) Despatch Clerk, Factory Clerk and/or Stores Clerk</b>					
	(i)	Qualified	982.00	785.50	986.00	789.00
	(ii)	Learners				
		first six months of experience	705.50	564.50	707.50	566.00
		second six months of experience	843.00	674.50	845.50	676.50
		Thereafter, the wage specified in (vi)(b)(i) i.e.	982.00	785.50	986.00	789.00
(vii)	<b>Sewing Machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:</b>					
	(i)	Qualified	1 057.50	846.00	1 062.00	849.50
	(ii)	Learners				
		first six months of experience	637.50	510.00	641.50	513.00
		second six months of experience	707.00	565.50	711.00	569.00
		third six months of experience	776.50	621.00	779.00	623.00
		fourth six months of experience	845.50	676.50	849.50	679.50
		fifth six months of experience	915.50	732.50	921.50	737.00
		next four months of experience	988.00	790.50	992.50	794.00
		Thereafter, the wage specified in (vii)(i) i.e.	1 057.50	846.00	1 062.00	849.50
(viii)	<b>Driver of a Motor Vehicle, the unladen mass of which together with the unladen mass of any trailer/trailers drawn by such vehicle—:</b>					
	(a)	Does not exceed 2 722 kg	1 156.50	925.00	1 162.00	929.50
	(b)	Exceeds 2 722 kg	1 344.00	1 075.00	1 350.50	1 080.50
(ix)	<b>Part-time Driver of a Motor Vehicle</b>		1 053.00	842.50	1 057.50	846.00
(x)	<b>Knitting Machine Operator</b>					
	(i)	Qualified	1 377.50	1 102.00	1 385.00	1 108.00
	(ii)	Learners				



DESCRIPTION OF OCCUPATION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
			first six months of experience	637.50	510.00	641.50	513.00
			second six months of experience	762.50	610.00	767.00	613.50
			third six months of experience	884.50	707.50	887.50	710.00
			fourth six months of experience	1 009.00	807.00	1 011.50	809.00
			fifth six months of experience	1 130.50	904.50	1 135.00	908.00
			next four months of experience	1 255.50	1 004.50	1 262.00	1 009.50
			Thereafter, the wage specified in (x)(i) i.e.	1 377.50	1 102.00	1 385.00	1 108.00
(xi)	<b>Maintenance hand</b>						
		(i)	Qualified	790.50	632.50	793.00	634.50
		(ii)	Learners				
			first six months of experience	637.50	510.00	641.50	513.00
			second six months of experience	668.00	534.50	671.00	537.00
			third six months of experience	694.00	555.00	697.00	557.50
			fourth six months of experience	726.50	581.00	731.00	585.00
			next four months of experience	762.00	609.50	766.50	613.00
			Thereafter, the wage specified in (xi)(i) i.e.	790.50	632.50	793.00	634.50
<b>B. IN THE MAGISTERIAL DISTRICTS OF BLOEMFONTEIN, KIMBERLEY AND KROONSTAD</b>							
(i)	<b>Sewing Machinist</b>						
(a)		(i)	Qualified	934.50	747.50	937.00	749.50
		(ii)	Learners				
			first six months of experience	637.50	510.00	641.50	513.00
			second six months of experience	686.00	549.00	691.00	553.00
			third six months of experience	735.00	588.00	738.50	591.00
			Thereafter, the wage specified in (i)(i) i.e.	934.50	747.50	937.00	749.50
(i)	<b>Invisible Mender, Finisher, Presser, Trimmer, Marker-in and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer</b>						
(b)		(i)	Qualified	934.50	747.50	937.00	749.50
		(ii)	Learners				
			first six months of experience	637.50	510.00	641.50	513.00
			second six months of experience	686.00	549.00	691.00	553.00
			third six months of experience	735.00	588.00	738.50	591.00
			fourth six months of experience	785.00	628.00	790.50	632.50
			fifth six months of experience	834.00	667.00	837.50	670.00
			next four months of experience	884.00	707.00	887.00	709.50
			Thereafter, the wage specified in (i)(i) i.e.	934.50	747.50	937.00	749.50
	<b>Set Leader and/or Team Leader</b>			992.50	794.00	996.50	797.00
(ii)	<b>General Worker/Pleater</b>						
		(i)	Qualified	705.50	564.50	707.50	566.00
		(ii)	Learners				

DESCRIPTION OF OCCUPATION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
			first six months of experience	637.50	510.00	641.50	513.00
			second six months of experience	670.00	536.00	672.50	538.00
			Thereafter, the wage specified in (ii)(i) i.e.	705.50	564.50	707.50	566.00
(iii)	Despatch Packer and Layer-up						
		(i) Qualified		729.50	583.50	733.00	586.50
		(ii) Learners					
			first six months of experience	637.50	510.00	641.50	513.00
			second six months of experience	682.50	546.00	685.50	548.50
			Thereafter, the wage specified in (iii)(i) i.e.	729.50	583.50	733.00	586.50
(iv)	Plain Sewer						
		(i) Qualified		762.50	610.00	767.00	613.50
		(ii) Learners					
			first six months of experience	637.50	510.00	641.50	513.00
			Thereafter, the wage specified in (iv)(i) i.e.	762.50	610.00	767.00	613.50
(v)	Sample Machinist			1 062.00	849.50	1 067.50	854.00
C. IN THE MAGISTERIAL DISTRICTS OF FRANKFORT, PARYS AND VREDEFORT							
(i)	Sewing Machinist						
(a)		(i) Qualified:		890.50	712.50	893.00	714.50
		(ii) Learners:					
			first six months of experience	610.00	488.00	614.00	491.00
			second six months of experience	656.00	525.00	661.00	529.00
			third six months of experience	703.00	562.50	706.50	565.00
			Thereafter, the wage specified in (i)(a)(i) i.e.	890.50	712.50	893.00	714.50
(i)	Invisible Mender, Finisher, Presser, Trimmer, Marker-In and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer:						
(b)		(i) Qualified:		890.50	712.50	893.00	714.50
		(ii) Learners:					
			first six months of experience	610.00	488.00	614.00	491.00
			second six months of experience	656.00	525.00	661.00	529.00
			third six months of experience	703.00	562.50	706.50	565.00
			fourth six months of experience	749.50	599.50	755.00	604.00
			fifth six months of experience	795.50	636.50	799.00	639.00
			Next four months of experience	842.50	674.00	845.50	676.50
			Thereafter, the wage specified in (i)(b)(i) i.e.	890.50	712.50	893.00	714.50
	Set Leader and/or Team Leader			946.50	757.00	950.50	760.50
(ii)	General Worker/Pleater						
		(i) Qualified		681.00	545.00	683.00	546.50
		(ii) Learners					



DESCRIPTION OF OCCUPATION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
			first six months of experience	610.00	488.00	614.00	491.00
			second six months of experience	645.50	516.50	648.00	518.50
			Thereafter, the wage specified in (ii)(i) i.e.	681.00	545.00	683.00	546.50
(iii)	Despatch Packer						
		(i)	Qualified	709.50	567.50	713.00	570.50
		(ii)	Learners				
			first six months of experience	610.00	488.00	614.00	491.00
			second six months of experience	659.00	527.00	662.00	529.50
			Thereafter, the wage specified in (iii)(i) i.e.	709.50	567.50	713.00	570.50
(iv)	Layer-Up						
		(i)	Qualified	704.50	563.50	708.00	566.50
		(ii)	Learners				
			first six months of experience	610.00	488.00	614.00	491.00
			second six months of experience	659.50	527.50	662.50	530.00
			Thereafter, the wage specified in (iii)(i) i.e.	716.50	573.00	720.50	576.50
(v)	Plain Sewer						
		(i)	Qualified	736.00	589.00	738.50	591.00
		(ii)	Learners				
			first six months of experience	612.50	490.00	615.00	492.00
			Thereafter, the wage specified in (iv)(i) i.e.	736.00	589.00	738.50	591.00
(vi)	Sample Machinist			1 011.50	809.00	1 013.50	811.00
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.							

5. In clause 4, delete subclause 4(2).
6. In clause 4, renumber sub-clause (3) to read "(2)".
7. In clause 4, substitute the following new sub-clause (2), for the existing sub-clause (2):

39 of 264

**“(2) Incentivised Wage Rates**

The following incentivised wage rates provisions, applicable to new employees only:

Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

This means that:

**Employees employed before 1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.
- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

**Employees employed after 1 September 2016**

- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

Subject to the following provisions:

40 of 264



- 2.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.
- 2.2 The guaranteed wage rate as specified in sub-clause 2.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.
- 2.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 2.4 below.
- 2.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies

who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.

2.6 The closed shop shall be applicable to all new employees.

2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.

2.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.

2.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 2.2.



2.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.

2.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.

2.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

43 of 264

Handwritten signature and initials, possibly '70' and 'A', in dark ink.

2.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other forms of deadlock breaking mechanisms are agreed between the parties.

2.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 2.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.

2.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties."

8. In sub-clause 20(1)(a), substitute the new expression "R2,64 per week " for the existing expression "R2,45 per week".
9. In sub-clause 20(1)(b), substitute the new expression "R2,85 per week" for the existing expression "R2,65 per week".

10. In clause 21(3), substitute the new expression "R21,94" for the existing expression "R20,39".
11. In clause 23D(1), substitute the new expression " 41cents" for the existing expression "38 cents".
12. In clause 23E(2), substitute the new expression "61 cents" for the existing expression "57 cents".
13. In clause 24(1)(d), delete the following expression, " , but only after obtaining the necessary written authorisation".
14. In clause 34(8), substitute the existing sub-clause 34(8), with the following new sub-clause 34(8):

**“(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.

- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.
- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.

Handwritten signature and initials, possibly 'Yo' and 'RA', with a scribble to the left.

- (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.
- (9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement.”
15. In clause 35(5), substitute the new expression “contribute an amount of 18 cents per week” for the existing expression “17 cents per week”.
16. In clause 36(1), substitute the new expression “31 August 2018” for the existing expression “31 August 2017” and the new expression “1 September 2017” for the existing expression “1 September 2016”.
17. In clause 38, delete sub-clause (2) and renumber subclause (3) to read “(2)”.
18. Insert new clause 43:

**“43. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Contained in Annexure E.”

19. Insert the following new Annexure E:

**“ANNEXURE E**

47 of 264

70  
12



### **INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

#### **1. Introduction and Key Principles**

- 1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.
- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness.
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.
- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive

48 of 264  
70  
119

shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.

- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

## **2. Employee Protection**

- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.

- 2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.

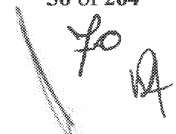
- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

## **3. Plant Level Incentive Schemes**

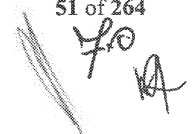


- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.
- 3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.
- 3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.
- 3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.
- 3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

#### **4. Deadlock-Breaking Mechanism**



- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.
- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.

Handwritten signature and initials in black ink, appearing to be 'F.O.' and 'A'.

4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.

4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.

## 5. **Dispute Resolution**

5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.

5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

## 6. **Reporting and Administration**

52 of 264

40  
A



6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.

6.2 Such report shall cover at least the following matters:

- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements
- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## 7. Qualification and Commencement of Plant Level Consultation

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first), and

53 of 264

70  
R

For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union.”

## 5. PART C (PROVISIONS FOR THE KWAZULU-NATAL REGION)

1. In clause 1(6), substitute the new Table of Contents, for the existing Table of Contents:

CLAUSE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS .....
4.	WAGES .....
5.	SHIFT ALLOWANCE .....
6.	TASK WORK .....
7.	SHORT -TIME .....
8.	PAYMENT OF WAGES AND OVERTIME .....
9.	HOURS OF WORK AND OVERTIME .....
10.	PUBLIC HOLIDAYS .....
11.	RECORDS .....
12.	WORK IN THE CLOTHING INDUSTRY .....
13.	PROPORTION OR RATIO OF EMPLOYEES .....
14.	ANNUAL LEAVE .....
15.	HOLIDAY LEAVE BENEFIT (ANNUAL BONUS) FUND ACCOUNT .....
16.	MATERNITY LEAVE .....
17.	PATERNITY LEAVE AND FAMILY RESPONSIBILITY LEAVE .....
18.	PREMIUMS FOR TRAINING .....
19.	REGISTRATION OF EMPLOYERS .....
20.	REGISTRATION OF EMPLOYEES .....
21.	TERMINATION OF SERVICE .....
22.	DISCIPLINARY AND GRIEVANCE PROCEDURE .....
23.	EXEMPTIONS .....
24.	PERSONS UNDER THE AGE OF 15 YEARS .....
25.	COUNCIL FUNDS .....
26.	SACTWU FUNDS .....

7.0  
R

27.	CLOSED SHOP AND TRADE UNION MEMBERSHIP/SUBSCRIPTIONS .....
28.	ACCESS TO AND ORGANISING FACILITIES ON AN EMPLOYERS' PREMISES BY THE TRADE UNION.....
29.	RIGHTS OF TRADE UNION REPRESENTATIVES.....
30.	AGENTS.....
31.	EXHIBITION OF AGREEMENT, WAGE RATES AND HOURS OF WORK .....
32.	ADMINISTRATION OF AGREEMENT .....
33.	TRADE UNION'S REPRESENTATIVES OF THE COUNCIL .....
34.	WORKING PROPRIETORS AND / OR WORKING PARTNERS .....
35.	SICK BENEFIT FUND .....
36.	RETRENCHMENT.....
37.	FINANCIAL MATTERS .....
38.	DISPUTE PROCEDURES .....
39.	ATYPICAL WORK AND SUBCONTRACTING.....
40.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION.....
41.	PRODUCTIVITY .....
42.	AGENCY SHOP .....
43.	INDUSTRY PROTECTION FUND (Annexure C) .....
44.	HIV/AIDS (Annexure A) .....
45.	CONTRACT EMPLOYEES (Annexure D).....
46.	WORKING IN ARRANGEMENTS.....
47.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES .....
48.	PROVIDENT FUND CONTRIBUTIONS .....
49.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (Annexure E) ....

2. In clause 3, substitute the existing definition with the following new definition:

“**Level B Compliance**” means an employer who;

- (i) Is paying between 80% and 100% of the gazette wage rates,
- (ii) has registered with the Council and has registered all permanent and contract employees with the Council,
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or

55 of 264

40

- (iv) has received exemption from any Collective Agreement to the extent of such exemption,
- (v) have entered into a Payment Plan and is conforming to the terms thereof,
- (vi) have applied for and has been approved by the Council as Level B complaint;"
3. In clause 4.1(a), substitute the existing wage schedule with the following new wage schedule (for clothing establishments):

“(a)

Description of Occupation			Group A Wage per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	Group B Wage per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
<b>Part A - Cutting Department</b>			<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>GRADE 1</b>						
(a)	Qualified		1 199.20	959.35	1204.80	963.85
(b)	Learner					
	0 - 6 months		791.55	633.25	795.25	636.20
	7 - 12 months		875.65	700.50	879.65	703.70
	13 - 18 months **		959.50	767.60	964.00	771.20
	Thereafter, the qualifying wage applies		1 199.20	959.35	1204.80	963.85
<b>GRADE 2</b>						
(a)	Qualified		1 042.25	833.80	1047.15	837.70
(b)	Learner					
	0 - 6 months		787.30	629.85	791.00	632.80
	Thereafter, the qualifying wage applies		1 042.25	833.80	1047.15	837.70
<b>GRADE A</b>						
(a)	Qualified		1 067.90	854.30	1072.75	858.20
(b)	Learner					
	0 - 6 months		829.50	663.60	833.45	666.75
	Thereafter, the qualifying wage applies		1 067.90	854.30	1072.75	858.20



Description of Occupation		Group A Wage per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	Group B Wage per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
<b>HEAD CUTTER</b>		1 913.30	1530.65	1922.05	1537.65
<b>ASSISTANT HEAD CUTTER</b>		1 530.50	1224.40	1537.55	1230.05
<b>CUTTER/TRIMMER</b>					
(a)	Qualified	1 202.15	961.70	1207.70	966.15
(b)	Learner				
	0 - 6 months	754.00	603.20	757.60	606.10
	7 - 12 months	842.50	674.00	846.25	677.00
	13 - 18 months	927.40	741.90	931.70	745.35
	19 - 22 months	1 028.30	822.65	1032.90	826.30
	Thereafter, the qualifying wage applies	1 202.15	961.70	1207.70	966.15
<b>BAND KNIFE CUTTER</b>					
(a)	Qualified	1 265.10	1012.10	1270.95	1016.75
(b)	Learner				
	0 - 6 months	843.65	674.90	847.45	677.95
	7 - 12 months	936.85	749.50	941.20	752.95
	13 - 18 months	1 022.30	817.85	1027.10	821.70
	19 - 22 months	1 119.65	895.70	1124.75	899.80
	Thereafter, the qualifying wage applies	1 265.10	1012.10	1270.95	1016.75
<b>MECHANIC</b>					
(a)	Qualified	2 056.15	1644.90	2065.60	1652.50
(b)	Learner				
	0 - 6 months	948.70	758.95	952.95	762.35
	7 - 12 months	1 089.40	871.50	1094.50	875.60
	13 - 18 months	1 250.25	1000.20	1256.25	1005.00
	19 - 24 months	1 411.15	1128.90	1417.75	1134.20
	25 - 30 months	1 582.70	1266.15	1590.15	1272.10
	31 - 36 months	1 740.45	1392.35	1748.45	1398.75
	37 - 40 months	1 895.60	1516.50	1904.35	1523.50
	Thereafter, the qualifying wage applies	2 056.15	1644.90	2065.60	1652.50
<b>CLERK *</b>					
(a)	Qualified	1 285.10	1028.10	1291.10	1032.90
(b)	Learner				
	0 - 6 months	873.75	699.00	877.80	702.25
	7 - 12 months	986.60	789.30	991.15	792.90
	13 - 18 months	1 079.35	863.50	1084.30	867.45
	Thereafter, the qualifying wage applies	1 285.10	1028.10	1291.10	1032.90

57 of 264



Description of Occupation	Group A Wage per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	Group B Wage per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
WATCHMAN	1 077.10	861.70	1082.10	865.70
DRIVER 1	1 011.70	809.35	1016.40	813.10
DRIVER 2	1 105.55	884.45	1110.65	888.50
DRIVER 3	1 289.05	1031.25	1295.05	1036.05
DRIVER 4	1 556.95	1245.55	1564.25	1251.40
FOREPERSON	1 473.95	1179.15	1480.85	1184.70
<p>* Provided a registered productivity incentive scheme is in place.</p> <p>** Provided that a sewing machinist (grade 1) should be paid the qualified rate of pay after 18 months of experience.</p>				
<p>NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.</p>				

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

“(b)

DESCRIPTION OF OCCUPATION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
(i)	Foreman:	2251.05	1800.85	2261.55	1809.25
(ii)	Dyer: (See (iv) below)				
(iii)	Storeman:				
	(i) Qualified:	2166.85	1733.50	2176.85	1741.50
	(ii) Learners:				
	first six months of experience	782.85	626.30	786.50	629.20
	second six months of	1128.85	903.10	1134.00	907.20

DESCRIPTION OF OCCUPATION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		experience				
		third six months of experience	1475.00	1180.00	1481.80	1185.45
		next four months of experience	1820.90	1456.70	1829.25	1463.40
		Thereafter, the wage specified in (iii)(i) i.e.	2166.85	1733.50	2176.85	1741.50
(iv)	<b>Mechanic/Dyer:</b>					
	(i)	Qualified:	2251.05	1800.85	2261.55	1809.25
	(ii)	Learners:				
		first six months of experience	782.85	626.30	786.50	629.20
		second six months of experience	929.40	743.50	933.85	747.10
		third six months of experience	1076.30	861.05	1081.40	865.10
		fourth six months of experience	1223.35	978.70	1228.90	983.10
		fifth six months of experience	1370.30	1096.25	1376.75	1101.40
		sixth six months of experience	1516.60	1213.30	1523.65	1218.90
		seventh six months of experience	1663.85	1331.10	1671.60	1337.30
		eighth six months of experience	1810.65	1448.50	1819.10	1455.30
		ninth six months of experience	1957.30	1565.85	1966.40	1573.10
		next four months of experience	2104.55	1683.65	2114.30	1691.45
		Thereafter, the wage specified in (iv)(i) i.e.	2251.05	1800.85	2261.55	1809.25
(v)	<b>Mechanic's Assistant:</b>					
	(i)	Qualified:	1474.60	1179.70	1481.50	1185.20
	(ii)	Learners:				
		first six months of experience	782.85	626.30	786.50	629.20
		second six months of experience	851.35	681.10	855.25	684.20
		third six months of experience	921.55	737.25	925.75	740.60
		fourth six months of experience	989.85	791.90	994.45	795.55
		fifth six months of experience	1059.45	847.55	1064.45	851.55
		sixth six months of experience	1128.95	903.15	1134.20	907.35

70  
M

DESCRIPTION OF OCCUPATION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		seventh six months of experience	1197.70	958.15	1203.30	962.65
		eighth six months of experience	1267.30	1013.85	1273.00	1018.40
		ninth six months of experience	1336.10	1068.90	1342.30	1073.85
		next four months of experience	1405.45	1124.35	1411.80	1129.45
		Thereafter, the wage specified in (v)(i) i.e.	1474.60	1179.70	1481.50	1185.20
(vi)	<b>Supervisor:</b>		1558.85	1247.10	1566.05	1252.85
(vii)	<b>Final Examiner of fully-fashioned garments:</b>		1447.65	1158.10	1454.30	1163.45
(viii)	<b>Factory Clerk, Despatch Clerk, Stores Clerk:</b>					
	(i)	Qualified:	1417.45	1133.95	1424.05	1139.25
	(ii)	Learners:			0.00	0.00
		first six months of experience	782.85	626.30	786.50	629.20
		second six months of experience	941.30	753.05	945.70	756.55
		third six months of experience	1100.05	880.05	1105.20	884.15
		next four months of experience	1258.95	1007.15	1264.75	1011.80
		Thereafter, the wage specified in (viii)(i) i.e.	1417.45	1133.95	1424.05	1139.25
(ix)	<b>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:</b>					
	(i)	Qualified:	1417.45	1133.95	1424.05	1139.25
	(ii)	Learners:				
		first six months of experience	782.85	626.30	786.50	629.20
		second six months of experience	888.30	710.65	892.50	714.00
		third six months of experience	993.90	795.10	998.55	798.85
		fourth six months of experience	1100.05	880.05	1105.30	884.25
		fifth six months of experience	1205.75	964.60	1211.25	969.00
		next four months of	1311.80	1049.45	1317.85	1054.30



DESCRIPTION OF OCCUPATION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		experience				
		Thereafter, the wage specified in (ix)(i) i.e.	1417.45	1133.95	1424.05	1139.25
(x)	<b>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:</b>					
	(i)	Qualified:	1236.80	989.45	1242.65	994.10
	(ii)	Learners:				
		first six months of experience	782.85	626.30	786.50	629.20
		second six months of experience	896.00	716.80	900.05	720.05
		third six months of experience	1009.45	807.55	1014.15	811.30
		next four months of experience	949.90	759.90	1128.55	902.85
		Thereafter, the wage specified in (x)(i) i.e.	1236.80	989.45	1242.65	994.10
(xi)	<b>Driver of a Motor Vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—:</b>					
		(a) does not exceed 453,5 kg	1182.35	945.90	1187.80	950.25
		(b) exceeds 453,5 kg but not 2 721 kg	1396.00	1116.80	1402.45	1121.95
		(c) exceeds 2 721 kg but not 4 535 kg	1486.60	1189.30	1493.45	1194.75
		(d) exceeds 4 535 kg	1613.20	1290.55	1620.60	1296.50
(xii)	<b>Security Officer:</b>		1805.75	1444.60	1814.20	1451.35
(xiii)	<b>Watchman:</b>		1393.65	1114.90	1400.05	1120.05
(xiv)	<b>Employee not elsewhere specified:</b>					
	(i)	Qualified:	1450.95	1160.75	1457.55	1166.05
	(ii)	Learners:				
		first six months of experience	782.85	626.30	786.50	629.20
		second six months of experience	949.50	759.60	954.05	763.25
		third six months of experience	1117.05	893.65	1122.20	897.75
		next four months of experience	1283.80	1027.05	1289.75	1031.80

DESCRIPTION OF OCCUPATION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		thereafter, the wage specified in (xiv)(i) i.e.	1450.95	1160.75	1457.55	1166.05
(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:	1016.80	813.45	1021.50	817.20
	(ii)	Learners:				
		first six months of experience	782.85	626.30	786.50	629.20
		second six months of experience	860.55	688.45	864.55	691.65
		third six months of experience	939.25	751.40	943.50	754.80
		Thereafter, the wage specified in (xv) (i) i.e.	1016.80	813.45	1021.50	817.20
(xvi)	Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker		1016.80	813.45	1021.50	817.20
(xvii)	General Worker (Knitting)		1181.05	944.85	1186.60	949.30
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must the coming into effect of this Agreement, increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.						



3. In clause 4, delete subclause 4(2).
4. In clause 4, renumber sub-clause (3) to read "(2)".
5. In clause 4, substitute the following new sub-clause (2), for the existing sub-clause (2):

**"(2) Incentivised Wage Rates**

The following incentivised wage rates provisions, applicable to new employees only:

Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

This means that:

Employees employed before **1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.

63 of 264



- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

Employees employed after **1 September 2016**

- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

Subject to the following provisions:

2.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.

2.2 The guaranteed wage rate as specified in sub-clause 2.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.

64 of 264



2.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 2.4 below.

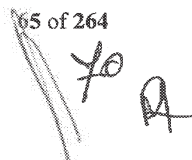
2.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.

2.6 The closed shop shall be applicable to all new employees.

65 of 264



- 2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.
- 2.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.
- 2.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 2.2.
- 2.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.
- 2.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become

applicable to the affected employee's job category after such date of retrenchment.

2.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

2.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other forms of deadlock breaking mechanisms are agreed between the parties.

2.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 2.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.

2.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by

67 of 264

70 A



a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties.”

6. In clause 25(1), substitute the new expression “R3,11 per week” for the existing expression “R2,89 per week”.
7. In clause 25(2), substitute the new expression “R4,22 per week” for the existing expression “R3,91 per week”.
8. In clause 26(1), substitute the new expression “39 cents” for the existing expression “36 cents”.
9. In clause 26(2), substitute the new expression “56 cents” for the existing expression “52 cents”.
10. In clause 38(8), substitute the existing sub-clause 38(8), with the following new sub-clause 38(8):

**“(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.

68 of 264



- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.
- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.
- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer

Handwritten signature and initials in black ink, appearing to be 'Z0' and 'A'.

who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.

(8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.

(9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement.”

11. In clause 40(1), substitute the new expression “31 August 2018” for the existing expression “31 August 2017” and the new expression “1 September 2017” for the existing expression “1 September 2016”.

12. In clause 41, delete sub-clause (2) and renumber subclause (3) to read “(2)”

13. In Annexure C of clause 43, subclause (5), substitute the new expression “18 cents per week” for the existing expression “17 cents per week”.

14. Insert new clause 49:

**“49. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Contained in Annexure E.”

70 of 264



15. Insert the following new Annexure E:

**“ANNEXURE E**

**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

**1. Introduction and Key Principles**

- 1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.
- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness.
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.

71 of 264



- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.
- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

## 2. Employee Protection

- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.
- 2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.
- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

72 of 264





### 3. Plant Level Incentive Schemes

- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.
- 3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.
- 3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.
- 3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.
- 3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

Handwritten signature and initials, possibly '70' and 'M', with a large checkmark-like stroke.

#### 4. Deadlock-Breaking Mechanism

- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.
- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.

4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.

4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.

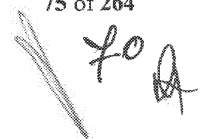
## 5. **Dispute Resolution**

5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.

5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

## 6. **Reporting and Administration**

75 of 264

Handwritten signature and initials, possibly 'ZOA', in black ink.

6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.

6.2 Such report shall cover at least the following matters:

- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements
- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## **7. Qualification and Commencement of Plant Level Consultation**

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the

provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first), and

For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union."

## 6. PART D (PROVISIONS FOR THE NORTHERN REGION (CLOTHING))

1. In clause 1(3), substitute the new Table of Contents, for the existing Table of Contents:

CLAUSE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS .....
4.	WAGES.....
5.	BONUS SCHEMES, TASK WORK AND PIECEWORK.....
6.	SHORT-TIME.....
7.	PAYMENT OF AMOUNT DUE TO EMPLOYEES.....
8.	PROPORTION OR RATIO OF EMPLOYEES.....
9.	HOURS OF WORK.....
10.	OVERTIME AND SUNDAY WORK .....
11.	REGISTRATION OF AN EMPLOYER.....
12.	HOLIDAY LEAVE .....
13.	TERMINATION OF EMPLOYMENT.....
14.	SEVERANCE PAY .....
15.	PREMIUMS.....
16.	OVERALLS AND EQUIPMENT.....
17.	CONTRACTS.....
18.	ENGAGEMENT OF PERMANENT AND CONTRACT EMPLOYEES .....
19.	EXEMPTIONS .....
20.	POWERS OF DESIGNATED AGENTS AND APPOINTED CONCILIATORS AND ARBITRATORS ..
21.	PROCEDURE TO ENFORCE COMPLIANCE WITH THIS PART OF THE AGREEMENT .....
22.	DISPUTE PROCEDURE .....
23.	EXHIBITION OF AGREEMENT.....
24.	PROHIBITION OF EMPLOYMENT OF CHILDREN AND OF FORCED LABOUR.....
25.	AGENCY SHOP: EMPLOYERS' ORGANISATION .....

77 of 264

*70*  
*RA*



CLAUSE NO.	DESCRIPTION
26.	TRADE UNION LABOUR .....
27.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION .....
28.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING .....
29.	PRODUCTIVITY .....
30.	INDUSTRY PROTECTION FUND .....
31.	HIV/AIDS .....
32.	CONTRACT EMPLOYEES .....
33.	COUNCIL FUNDS .....
34.	WORKING IN ARRANGEMENTS .....
35.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES WORKING IN ARRANGEMENTS .....
36.	PROVIDENT FUND CONTRIBUTIONS .....
37.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (ANNEXURE E) .....

2. In clause 3, substitute the existing definition with the following new definition:

“**Level B Compliance**” means an employer who;

- (i) Is paying between 80% and 100% of the gazette wage rates,
- (ii) has registered with the Council and has registered all permanent and contract employees with the Council,
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or
- (iv) has received exemption from any Collective Agreement to the extent of such exemption,
- (v) have entered into a Payment Plan and is conforming to the terms thereof,
- (vi) have applied for and has been approved by the Council as Level B complaint;”

3. In clause 3, insert the following new definition:

**“monthly wage”** means the weekly wage multiplied by four and a third;”.

4. In clause 4A(1), substitute the expression “31 August 2016 for the expression “31 August 2015” in the preamble to this sub-clause.
5. In clause 4A(1), substitute the existing wage schedule with the following new wage schedule:

DESCRIPTION		GROUP A (I.E. EMPLOYEES ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (I.E. EMPLOYEES NOT ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
(A)	<b>Pattern Maker and/or Grader:</b>				
	(i) Qualified:	2157.10	1725.70	2167.10	1733.70
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	1005.40	804.30	1010.10	808.10
	third six months of experience	1237.40	989.90	1243.20	994.60
	fourth six months of experience	1448.40	1158.70	1455.10	1164.10
	fifth six months of experience	1699.80	1359.80	1707.90	1366.30
	next four months of experience	1930.60	1544.50	1939.50	1551.60
	Thereafter, the wage specified in (A)(i) i.e.	2157.10	1725.70	2167.10	1733.70
(B)	<b>Marker-In:</b>				
	(i) Qualified:	1790.90	1432.70	1799.40	1439.50
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	944.40	755.50	948.90	759.10
	third six months of experience	1114.10	891.30	1119.40	895.50
	fourth six months of experience	1283.20	1026.60	1289.40	1031.50
	fifth six months of experience	1452.60	1162.10	1459.60	1167.70
	next four months of experience	1622.30	1297.80	1629.70	1303.80
	Thereafter, the wage specified in (B)(i) i.e.	1790.90	1432.70	1799.40	1439.50
(C)	<b>Mechanic:</b>				

79 of 264

DESCRIPTION		GROUP A (I.E. EMPLOYEES ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (I.E. EMPLOYEES NOT ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
	(i) Qualified:	1746.70	1397.40	1755.00	1404.00
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	883.10	706.50	887.10	709.70
	third six months of experience	991.10	792.90	995.80	796.60
	fourth six months of experience	1099.20	879.40	1104.30	883.40
	fifth six months of experience	1207.60	966.10	1213.30	970.60
	sixth six months of experience	1314.50	1051.60	1320.70	1056.60
	seventh six months of experience	1423.40	1138.70	1430.00	1144.00
	eighth six months of experience	1531.10	1224.90	1538.50	1230.80
	next four months of experience	1639.40	1311.50	1647.20	1317.80
	Thereafter, the wage specified in (C)(i) i.e.	1746.70	1397.40	1755.00	1404.00
(D)	<b>Chopper Out, Cutter and/or Re-Cutter, Negative Maker, Screen Maker (Engraver), Screen Printer, Sample Cutter:</b>				
	(i) Qualified:	1297.20	1037.80	1303.50	1042.80
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	905.90	724.70	910.30	728.20
	third six months of experience	1036.90	829.50	1041.80	833.40
	next four months of experience	1168.80	935.00	1174.10	939.30
	Thereafter, the wage specified in (D)(i) i.e.	1297.20	1037.80	1303.50	1042.80
*(E1)	<b>Sample Machinist:</b>	1290.00	1032.00	1296.00	1036.80
(E)(a)	<b>Sewing Machinist, Operator of a Linking, Overlocking and/or Sewing Machine, Embroidery Machinist (other than embroidery machine minder):</b>				
	(i) Qualified:	1121.40	897.10	1126.70	901.40
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	861.80	689.40	865.90	692.70
	third six months of experience	946.80	757.40	951.40	761.10
	Thereafter, the wage specified in (E)(i) i.e.	1121.40	897.10	1126.70	901.40



DESCRIPTION		GROUP A (I.E. EMPLOYEES ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (I.E. EMPLOYEES NOT ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
(E)(b)	Finisher, Invisible Mender Embroiderer, 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:	1121.40	897.10	1126.70	901.40
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	861.80	689.40	865.90	692.70
	third six months of experience	946.80	757.40	951.40	761.10
	next four months of experience	1037.20	829.80	1041.90	833.50
	Thereafter, the wage specified in (E)(i) i.e.	1121.40	897.10	1126.70	901.40
(F1)	Machinist promoted to Assistant Supervisor:				
	(i) Qualified:	1332.60	1066.10	1338.90	1071.10
	(ii) Learners:				
	first six months of experience	1121.40	897.10	1126.70	901.40
	second six months of experience	1194.30	955.40	1199.70	959.80
	third six months of experience.	1264.60	1011.70	1270.50	1016.40
	Thereafter, the wage specified in (F1)(i) i.e	1332.60	1066.10	1338.90	1071.10
(F)	Asst Supervisor, other than a Machinist promoted to Asst. Supervisor; Despatch/Factory Clerk and Storeman:				
	(i) Qualified:	1332.60	1066.10	1338.90	1071.10
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	915.40	732.30	919.50	735.60
	third six months of experience	1054.70	843.80	1059.50	847.60
	next four months of experience	1195.20	956.20	1200.90	960.70
	Thereafter, the wage specified in (F)(i) i.e.	1332.60	1066.10	1338.90	1071.10

DESCRIPTION		GROUP A (I.E. EMPLOYEES ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (I.E. EMPLOYEES NOT ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
(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:	930.30	744.20	934.50	747.60
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	814.40	651.50	818.00	654.40
	third six months of experience	852.50	682.00	856.70	685.40
	next four months of experience	890.80	712.60	894.90	715.90
	Thereafter, the wage specified in (G)(i) i.e.	930.30	744.20	934.50	747.60
(H1)	Foreman:	2942.80	2354.20	2956.50	2365.20
(H2)	Supervisor, Assistant Foreman, Head Cutter:	1605.00	1284.00	1612.40	1289.90
(H3)	Artisan:	3359.50	2687.60	3374.90	2699.90
(H4)	Labourer, Scooter Driver and/or Boiler Attendant:	1033.80	827.00	1038.70	831.00
(H5)	Watchman:	1194.50	955.60	1200.10	960.10
(H6)	Driver (Light Motor Vehicle):	1177.50	942.00	1182.80	946.20
(H7)	Driver (Medium Motor Vehicle):	1259.10	1007.30	1264.70	1011.80
	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				
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.					

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

82 of 264

*70*  
*A*



Category	Wage – Group A			Wage Group B		
	Column 1 (R)	Column 2 (R)	New Employees on Incentivised Scheme = 80%	Column 1 (R)	Column 2 (R)	New Employees on Incentivised Scheme = 80%
A	2157.10	152.40	1725.70	2167.10	153.10	1733.70
B	1790.90	126.50	1432.70	1799.40	127.10	1439.50
C	1746.70	123.40	1397.40	1755.00	124.00	1404.00
D	1297.20	91.60	1037.80	1303.50	92.10	1042.80
E1	1290.00	91.10	1032.00	1296.00	91.50	1036.80
E (a)	1121.40	79.20	897.10	1126.70	79.60	901.40
E (b)	1121.40	79.20	897.10	1126.70	79.60	901.40
F1	1332.60	94.10	1066.10	1338.90	94.60	1071.10
F	1332.60	94.10	1066.10	1338.90	94.60	1071.10
G	930.30	65.70	744.20	934.50	66.00	747.60
H1	2942.80	207.90	2354.20	2956.50	208.80	2365.20
H2	1605.00	113.40	1284.00	1612.40	113.90	1289.90
H3	3359.50	237.30	2687.60	3374.90	238.40	2699.90
H4	1033.80	73.00	827.00	1038.70	73.40	831.00
H5	1194.50	84.40	955.60	1200.10	84.80	960.10
H6	1177.50	83.20	942.00	1182.80	83.50	946.20
H7	1259.10	88.90	1007.30	1264.70	89.30	1011.80

7. In clause 4A, delete subclause (3).
8. In clause 4A, renumber sub-clause (4) to read "(3)".
9. In clause 4A, substitute the following new sub-clause (3), for the existing sub-clause (3):

**"(3) Incentivised Wage Rates**

The following incentivised wage rates provisions, applicable to new employees only:

83 of 264

*70*  
*RA*

Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

This means that:

**Employees employed before 1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.
- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

**Employees employed after 1 September 2016**

- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

Subject to the following provisions:

3.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the

84 of 264



industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.

3.2 The guaranteed wage rate as specified in sub-clause 3.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.

3.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 3.4 below.

3.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

85 of 264

Handwritten signature and initials, possibly 'Yo' and 'R', in black ink.

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

- 3.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.
- 3.6 The closed shop shall be applicable to all new employees.
- 3.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 3.1 above.
- 3.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.
- 3.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 3.2.
- 3.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and

subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.

3.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.

3.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 3.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

3.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other



forms of deadlock breaking mechanisms are agreed between the parties.

3.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 3.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.

3.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties."

10. In clause 4B(8), substitute the existing wage schedule with the following new wage schedule (for Millinery Sector establishments):

DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Se 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
(a)	Supervisor:	1810.30	1448.20	1814.60	1451.70
(b)	Milliner (Upgrade to Trimmer):				
	(i) Qualified	1435.80	1148.60	1439.60	1151.70

DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
(ii) Learners:					
	first six months of experience	1017.30	813.80	1019.70	815.80
	second six months of experience	1112.50	890.00	1115.00	892.00
	third six months of experience	1221.40	977.10	1224.20	979.40
	next four months of experience	1354.40	1083.50	1357.70	1086.20
	Thereafter, the wage specified in (b)(i) i.e.	1435.80	1148.60	1439.60	1151.70
(c) (1) Blocker-Front (Upgrade from Assistant Blocker):					
	(i) Qualified:	1208.20	966.60	1211.10	968.90
	(ii) Learners:				
	first six months of experience	1001.40	801.10	1003.80	803.00
	second six months of experience	1033.90	827.10	1036.20	829.00
	third six months of experience	1099.20	879.40	1101.70	881.40
	next four months of experience	1150.20	920.20	1153.10	922.50
	Thereafter, the wage specified in (c)(1)(i) i.e.	1208.20	966.60	1211.10	968.90
	(2) Driver:	1208.20	966.60	1211.10	968.90
(d) Machine Operator & Chopper-Out:					
	(i) Qualified:	1118.10	894.50	1120.50	896.40
	(ii) Learners:				
	first six months of experience	705.00	564.00	706.80	565.40
	second six months of experience	805.60	644.50	807.40	645.90
	third six months of experience	862.60	690.10	864.70	691.80
	next four months of experience	995.80	796.60	998.10	798.50
	Thereafter, the wage specified in (d)(i) i.e.	1118.10	894.50	1120.50	896.40
(e) Trimmer/General Worker/Labourer/Assistant Blocker:					
	(i) Qualified:	953.00	762.40	955.30	764.20
	(ii) Learners:				
	first six months of experience	705.00	564.00	706.80	565.40
	second six months of experience	772.70	618.20	774.50	619.60
	third six months of experience	829.70	663.80	831.90	665.50
	next four months of experience	892.80	714.20	894.80	715.80
	Thereafter, the wage specified in (e)(i) i.e.	953.00	762.40	955.30	764.20
(f) Boiler Attendant & Watchman:		1042.30	833.80	1045.00	836.00

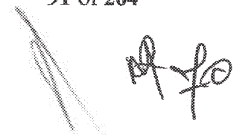
DESCRIPTION	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Se 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
	R	R	R	R
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.				

11. In clause 20(1)(d), delete the following expression, “, but only after obtaining the necessary written authorisation”.
12. In clause 22(8), substitute the existing sub-clause 22(8), with the following new sub-clause 22(8):

**“(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.

- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.
- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.
- (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.



- (9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement."
13. In clause 27(1), substitute the new expression "31 August 2018" for the existing expression "31 August 2017" and the new expression "1 September 2017" for the existing expression "1 September 2016".
14. In clause 29, delete sub-clause (2) and renumber subclause (3) to read "(2)".
15. In clause 30(5), substitute the new expression, "19 cents" for the existing expression "18 cents".
16. In sub-clause 33 (1)(a), substitute the new expression "up to a maximum of R2,64 per week " for the existing expression "up to a maximum of R2,45 per week".
17. In sub-clause 33(1)(b), substitute the new expression "up to a maximum of R2,85 per week " for the existing expression "up to a maximum of R2,65 per week".
18. Insert new clause 37:

**"37. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Contained in Annexure E."

19. Insert the following new Annexure E:

**"ANNEXURE E**





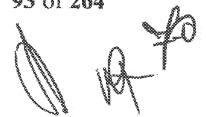
### **INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

#### **1. Introduction and Key Principles**

- 1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.
- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.
- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of

93 of 264



the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.

- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

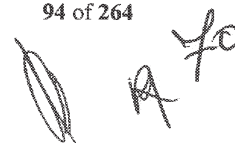
## **2. Employee Protection**

- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.

- 2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.

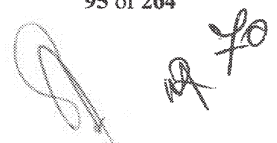
- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

## **3. Plant Level Incentive Schemes**

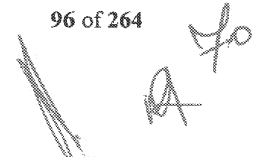
Handwritten signature and initials, possibly 'A 40', in the bottom right corner of the page.

- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.
- 3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.
- 3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.
- 3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.
- 3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

#### 4. Deadlock-Breaking Mechanism



- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.
- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.

Handwritten signature and initials, possibly 'A 40', in the bottom right corner of the page.

4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.

4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.

## 5. Dispute Resolution

5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.

5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

## 6. Reporting and Administration



6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.

6.2 Such report shall cover at least the following matters:

- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements
- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## 7. Qualification and Commencement of Plant Level Consultation

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first), and



For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union.”

## 7. PART E (PROVISIONS FOR THE NORTHERN REGION (KNITTING))

1. In clause 1(3), substitute the new Table of Contents, for the existing Table of Contents:

CLAUSE NO:	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS .....
4.	REMUNERATION.....
5.	PAYMENT OF AMOUNTS DUE TO EMPLOYEES .....
6.	HOURS OF WORK.....
7.	OVERTIME AND SUNDAY WORK .....
8.	ANNUAL LEAVE AND PAID HOLIDAYS .....
9.	TERMINATION OF EMPLOYMENT.....
10.	ENGAGEMENT IN EMPLOYMENT .....
11.	COUNCIL FUNDS .....
12.	EXTRACTS FROM WAGE REGISTERS .....
13.	TRADE UNION LABOUR .....
14.	PROHIBITION OF EMPLOYMENT OF CHILDREN AND OF FORCED LABOUR .....
15.	REGISTRATION OF AN EMPLOYER .....
16.	EXEMPTIONS .....
17.	POWERS OF DESIGNATED AGENTS .....
18.	FIXED-TERM CONTRACTS .....
19.	MEDICAL BENEFIT SOCIETY.....
20.	SICK PAY FUND .....
21.	SHORT TIME.....
22.	KNITTING INDUSTRY PROVIDENT FUND (NORTHERN AREAS).....
23.	SAFEGUARD OF WORKERS' EARNINGS .....
24.	SEVERANCE PAY .....

25.	OVERALLS.....
26.	AGENCY SHOP: EMPLOYERS' ORGANISATION .....
27.	PROCEDURE TO ENFORCE COMPLIANCE WITH THIS PART OF THE AGREEMENT...
28.	DISPUTE PROCEDURE .....
29.	EXHIBITION OF AGREEMENT .....
30.	INDUSTRY PROTECTION FUND.....
31.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION .....
32.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING .....
33.	PRODUCTIVITY (ANNEXURE B).....
34.	HIV/AIDS (ANNEXURE A) .....
35.	CONTRACT EMPLOYEES (ANNEXURE D) .....
36.	WORKING IN ARRANGEMENTS .....
37.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES .....
38.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (ANNEXURE E) .....

11

2. In clause 3, substitute the existing definition with the following new definition:

“**Level B Compliance**” means an employer who;

- (i) Is paying between 80% and 100% of the gazette wage rates,
- (ii) has registered with the Council and has registered all permanent and contract employees with the Council;
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or
- (iv) has received exemption from any Collective Agreement to the extent of such exemption,
- (v) have entered into a Payment Plan and is conforming to the terms thereof,
- (vi) have applied for and has been approved by the Council as Level B complaint;”

100 of 264

3. In clause 3, insert the following new definition:

“**monthly wage**” means the weekly wage multiplied by four and a third;”.

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

DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
(i)	<b>Foreman:</b>		2237.60	1790.10	2248.10	1798.50
(ii)	<b>Dyer: (See (iv) below)</b>					
(iii)	<b>Storeman:</b>					
	(i) Qualified:		2153.90	1723.10	2163.90	1731.10
	(ii) Learners:					
		first six months of experience	777.60	622.10	781.30	625.00
		second six months of experience	1121.70	897.40	1126.90	901.50
		third six months of experience	1465.70	1172.60	1472.60	1178.10
		next four months of experience	1809.90	1447.90	1818.20	1454.60
		Thereafter, the wage specified in (iii)(i) i.e.	2153.90	1723.10	2163.90	1731.10
(iv)	<b>Mechanic/Dyer:</b>					
	(i) Qualified:		2237.60	1790.10	2248.10	1798.50
	(ii) Learners:					
		first six months of experience	777.60	622.10	781.30	625.00
		second six months of experience	923.50	738.80	927.70	742.20
		third six months of experience	1069.50	855.60	1074.50	859.60
		fourth six months of experience	1215.70	972.60	1221.20	977.00
		fifth six months of experience	1361.60	1089.30	1368.00	1094.40
		sixth six months of experience	1507.40	1205.90	1514.50	1211.60
		seventh six months of experience	1653.50	1322.80	1661.30	1329.00
		eighth six months of experience	1799.50	1439.60	1808.00	1446.40
		ninth six months of experience	1945.20	1556.20	1954.10	1563.30
		next four months of experience	2092.00	1673.60	2101.80	1681.40
		Thereafter, the wage specified in (iv)(i) i.e.	2237.60	1790.10	2248.10	1798.50

70  
12



DESCRIPTION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
(v)	<b>Mechanic's Assistant:</b>						
		(i) Qualified:		1465.30	1172.20	1472.00	1177.60
		(ii) Learners:					
		first six months of experience		777.60	622.10	781.30	625.00
		second six months of experience		845.60	676.50	849.40	679.50
		third six months of experience		899.10	719.30	919.50	735.60
		fourth six months of experience		983.50	786.80	988.00	790.40
		fifth six months of experience		1052.70	842.20	1057.60	846.10
		sixth six months of experience		1121.80	897.40	1127.00	901.60
		seventh six months of experience		1190.10	952.10	1195.80	956.60
		eighth six months of experience		1259.40	1007.50	1264.80	1011.80
		ninth six months of experience		1327.70	1062.20	1333.80	1067.00
		next four months of experience		1396.90	1117.50	1403.20	1122.60
		Thereafter, the wage specified in (v)(i) i.e.		1465.30	1172.20	1472.00	1177.60
(vi)	<b>Supervisor:</b>			1549.30	1239.40	1556.60	1245.30
(vii)	<b>Final Examiner of fully-fashioned garments:</b>			1438.40	1150.70	1445.30	1156.20
(viii)	<b>Factory Clerk, Despatch Clerk, Stores Clerk:</b>						
		(i) Qualified		1408.60	1126.90	1415.30	1132.20
		(ii) Learners:					
		first six months of experience		777.60	622.10	781.30	625.00
		second six months of experience		935.20	748.20	939.50	751.60
		third six months of experience		1092.90	874.30	1098.00	878.40
		next four months of experience		1251.00	1000.80	1256.90	1005.50
		Thereafter, the wage specified in (viii)(i) i.e.		1408.60	1126.90	1415.30	1132.20
(ix)	<b>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:</b>						
		(i) Qualified:		1408.60	1126.90	1415.30	1132.20
		(ii) Learners:					
		first six months of experience		777.60	622.10	781.30	625.00
		second six months of experience		882.50	706.00	886.20	709.00
		third six months of experience		987.40	789.90	991.90	793.50
		fourth six months of experience		1092.90	874.30	1098.00	878.40
		fifth six months of experience		1198.00	958.40	1203.80	963.00
		next four months of experience		1303.40	1042.70	1309.30	1047.40



DESCRIPTION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
			Thereafter, the wage specified in (ix)(i) i.e.	1408.60	1126.90	1415.30	1132.20
(x) (a)			<b>Loader of magazine or comb, Linker, Overlocker other than an overlocker of seconds in socks, Mender and Plain Sewer:</b>				
			(i) Qualified:	1229.00	983.20	1234.70	987.80
			(ii) Learners:				
			first six months of experience	777.60	622.10	781.30	625.00
			second six months of experience	890.00	712.00	894.20	715.40
			third six months of experience	1002.90	802.30	1007.60	806.10
			next four months of experience	1116.20	893.00	1121.40	897.10
			Thereafter, the wage specified in (x)(i) i.e.	1229.00	983.20	1234.70	987.80
(x) (b)			<b>Sewing Machinist including a button, buttonhole and hemming machinist:</b>				
			(i) Qualified:	1229.00	983.20	1234.70	987.80
			(ii) Learners:				
			first six months of experience	777.60	622.10	781.30	625.00
			second six months of experience	890.00	712.00	894.20	715.40
			third six months of experience	1002.90	802.30	1007.60	806.10
			Thereafter, the wage specified in (x)(i) i.e.	1229.00	983.20	1234.70	987.80
(xi)			<b>Driver of a Motor Vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—:</b>				
			(a) does not exceed 453,5 kg	1175.00	940.00	1180.40	944.30
			(b) exceeds 453,5 kg but not 2 721 kg	1387.30	1109.80	1393.50	1114.80
			(c) exceeds 2 721 kg but not 4 535 kg	1477.20	1181.80	1484.20	1187.40
			(d) exceeds 4 535 kg	1603.20	1282.60	1610.80	1288.60
(xii)			<b>Security Officer:</b>	1794.80	1435.80	1802.90	1442.30
(xiii)			<b>Watchman:</b>	1384.70	1107.80	1391.30	1113.00
(xiv)			<b>Employee not elsewhere specified:</b>				
			(i) Qualified:	1441.90	1153.50	1448.50	1158.80
			(ii) Learners:				
			first six months of experience	777.60	622.10	781.30	625.00
			second six months of experience	943.30	754.60	947.70	758.20
			third six months of experience	1109.70	887.80	1115.00	892.00
			next four months of experience	1275.50	1020.40	1281.50	1025.20
			Thereafter, the wage specified in (xiv)(i) i.e.	1441.90	1153.50	1448.50	1158.80

DESCRIPTION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
(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, Creeeler, Teamaker, Despatch Packer, Parcel Maker, General Worker and Floor Walker/Runner:			1173.60	938.90	1179.00	943.20
(xvi)	General Worker/Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker employed after 30-06-1987:			1010.10	808.10	1014.90	811.90
(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:						
	(i) Qualified:			1010.10	808.10	1014.90	811.90
	(ii) Learners:						
		first six months of experience		777.60	622.10	781.30	625.00
		second six months of experience		854.70	683.80	858.80	687.00
		third six months of experience		933.00	746.40	937.20	749.80
		Thereafter, the wage specified in (xvii) (i) i.e.		1010.10	808.10	1014.90	811.90
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.							

5. In clause 4, delete subclause 4(2).

6. In clause 4, renumber sub-clause (3) to read "(2)".
7. In clause 4, substitute the following new sub-clause (2), for the existing sub-clause (2):

**"(2) Incentivised Wage Rates**

The following incentivised wage rates provisions, applicable to new employees only:

Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

This means that:

**Employees employed before 1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.
- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

**Employees employed after 1 September 2016**

105 of 264

**CONTINUES ON PAGE 130 - PART 2**



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 10827

Regulasiekoerant

Vol. 635

18 May  
Mei 2018

No. 41633

**PART 2 OF 3**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5843



**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**



- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

Subject to the following provisions:

- 2.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.
- 2.2 The guaranteed wage rate as specified in sub-clause 2.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.
- 2.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council

for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 2.4 below.

- 2.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

- 2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.

- 2.6 The closed shop shall be applicable to all new employees.

- 2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.

- 2.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.
- 2.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 2.2.
- 2.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.
- 2.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.
- 2.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant

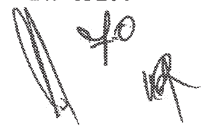
level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

2.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other forms of deadlock breaking mechanisms are agreed between the parties.

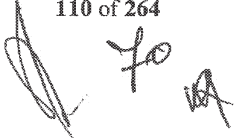
2.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 2.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.

2.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties.”

109 of 264

Handwritten signatures and initials in black ink, including a large stylized signature and several smaller initials.

8. In sub-clause 11(2)(a), substitute the new expression "up to a maximum of R2,64 per week " for the existing expression "up to a maximum of R2,45 per week".
9. In sub-clause 11(2)(b), substitute the new expression "up to a maximum of R2,85 per week " for the existing expression "up to a maximum of R2,65 per week".
10. In clause 13E(1), substitute the new expression, "40 cents" for the existing expression "37 cents".
11. In clause 13F(2), substitute the new expression, "60 cents" for the existing expression "56 cents".
12. In clause 17(1)(d), delete the following expression, ", but only after obtaining the necessary written authorisation".
13. In clause 19(4), substitute the new expression "R22,97 per employee per week" for the existing expression "R21,35".
14. In clause 19(5), substitute the new expression "R22,97" for the existing expression "R21,35".
15. In clause 20(2)(b), substitute the new expression "R7,18" for the existing expression "R6,67".
16. In clause 28, substitute the existing sub-clause 28(8), with the following new sub-clause 28(8):

110 of 264  




**“(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.
- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.
- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.

Handwritten signature and initials, possibly 'fo' and 'A', next to the page number.

- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
  - (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.
  - (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.
  - (9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement."
17. In clause 30(5), substitute the new expression "19 cents per week" for the existing expression "18 cents per week".
18. In clause 31(1), substitute the new expression "31 August 2018" for the existing expression "31 August 2017" and the new expression "1 September 2017" for the existing expression "1 September 2016".

19. In clause 33, delete sub-clause (2) and renumber subclause (3) to read "(2)".

20. Insert new clause 38:

**"38. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Contained in Annexure E."

21. Insert the following new Annexure E:

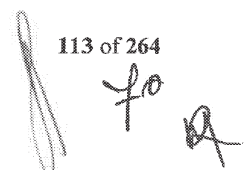
**"ANNEXURE E**

**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

**1. Introduction and Key Principles**


1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.

113 of 264  


- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness.
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.
- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.
- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

## 2. Employee Protection

- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.

114 of 264  
  

2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.

2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

### 3. Plant Level Incentive Schemes

3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.

3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.

3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.

115 of 264





3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.

3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

#### 4. Deadlock-Breaking Mechanism

4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.

4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.

4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.

4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the

116 of 264



leadership of the relevant employer and the trade union for their consideration.

4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.

4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.

4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.

## 5. Dispute Resolution

5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework

Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.

- 5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

## **6. Reporting and Administration**

- 6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.

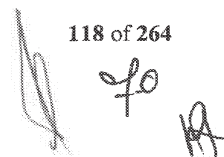
- 6.2 Such report shall cover at least the following matters:

- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements
- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

- 6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## **7. Qualification and Commencement of Plant Level Consultation**

118 of 264

Handwritten signatures and initials, including a large stylized signature, the number '70', and the letters 'RA'.

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first), and

For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union."

## 8. PART F (PROVISIONS FOR THE WESTERN CAPE REGION (CLOTHING))

1. In clause 1(2)(b), substitute the new expression "R118 194,00 per annum" for the existing expression "R109 848,00 per annum".
2. In clause 1(4), substitute the new Table of Contents, for the existing Table of Contents:

"

CLAU SE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS.....
4.	WAGES.....
5.	PAYMENT OF WAGES .....
6.	TIME RECORDS .....

119 of 264



7.	WAGE INCENTIVES, PIECE-WORK AND TASK-WORK.....
8.	PROPORTION OR RATIO OF EMPLOYEES .....
9.	ORDINARY HOURS OF WORK, MEAL INTERVALS AND REST INTERVALS .....
10.	OVERTIME.....
11.	PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS .....
12.	SHORT-TIME .....
13.	PROVISION OF TEA AND OTHER BEVERAGES .....
14.	CLOSED SHOP.....
15.	ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS .....
16.	ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION.....
17.	RECORD CARDS AND AGREEMENT .....
18.	TERMINATION OF EMPLOYMENT .....
19.	EXEMPTIONS .....
20.	SEATING ACCOMMODATION.....
21.	TOOLS AND MATERIALS.....
22.	EXPENSES OF THE COUNCIL AND REGIONAL CHAMBER .....
23.	TRADE UNION REPRESENTATIVES ON THE REGIONAL CHAMBER.....
24.	POWERS OF DESIGNATED AGENTS WHEN ATTEMPTING TO RESOLVE DISPUTES AND SECURE COMPLIANCE OF AND IN TERMS OF THIS PART OF THE AGREEMENT.....
25.	SUBCONTRACTING AND DISCLOSURE OF EMPLOYERS' PATTERNS ETC. ....
26.	CLOTHING INDUSTRY HEALTH CARE FUND .....
27.	TRADE UNION SUBSCRIPTIONS .....
28.	REGISTRATION OF EMPLOYERS .....
29.	WAGE GUARANTEE .....
30.	MATERNITY LEAVE .....
31.	NEGOTIATION OF PROCEDURES AT INDIVIDUAL ESTABLISHMENTS .....
32.	ACCESS.....
33.	SHOP STEWARDS .....
34.	RETRENCHMENT BENEFITS .....
35.	PATERNITY AND FAMILY RESPONSIBILITY LEAVE .....
36.	PROCEDURE TO ENFORCE COMPLIANCE WITH THIS PART OF THE AGREEMENT...
37.	DISPUTE PROCEDURE .....
38.	INDUSTRY PROTECTION FUND .....
39.	TRADE UNION CAPACITY BUILDING FUND .....
40.	COLLECTIVE BARGAINING/DISPUTE RESOLUTION LEVY .....
41.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION.....
42.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING .....
43.	EMPLOYMENT OF CERTAIN PERSONS PROHIBITED .....
44.	TRADE UNION AGENCY SHOP .....
45.	PRODUCTIVITY (Annexure B) .....
46.	HIV/AIDS (Annexure A) .....
47.	CONTRACT EMPLOYEES (Annexure D) .....
48.	WORKING IN ARRANGEMENTS.....



49.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES.....
50.	PROVIDENT FUND CONTRIBUTIONS.....
51.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (Annexure E).....

3. In clause 3, substitute the existing definition with the following new definition:

“**Level B Compliance**” means an employer who;

- (i) is paying between 80% and 100% of the gazette wage rates,
- (ii) has registered with the Council and has registered all permanent and contract employees with the Council,
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or
- (iv) has received exemption from any Collective Agreement to the extent of such exemption,
- (v) have entered into a Payment Plan and is conforming to the terms thereof,
- (vi) have applied for and has been approved by the Council as Level B complaint;”

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

“

121 of 264

DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
<b>Part A - Cutting Department</b>					
Head Cutter		2273.80	1811.00	2283.30	1818.50
Pattern Maker:					
(a)	Qualified	2273.80	1811.00	2283.30	1818.50
(b)	Learner				
	First year				
	First six months of experience	1273.86	1014.50	1278.36	1018.00
	Second six months of experience	1406.95	1120.50	1410.95	1123.50
	Second year				
	First six months of experience	1538.54	1225.00	1545.54	1231.00
	Second six months of experience	1679.67	1337.50	1688.17	1344.50
	Third year				
	First six months of experience	1832.34	1459.00	1839.84	1465.00
	Next four months of experience	1977.49	1575.00	1986.49	1582.00
	Thereafter, the wage specified in (a), i.e.	2273.80	1811.00	2283.30	1818.50
Pattern Grader					
(a)	Qualified	1834.35	1461.00	1841.35	1466.50
(b)	Learner				
	First year				
	First six months of experience	1197.02	953.00	1204.02	959.00
	Second six months of experience	1273.86	1014.50	1278.36	1018.00
	Second year				
	First six months of experience	1348.70	1074.00	1356.20	1080.00
	Second six months of experience	1445.12	1151.00	1451.62	1156.00
	Third year				
	First six months of experience	1538.54	1225.00	1545.54	1231.00
	Next four months of experience	1637.48	1304.00	1645.98	1311.00
	Thereafter, the wage specified in (a), i.e.	1834.35	1461.00	1841.35	1466.50
Cutter, lay-maker:					
(a)	Qualified	1770.07	1409.50	1776.07	1414.50
(b)	Learner				
	First year				
	First six months of experience	1074.48	855.50	1080.48	860.50
	Second six months of experience	1182.96	942.00	1187.96	946.00
	Second year				
	First six months of experience	1289.94	1027.00	1296.44	1032.50
	Second six months of	1410.98	1123.50	1419.98	1131.00

DESCRIPTION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
			experience				
			Third year				
			First four months of experience	1548.09	1233.00	1556.09	1239.00
			Thereafter, the wage specified in (a), i.e.	1770.07	1409.50	1776.07	1414.50
			Interlining cutter, trimmer, leather cutter and tie cutter				
	(a)		Qualified	1275.37	1015.50	1280.87	1020.00
	(b)		Learner				
			First year				
			First six months of experience	957.46	762.50	960.96	765.00
			Second six months of experience	1014.71	808.00	1018.71	811.00
			Second year				
			First six months of experience	1067.95	850.50	1072.95	854.50
			Second six months of experience	1124.20	895.00	1130.20	900.00
			Third year				
			First four months of experience	1179.94	939.50	1184.44	943.00
			Thereafter, the wage specified in (a), i.e.	1275.37	1015.50	1280.87	1020.00
	(c)		If advanced to learner cutter:				
			First six months from date of advancement	1381.84	1100.50	1388.84	1106.00
			Second six months from date of advancement	1548.09	1233.00	1556.09	1239.00
			Thereafter, the wage specified for a qualified cutter, i.e.	1770.07	1409.50	1776.07	1414.50
			Layer-up:				
	(a)		Qualified	1099.59	875.50	1103.59	879.00
	(b)		Learner				
			First year				
			First six months of experience	925.82	737.00	929.32	740.00
			Second six months of experience	957.46	762.50	960.96	765.00
			Second year				
			First six months of experience	1000.15	796.50	1005.15	800.50
			Thereafter, the wage specified in (a), i.e.	1099.59	875.50	1103.59	879.00
	(c)		If advanced to learner cutter:				
			First six months from date of advancement	1099.59	875.50	1103.59	879.00
			Second six months from date of advancement	1289.94	1027.00	1296.44	1032.50
			Third six months from date of	1410.98	1123.50	1419.98	1131.00



DESCRIPTION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
			advancement				
			Fourth six months from date of advancement	1548.09	1233.00	1556.09	1239.00
			Thereafter, the wage specified for a qualified cutter, i.e.	1770.07	1409.50	1776.07	1414.50
(d)			If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:				
			First six months from date of advancement	1099.59	875.50	1103.59	879.00
			Second six months from date of advancement	1179.94	939.50	1184.44	943.00
			Thereafter, the wage specified for a qualified interlining cutter, trimmer, leather cutter or tie cutter, i.e.	1275.37	1015.50	1280.87	1020.00
(e)			If advanced to fitter-up:				
			First six months from date of advancement	1099.59	875.50	1103.59	879.00
			Second six months from date of advancement	1139.76	907.50	1143.76	911.00
			Third six months from date of advancement	1197.02	953.00	1204.02	959.00
			Fourth six months from date of advancement	1275.37	1015.50	1280.87	1020.00
			Thereafter, the wage specified for fitter-up, i.e.	1406.95	1120.50	1410.95	1123.50
Clicker:							
(a)			Qualified	1315.55	1047.50	1321.55	1052.50
(b)			Learner				
			First year	986.09	785.00	990.59	789.00
			Second year	1124.20	895.00	1130.20	900.00
			Thereafter, the wage specified in (a) i.e.	1315.55	1047.50	1321.55	1052.50
Tracer:							
(a)			Qualified	1234.18	983.00	1238.68	986.50
(b)			Learner				
			First year				
			First six months of experience	986.09	785.00	990.59	789.00
			Second six months of experience	1055.40	840.50	1060.40	844.50
			Second year				
			First six months of experience	1116.67	889.00	1121.67	893.00
			Thereafter, the wage specified	1234.18	983.00	1238.68	986.50

DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
		in (a), i.e.				
<b>Part B - Factory Operatives</b>						
Clothing machine mechanic:						
(a)	Qualified		2273.80	1811.00	2283.30	1818.50
(b)	Learner					
	First year					
	First six months of experience		1273.86	1014.50	1278.36	1018.00
	Second six months of experience		1406.95	1120.50	1410.95	1123.50
	Second year					
	First six months of experience		1538.54	1225.00	1545.54	1231.00
	Second six months of experience		1679.67	1337.50	1688.17	1344.50
	Third year					
	First four months of experience		1832.34	1459.00	1839.84	1465.00
	Second four months of experience		1977.49	1575.00	1986.49	1582.00
	Thereafter, the wage specified in (a), i.e.		2273.80	1811.00	2283.30	1818.50
Clothing technician:						
(a)	Qualified		2273.80	1811.00	2283.30	1818.50
(b)	Learner					
	First year					
	First six months of experience		1273.86	1014.50	1278.36	1018.00
	Second six months of experience		1406.95	1120.50	1410.95	1123.50
	Second year					
	First six months of experience		1538.54	1225.00	1545.54	1231.00
	Second six months of experience		1679.67	1337.50	1688.17	1344.50
	Third year					
	First six months of experience		1832.34	1459.00	1839.84	1465.00
	Next four months of experience		1977.49	1575.00	1986.49	1582.00
	Thereafter, the wage specified in (a), i.e.		2273.80	1811.00	2283.30	1818.50
Grade A employee:						
(a)	Qualified		1406.95	1120.50	1410.95	1123.50
(b)	Learner					
	First year					
	First six months of experience		989.60	788.00	993.60	791.00
	Second six months of experience		1066.94	849.50	1070.94	853.00

125 of 264

fo

A



DESCRIPTION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employee s on Incentivis ed Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employee s NOT on the 0.5% Productivi ty Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employee s on Incentivise d Scheme Effective 1 September 2017 = 80%
				R	R	R	R
			Second year				
			First six months of experience	1139.76	907.50	1143.76	911.00
			Second six months of experience	1197.02	953.00	1204.02	959.00
			Third year				
			First four months of experience	1275.37	1015.50	1280.87	1020.00
			Thereafter, the wage specified in (a), i.e.	1406.95	1120.50	1410.95	1123.50
			Grade B employee:				
	(a)		Qualified	1202.04	957.00	1206.54	961.00
	(b)		Learner				
			First year				
			First six months of experience	974.53	776.00	980.03	780.50
			Second six months of experience	1026.26	817.00	1030.26	820.50
			Second year				
			First six months of experience	1077.99	858.50	1081.99	861.50
			Thereafter, the wage specified in (a), i.e.	1202.04	957.00	1206.54	961.00
	(c)		If advanced to Grade A employee:				
			First six months from date of advancement	1202.04	957.00	1206.54	961.00
			Second six months from date of advancement	1237.20	985.00	1242.70	989.50
			Third six months from date of advancement	1275.37	1015.50	1280.87	1020.00
			Thereafter, the wage specified for a qualified Grade A employee, i.e.	1406.95	1120.50	1410.95	1123.50
			Grade C employee:				
	(a)		Qualified	1066.94	849.50	1070.94	853.00
	(b)		Learner				
			First year				
			First six months of experience	955.45	761.00	959.95	764.50
			Second six months of experience	982.57	782.50	987.57	786.50
			Thereafter, the wage specified in (a), i.e.	1066.94	849.50	1070.94	853.00
	(c)		If advanced to Grade B employee:				
			First six months from date of advancement	1066.94	849.50	1070.94	853.00
			Second six months from date of advancement	1077.99	858.50	1081.99	861.50

DESCRIPTION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
			Thereafter, the wage specified for a qualified Grade B employee, i.e.	1202.04	957.00	1206.54	961.00
			Underpresser, blocker:				
	(a)		Qualified	1077.99	858.50	1081.99	861.50
	(b)		Learner				
			First year				
			First six months of experience	925.82	737.00	929.32	740.00
			Second six months of experience	957.46	762.50	960.96	765.00
			Second year				
			First six months of experience	1000.15	796.50	1005.15	800.50
			Thereafter, the wage specified in (a), i.e.	1077.99	858.50	1081.99	861.50
	(c)		If advanced to learner presser:				
			First six months from date of advancement	1077.99	858.50	1081.99	861.50
			Second six months from date of advancement	1275.37	1015.50	1280.87	1020.00
			Thereafter, the wage specified for a qualified Grade A employee, i.e.	1406.95	1120.50	1410.95	1123.50
			<b>Part C - Clerical employees</b>				
			Clerk				
	(a)		Qualified	1548.09	1233.00	1556.09	1239.00
	(b)		Learner				
			First year	1142.78	910.00	1146.78	913.00
			Second year	1242.22	989.00	1247.72	993.50
			Third year				
			First four months of experience	1357.23	1081.00	1363.23	1085.50
			Thereafter, the wage specified in (a), i.e.	1548.09	1233.00	1556.09	1239.00
			Factory Clerk				
	(a)		Qualified	1161.87	925.00	1168.37	930.50
	(b)		Learner				
			First year	925.82	737.00	929.32	740.00
			Second year	986.09	785.00	990.59	789.00
			Third year				
			First four months of experience	1066.94	849.50	1070.94	853.00
			Thereafter, the wage specified in (a), i.e.	1161.87	925.00	1168.37	930.50



DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
<b>Part D - General</b>					
	Boiler attendant	1103.11	878.50	1108.61	883.00
	Despatch packer	1139.76	907.50	1143.76	911.00
	General Worker	1066.94	849.50	1070.94	853.00
	Labourer	1077.99	858.50	1081.99	861.50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle -					
(a)	does not exceed 1 360 kg	1139.76	907.50	1143.76	911.00
(b)	exceeds 1 360 but not 2 720 kg	1182.96	942.00	1187.96	946.00
(c)	exceeds 2 720 kg	1348.70	1074.00	1356.20	1080.00
	Supervisor, quality controller and instructor	1445.12	1151.00	1451.62	1156.00
	Traveller's driver	1182.96	942.00	1187.96	946.00
Watchman or caretaker, whose ordinary hours of work are -					
(a)	less than 60 hours per week	1229.17	979.00	1235.17	983.50
(b)	60 hours per week	1289.94	1027.00	1296.44	1032.50
<b>NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.</b>					

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

DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
	Blocker				

DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
(a)	Qualified	1 117.00	893.50	1 121.50	897.00
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	862.50	690.00	866.00	693.00
	Second year				
	First six months of experience	944.00	755.00	949.50	759.50
	Second six months of experience	1 031.50	825.00	1 036.50	829.00
	Thereafter, the wage specified in (a), i.e.	1 117.00	893.50	1 121.50	897.00
Chopper-Out (Millinery)/Trimmer (Millinery)/Packer (Millinery):					
(a)	Qualified	922.00	737.50	926.50	741.00
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	803.00	642.50	807.50	646.00
	Second year				
	First six months of experience	831.00	665.00	835.00	668.00
	Second six months of experience	863.50	691.00	867.50	694.00
	Third year				
	First four months of experience	892.00	713.50	896.00	717.00
	Thereafter, the wage specified in (a), i.e.	922.00	737.50	926.50	741.00
Clerk					
(a)	Qualified	1 541.00	1 233.00	1 549.00	1 239.00
(b)	Learner				
	First year	1 137.50	910.00	1 141.50	913.00
	Second year	1 236.50	989.00	1 242.00	993.50
	Third year				
	First four months of experience	1 351.00	1 081.00	1 357.00	1 085.50
	Thereafter, the wage specified in (a), i.e.	1 541.00	1 233.00	1 549.00	1 239.00
General Worker (Millinery)		912.50	730.00	916.00	733.00
Grade 1 Employee (Millinery):					
(a)	Qualified	903.00	722.50	906.00	725.00
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	804.50	643.50	810.00	648.00
	Second year				
	First six months of experience	850.50	680.50	854.00	683.00
	Thereafter, the wage specified in (a), i.e.	903.00	722.50	906.00	725.00
Milliner:					
(a)	Qualified	976.00	781.00	981.00	785.00



DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	821.50	657.00	825.00	660.00
	Second year				
	First six months of experience	823.50	659.00	827.00	661.50
	Second six months of experience	862.00	689.50	865.50	692.50
	Third year				
	First six months of experience	900.50	720.50	903.50	723.00
	Next four months of experience	944.00	755.00	949.50	759.50
	Thereafter, the wage specified in (a) i.e.	976.00	781.00	981.00	785.00
Millinery Machinist:					
(a)	Qualified	986.00	789.00	991.00	793.00
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	842.50	674.00	847.00	677.50
	Second year				
	First six months of experience	893.00	714.50	898.00	718.50
	Thereafter, the wage specified in (a), i.e.	986.00	789.00	991.00	793.00
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)	does not exceed 2268 kg	1 170.50	936.50	1 177.00	941.50
(b)	exceeds 2268	1 237.00	989.50	1 243.00	994.50
Plain Sewer (Millinery):					
(a)	Qualified	922.00	737.50	926.50	741.00
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	813.50	651.00	819.00	655.00
	Second year				
	First six months of experience	866.50	693.00	870.00	696.00
	Thereafter, the wage specified in (a), i.e.	922.00	737.50	926.50	741.00
Supervisor (Millinery)		1 322.50	1 058.00	1 329.00	1 063.00
Watchman or Caretaker (Millinery)		1 334.00	1 067.00	1 339.50	1 071.50
<b>NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.</b>					

6. In clause 4, delete subclause 4(2).



7. In clause 4, renumber sub-clause (3) to read "(2)".
8. In clause 4, substitute the following new sub-clause (2), for the existing sub-clause (2):

**"(2) Incentivised Wage Rates**

The following incentivised wage rates provisions, applicable to new employees only:

Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

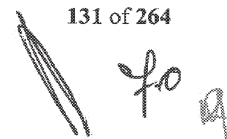
This means that:

**Employees employed before 1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.
- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

**Employees employed after 1 September 2016**

131 of 264



- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

Subject to the following provisions:

- 2.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.
- 2.2 The guaranteed wage rate as specified in sub-clause 2.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.
- 2.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council

132 of 264



for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 2.4 below.

- 2.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

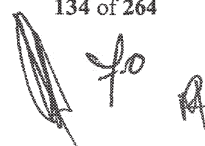
The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

- 2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.

- 2.6 The closed shop shall be applicable to all new employees.

- 2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.

- 2.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.
- 2.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 2.2.
- 2.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.
- 2.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.
- 2.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant

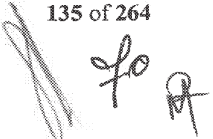
Handwritten signature and initials, possibly 'Jo' and 'A', in black ink.

level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

2.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other forms of deadlock breaking mechanisms are agreed between the parties.

2.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 2.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.

2.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties."

135 of 264  




9. In clause 4(7), substitute the existing expression for the following new expression:

"An employee who is **transferred** from one occupation to another for which wages are prescribed in this part of the Agreement, either with the same employer or if commencing service with another employer, shall be paid the wages prescribed in respect of the **experience** such an employee has had in the Industry, irrespective of the occupation in which such experience has been obtained, unless otherwise approved by the Regional Chamber."

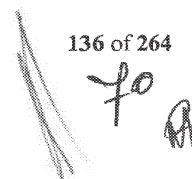
10. In clause 4(13) substitute the year "2017" for the year "2016".

11. In clause 4, renumber subclause (4),(5),(6),(7),(8),(9),(10),(11),(12),(13) and (14) to read "(3),(4),(5),(6),(7),(8),(9),(10),(11),(12) and (13)".

12. In clause 5 (1) and (2), substitute the existing subclause (1) for the new subclause (1) and (2):

"(1) Nothing in this part of the Agreement shall operate to **reduce the wage** which was being paid immediately prior to or at the date of the commencement of this part of the Agreement, whilst such employee is employed by the same employer.

(2) The provisions of this subclause shall also apply in the case of any employee whose services are **terminated** by such employer subsequent to



the date of commencement of this part of the Agreement and who is re-engaged by such employer.

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

13. In clause 5, renumber the existing subclauses "(2), (3), (4), (5), (6), (7), (8) and (9)" to read "(3), (4), (5), (6), (7), (8), (9) and (10)".
14. In clause 5(10), substitute the existing expression "(8)", for the following new expression "(9)".
15. In clause 11(2), delete subclause (2)(f).
16. In clause 11(3), substitute the existing subclause (3) with the following new subclause (3):

~~"(3) Sunday work:~~ No work shall be performed on a Sunday without the permission of the Regional Chamber and a twilight shift worker may not be required to work on a Sunday.

(a) Whenever an employee, other than a normal shift worker, is required or permitted to work on a Sunday, his employer shall:

- (i) Pay the employee if he so works, for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a weekday; or

137 of 264  
40 R

- (ii) Pay the employee if he so works for a period exceeding four hours, wages, at a rate of not less than double his ordinary rate of pay, in respect of the total period worked on such Sunday, or the wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; **or**"

17. In clause 15, substitute the existing clause 15, for the following new clause 15:

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

- (1) **Annual leave:** Subject to the provisions of subclause (7), every employee shall between 15 December of each year and 14 January of the following year be granted at least three consecutive weeks' and one working day's annual leave and shall, in respect of such leave, be paid as follows:
  - (a) in the case of an employee who on the latest day on which he can commence leave has completed at least one year's continuous employment with his employer:
    - (i) 15 ordinary working days at full wage;

(ii) Christmas Day, Day of Goodwill and New Year's Day as paid public holidays in accordance with clause 11 (4) of the Agreement;

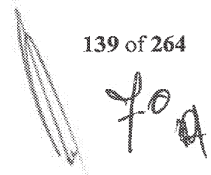
(iii) when Day of Reconciliation falls within the period of annual leave it shall in accordance with clause 11 (4) of the Agreement also be observed as a paid public holiday thus extending the annual leave period by one day;

no employee referred to in this subclause shall be paid less than three weeks' wages as annual leave pay.

(b) in the case of an employee who on the date of closing of the establishment for the specified annual leave period has not completed one year's continuous employment with his employer and whose employment has not been terminated:

(i) for each completed month of employment in that year an amount equal to one day's pay; plus

(ii) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period: Day of Reconciliation, Christmas Day, Day of Goodwill and New Year's Day, the amount set out in clause 11 (4) in respect of each such holiday.

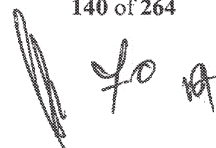


(2) **Pro-rata Annual leave payment:** Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:

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

(3) **Paid public holidays:**

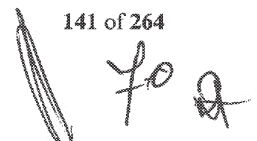
- (a) In addition to the paid public holidays normally falling within the period of annual leave, ~~i.e. Christmas Day, Day of Goodwill and New Year's Day~~, each employee shall be entitled to and be granted leave on full pay on Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day and Day of Reconciliation, subject to the provisions of clause 11 (4).
- (b) Where an employee's employment terminates immediately before any of the paid public holidays referred to in subclause (2) (a), he shall be





entitled to payment for such public holidays, provided they fall within an extended period.

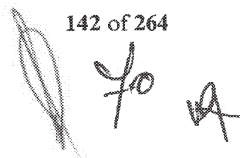
- (c) The extended period is calculated as one working day in respect of each completed month of employment (calculated from the day on which the employee last became entitled to leave or from date of engagement, whichever is the shorter period) shall be added to the date on which the employee's employment terminates
- (d) If any paid public holidays falls within such added period it shall be paid for provided that:
  - (i) where the employment of an employee is terminated by his employer at any time during December of any year for reasons other than dismissal without notice for any good cause recognised by law as sufficient, as referred to in clause 18(1)(a), such employee shall be paid in accordance with the rate determined in clause 11 (4) in respect of each of the public holidays referred to in subclause (1)(a) which falls after the date of termination of employment;
  - (ii) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of

141 of 264  


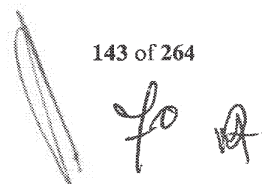
the paid public holidays mentioned in subclause (1) (a) unless such paid public holidays fall within an extended period calculated in the manner set out herein.

In the event of a paid holiday falling upon a Sunday, it shall be observed the following day.

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

142 of 264  


- (5) For the purposes of this clause, employment shall be deemed to commence from:
- (a) the date on which the employee entered the employer's service; or
  - (b) the date on which an employee who has, in accordance with the previous Agreement, been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement, whichever may be the later.
  - (c) Short-time shall not be deducted by an employer when computing the period of employment qualifying for annual leave in terms of subclause (1).
- (6) Where an employee has absented himself from work for any reason, other than that referred to in subclause (9), such period of absence shall not be considered as employment in terms of subclause (1).
- (7) **Deductions from leave pay:** Only deductions as contemplated in clause 5(4) (c) and (h) are allowed from the Annual leave payment due to an employee;
- (a) Deductions in respect of Provident Fund

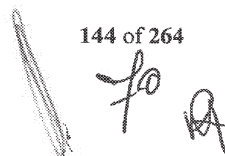


(8) **Annual leave at periods other than the specified leave period:** An employer may make mutual arrangements with his:

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

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

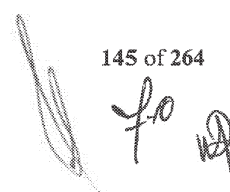
- ~~(b) employees engaged in making samples, to take not more than 10 days' annual leave at a period other than between 15 December and the ensuing 14 January, and in that event such employees shall be entitled to not less than two consecutive weeks' leave, or such lesser period of leave as might be due to the employees concerned, to be granted not later than within that period up to and including Good Friday of the Year immediately succeeding the year of employment to which it relates;~~



- (c) Provided that in the case of employees making samples, an employer shall be permitted to work 10 employees, or a minimum of 5 per cent of his labour force, whichever is the greater;
- (d) employees, by agreement, to allow for two consecutive weeks' leave, inclusive of public holidays, to be taken in the period December to January each year, with the balance to be taken before the end of June of the following year: Provided that the terms of any such agreement reached by an employer with his employees shall be referred to the Regional Chamber for record purposes.

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

- (a) Notice of termination of a contract of employment given by an employer shall -
  - (i) not be given during any period of leave to which the employee is entitled in terms of this part of the Agreement; and
  - (ii) not run concurrently with any period of leave to which the employee is entitled in terms of this part of the Agreement.
- (b) Nothing in this section affects the right –





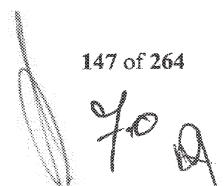
- (i) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Act, or any other law; and
  - (ii) of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law.
- (c) Payment instead of notice: Instead of giving an employee notice, an employer may pay the employee the remuneration the employee would have received, calculated in accordance with this part of the Agreement, if the employee had worked during the notice period.
- (10) **Any period** during which an employee:
- (a) is on leave in terms of subclause (1); or
  - (b) is absent on military service, not exceeding four months, undergone in that year; or
  - (c) is absent from work on the instructions or at the request of the employer; or
  - (d) is absent from work owing to illness or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period

commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth (if the child is stillborn or dies before the expiration of eight weeks after birth, shall be deemed to be employment for the purposes of subclauses (1) and (2): Provided that:

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

(11) **Advance notice of annual leave period:** At least one calendar month's notice of the actual date of the end of the year leave period shall be given by the employer by exhibition of an appropriate notice in the factory in a conspicuous place readily accessible to his employees.

147 of 264



(12) **Extension of annual leave period:** An employer shall not be entitled to extend the period of annual leave referred to in subclause (1) without the prior permission of the Regional Chamber which may impose such conditions as it may deem fit.

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

18. In clause 16(4), insert the following expression between "consecutive pay weeks" and "Provided that":

" , as well as absence without pay for three or more days in any pay week and transfers in occupation and wage of employees in respect of that week: ".

19. In sub-clause 22(2)(a), substitute the new expression "R2,66 per week." for the existing expression "an amount of R2,47 per week."

20. In sub-clause 22(2)(b), substitute the new expression "R4,26 per week" for the existing expression "R3,96 per week".

21. In clause 23, insert the following new subclause (3):

"(3) Payment of shop stewards for attending bargaining council or related meetings -

Any day or part thereof used for attending bargaining council or related meetings shall not be debited from normal shop stewards time off for trade union activities. Payment for such days or hours shall be the responsibility of the relevant regional chamber of the NBC."

22. In clause 24(4)(d), delete the following expression, ", but only after obtaining the necessary written authorisation".

23. In clause 25, substitute the existing expression for the following new expression,

**"25: SUBCONTRACTING AND DISCLOSURE OF EMPLOYERS' PATTERNS ETC".**

24. In clause 25, insert the following new subclause (6) and (7):

"(6) (a) No employer ("the subcontracting party") may subcontract any work that falls under the definition of "Clothing Industry" in clause 3 of this Agreement, to another person who is subject to this Agreement or any other Council agreement regulating terms and conditions of employment and/or benefits ("the subcontractor"), unless both the subcontracting party and the subcontractor are complying employers.

(b) Regardless of whether or not clause 25(6)(a) has been complied with, the subcontracting party and the subcontractor are jointly and severally



liable if the subcontractor, in respect of any of this employees, contravenes:

- (i) this Agreement or any other Council agreement regulating terms and conditions of employment and/or benefits;
- (ii) a binding arbitration award that regulated or relates to terms and conditions of employment;
- (iii) Or the Basic Conditions of Employment Act, No 75 of 1997, as amended from time to time.

(7) The parties shall enter into agreements with all Provincial and Local governments which shall have the effect that their sourcing from the Industry shall include a requirement to only source from companies which hold a valid Certificate of Compliance from the bargaining council."

25. In clause 26(3), substitute the existing expression for the following new expression **"One copy of this Collective Agreement, Clause 26 of which shall represent the Rules of the said Fund,"**.

26. In clause 26(4)(a), insert the following new expression:

"Group 5 In the case of an employee earning R2307,70 per week **in excess of the ceiling rate** specified in clause 1 (2) (b), but is **but continue to contribute to the fund:**

Without dependants: R74,17



With dependants: R92,30

Group 6 In the case of an employee earning R2307,70 per week **in excess of the ceiling rate** specified in clause 1 (2) (b), but is **Exempted Into** the fund:

Without dependants: R79,14

With dependants: R97,30"

27. In clause 26(4)(b), substitute the new expression "R11,04" for the existing expression "R10,26" in Group 1 and the new expression "R13,17" for the existing expression "R12,24" in Group 2 and the new expression "R14,37" for the existing expression "R13,35" in Group 3 and the new expression "R24,53" for the existing expression "R22,80" in Group 4, respectively.

28. In clause 26(4)(b), insert the following new expression:

"Group 5 In the case of a contributor earning R2307,70 per week **in excess of the ceiling rate** specified in clause 1 (2) (b), **but continue to contribute to the fund: R24,53;**

Group 6 In the case of an employee earning R2307,70 per week **in excess of the ceiling rate** specified in clause 1 (2) (b), **but is Exempted Into the fund: R24,53."**

151 of 264



29. In clause 26(13)(g)(vi)(aa) and (ab), delete the following wording "of the Fund".
30. In clause 26(13)(g)(vi)(ab), insert the following new expression "medical" before the expression "professional".
31. In clause 26(13)(g)(vi)(ab), delete the following wording:

"staff of the Fund. In such cases, the Medical Officer or other professional staff of the Fund shall endorse the certificate with the appropriate wording determined by the Management Committee of the Fund.

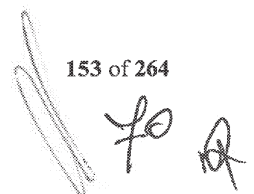
Provided further that a principal member parent who presents a certificate for a child which has been issued by a Public Funded Hospital shall be eligible for benefits under this arrangement only in instances where the Fund's own professional staff have confirmed the diagnosis and requirements in terms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

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

Provided also that employees in the Industry who fall within the jurisdiction of the Regional Chamber and who have been exempted from contributing to the Fund shall be entitled to attend a Health Care Fund facility of the Fund for purposes of obtaining the required certification in respect of an ill dependent child. Such an

arrangement however, shall, not entitle the employee or his dependents to any medical attention"

32. In clause 27(3), substitute the new expression "41 cents per week" for the existing expression "38 cents per week".
33. In clause 27(4), substitute the new expression "61 cents per week" for the existing expression "57 cents per week".
34. In clause 28(2)(f), substitute the existing expression for the following new expression "The notice of sequestration, winding up, transfer, abandonment, acquisition or commencement shall be by means of a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.".
35. In clause 33, substitute the existing subclause (4) and (5) with the following new subclauses:
  - "(4) In addition to the leave granted in (3) above, shop stewards shall be eligible for and have access to further paid leave to attend to trade union duties. This additional leave shall be calculated at six days per annum per shop steward and the head shop steward shall be eligible to an additional 1 (one) day paid time off.
  - (5) At each establishment, this additional leave shall be pooled and the shop stewards shall be entitled to use the additional leave so pooled to attend to

153 of 264  


trade union duties in any manner that the trade union deems fit. Provided, that in establishments employing five or fewer employees, the trade union shall give the employer ten days' written notice of the activity for which it seeks time off in terms of this clause."

36. In clause 35, substitute the existing subclause (2), with the following new subclauses:

"(2) Family Responsibility Leave

Is presently an allowance of 3 days on full pay per year, and if the employee does not utilize the family responsibility leave during any 1 year, then any part of the allowance remaining at the end of the year is forfeited and it not carried over to the next year.

- (a) Family responsibility leave is available only to employees who have been in employment with the same employer for longer than 4 months, and
  - (b) who work more than 4 days per week for that the employer.
- (3) Family responsibility leave may be used when the employee's child is born, when the employee's child is sick, or upon the death of the employee's souse or life partner, or the employee's parent, adoptive parent, grandparent, adopted child, grandchild or sibling.

- (4) An employee is entitled to take family responsibility leave as a ½ day, if that is all that is required. The employer is entitled to ask for proof of the event for which the family responsibility leave is sought, such as a medical certificate or death certificate. Family responsibility leave may not be claimed for any reason other than the reasons stated above."

37. In clause 37, substitute the existing sub-clause 37(8), with the following new sub-clause 37(8):

**"(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.
- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.

155 of 264





- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.
- (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.



(9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement."

38. In clause 38(5), substitute the new expression "27 cents per week" for the existing expression "25 cents per week".

39. In clause 39(3), substitute the new expression "48 cents per week" for the existing expression "45 cents per week".

40. In clause 40, substitute the existing expression "Cape Clothing Association" or "CCA" wherever it appears in clause 40, for the following new expression "South African Apparel Association" or "SAAA", wherever it appears in clause 40.

41. In clause 41(1), substitute the new expression "31 August 2018" for the existing expression "31 August 2017" and the new expression "1 September 2017" for the existing expression "1 September 2016".

42. In clause 44(3), substitute the existing subclause (3)(b) and (c), for the following new subclause (3)(b), (c) and (d):

"(b) pay such monies to the Regional Secretary of the Regional Chamber within fourteen days of month-end in which the deductions fall due in the form an manner specified by the Regional Chamber.

157 of 264



(c) The Regional Chamber shall forward the amounts to the Secretary of the union, together with such analyses of the amounts as are received from employers by not later than the end of the month in which the fees were received.

(d) deduct the agency fee from the wages of an employee without the employee's authorisation as provided for in section 25(4) of the Act."

43. In clause 45, delete sub-clause (2) and renumber subclause (3) to read "(2)".

44. Insert new clause 51:

**"51. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Contained in Annexure E."

45. Insert the following new Annexure E:

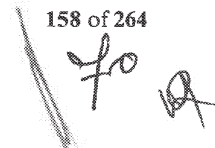
**"ANNEXURE E**

**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

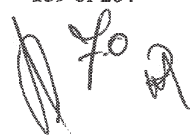
**1. Introduction and Key Principles**

158 of 264



- 1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.
- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness.
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.
- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.

159 of 264



- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

## **2. Employee Protection**

- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.
- 2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.
- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

## **3. Plant Level Incentive Schemes**

- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.





- 3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.
- 3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.
- 3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.
- 3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

#### **4. ~~Deadlock-Breaking Mechanism~~**

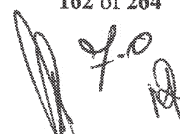
- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.

161 of 264



- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.
- 4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.
- 4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this

162 of 264



matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.

## 5. **Dispute Resolution**

5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.

5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

## 6. **Reporting and Administration**

6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.

6.2 Such report shall cover at least the following matters:

- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements

163 of 264



- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## 7. Qualification and Commencement of Plant Level Consultation

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first); and

For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union."

## 9. PART G (PROVISIONS FOR THE WESTERN CAPE REGION (COUNTRY AREAS))

1. In clause 1(2)(b), substitute the new expression "R89 442.00 per annum" for the existing expression "R83 124.00 per annum".
2. In clause 1(4), substitute the new Table of Contents, for the existing Table of Contents:

CLAUSE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS .....
4.	WAGES.....
5.	PAYMENT OF WAGES.....
6.	TIME RECORDS.....
7.	WAGE INCENTIVES, PIECE-WORK AND TASK-WORK .....
8.	PROPORTION OR RATIO OF EMPLOYEES .....
9.	ORDINARY HOURS OF WORK, MEAL INTERVALS AND REST INTERVALS .....
10.	OVERTIME .....
11.	PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS .....
12.	SHORT-TIME .....
13.	PROVISION OF TEA AND OTHER BEVERAGES .....
14.	CLOSED SHOP .....
15.	ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS .....
16.	ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION .....
17.	RECORD CARDS AND AGREEMENT .....
18.	TERMINATION OF EMPLOYMENT .....
19.	EXEMPTIONS.....
20.	SEATING ACCOMMODATION .....
21.	TOOLS AND MATERIALS .....
22.	EXPENSES OF THE COUNCIL AND REGIONAL CHAMBER .....
23.	TRADE UNION REPRESENTATIVES ON THE REGIONAL CHAMBER .....
24.	POWERS OF DESIGNATED AGENTS WHEN ATTEMPTING TO RESOLVE DISPUTES AND SECURE COMPLIANCE OF AND IN TERMS OF THIS PART OF THE AGREEMENT .....
25.	SUBCONTRACTING AND DISCLOSURE OF EMPLOYERS' PATTERNS ETC. ....
26.	CLOTHING INDUSTRY HEALTH CARE FUND .....
27.	TRADE UNION SUBSCRIPTIONS.....
28.	REGISTRATION OF EMPLOYERS.....
29.	WAGE GUARANTEE .....
30.	MATERNITY LEAVE .....



31.	NEGOTIATION OF PROCEDURES AT INDIVIDUAL ESTABLISHMENTS .....
32.	ACCESS .....
33.	SHOP STEWARDS .....
34.	RETRENCHMENT BENEFITS .....
35.	PATERNITY AND FAMILY RESPONSIBILITY LEAVE .....
36.	PROCEDURE TO ENFORCE COMPLIANCE WITH THIS PART OF THE AGREEMENT .....
37.	DISPUTE PROCEDURE .....
38.	INDUSTRY PROTECTION FUND .....
39.	TRADE UNION CAPACITY BUILDING FUND .....
40.	COLLECTIVE BARGAINING/DISPUTE RESOLUTION LEVY .....
41.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION .....
42.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING .....
43.	EMPLOYMENT OF CERTAIN PERSONS PROHIBITED .....
44.	TRADE UNION AGENCY SHOP .....
45.	PRODUCTIVITY (Annexure B) .....
46.	HIV/AIDS (Annexure A) .....
47.	CONTRACT EMPLOYEES (Annexure D) .....
48.	WORKING IN ARRANGEMENTS .....
49.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES .....
50.	PROVIDENT FUND CONTRIBUTIONS .....
51.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (Annexure E) .....

”

3. In clause 3, substitute the existing definition with the following new definition:

““Level B Compliance” means an employer who;

- (i) Is paying between 80% and 100% of the gazette wage rates,
- (ii) has registered with the Council and has registered all permanent and contract employees with the Council,
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or
- (iv) has received exemption from any Collective Agreement to the extent of such exemption,

166 of 264

- (v) have entered into a Payment Plan and is conforming to the terms thereof,
- (vi) have applied for and has been approved by the Council as Level B complaint;”

4. Subject to the provisions of this part of the Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

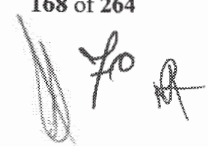
“

DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
<b>Part A - Cutting Department</b>					
	Head Cutter	1 712.50	1 370.00	1720.00	1376.00
	Pattern Maker:				
	(a) Qualified	1 712.50	1 370.00	1720.00	1376.00
	(b) Learner				
	First year				
	First six months of experience	1 031.00	825.00	1036.50	829.00
	Second six months of experience	1 120.50	896.50	1125.50	900.50
	Second year				
	First six months of experience	1 214.50	971.50	1220.00	976.00
	Second six months of experience	1 308.50	1 047.00	1313.50	1051.00
	Third year				
	First four months of experience	1 411.00	1 129.00	1416.00	1133.00
	Thereafter, the wage specified in (a), i.e.	1 712.50	1 370.00	1720.00	1376.00
	Pattern Grader				
	(a) Qualified	1 415.00	1 132.00	1421.00	1137.00
	(b) Learner				
	First year				
	First six months of experience	972.00	777.50	976.00	781.00
	Second six months of experience	1 031.00	825.00	1036.50	829.00
	Second year				
	First six months of experience	1 087.50	870.00	1092.00	873.50
	Second six months of experience	1 147.50	918.00	1153.00	922.50
	Third year				
	First six months of experience	1 214.50	971.50	1220.00	976.00

167 of 264



DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivise d Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivise d Scheme effective 1 September 2017 = 80%
		R	R	R	R
	Next four months of experience	1 280.00	1 024.00	1284.50	1027.50
	Thereafter, the wage specified in (a), i.e.	1 415.00	1 132.00	1421.00	1137.00
Cutter, lay-maker:					
(a)	Qualified	1 367.50	1 094.00	1374.50	1099.50
(b)	Learner				
	First year				
	First six months of experience	891.50	713.00	894.00	715.00
	Second six months of experience	968.00	774.50	972.00	777.50
	Second year				
	First six months of experience	1 046.00	837.00	1048.00	838.50
	Second six months of experience	1 127.00	901.50	1132.50	906.00
	Third year				
	First six months of experience	1 222.00	977.50	1226.50	981.00
	Next four months of experience	1 367.50	1 094.00	1374.50	1099.50
Interlining cutter, trimmer, leather cutter and tie cutter					
(a)	Qualified	1 036.00	829.00	1038.50	831.00
(b)	Learner				
	First year				
	First six months of experience	814.50	651.50	816.00	653.00
	Second six months of experience	850.50	680.50	852.50	682.00
	Second year				
	First six months of experience	889.00	711.00	892.50	714.00
	Second six months of experience	926.50	741.00	928.50	743.00
	Third year				
	First four months of experience	966.00	773.00	968.50	775.00
	Thereafter, the wage specified in (a) i.e.	1 036.00	829.00	1038.50	831.00
(c)	If advanced to learner cutter:				
	First six months from date of advancement	1 107.00	885.50	1111.50	889.00
	Second six months from date of advancement	1 222.00	977.50	1226.50	981.00
	Thereafter, the wage specified for a qualified cutter, i.e.	1 367.50	1 094.00	1374.50	1099.50
Layer-up:					
(a)	Qualified	908.50	727.00	911.00	729.00
	First year				
	First six months of experience	794.00	635.00	797.00	637.50
	Second six months of experience	814.50	651.50	816.00	653.00
	Second year				
	First six months of experience	841.50	673.00	843.50	675.00
	Thereafter, the wage specified in (a), i.e.	908.50	727.00	911.00	729.00
(b)	If advanced to learner cutter:				
	First six months from date of advancement	908.50	727.00	911.00	729.00
	Second six months from date of advancement	1 046.00	837.00	1048.00	838.50





DESCRIPTION			Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
			R	R	R	R
		Third six months from date of advancement	1 127.00	901.50	1132.50	906.00
		Fourth six months from date of advancement	1 222.00	977.50	1226.50	981.00
		Thereafter, the wage specified for a qualified cutter, i.e.	1 367.50	1 094.00	1374.50	1099.50
Clicker:						
	(a)	Qualified	1 063.00	850.50	1066.00	853.00
	(b)	Learner				
		First year of experience	833.50	667.00	835.00	668.00
		Second year of experience	926.50	741.00	928.50	743.00
		Thereafter, the wage specified in (a), i.e.	1 063.00	850.50	1066.00	853.00
Tracer:						
	(a)	Qualified	1 006.50	805.00	1009.50	807.50
	(b)	Learner				
		First year				
		First six months of experience	833.50	667.00	835.00	668.00
		Second six months of experience	879.00	703.00	882.00	705.50
		Second year				
		First six months of experience	921.50	737.00	926.50	741.00
		Thereafter, the wage specified in (a), i.e.	1 006.50	805.00	1009.50	807.50
Part B - Factory Operatives						
Clothing machine mechanic:						
	(a)	Qualified	1 712.50	1 370.00	1720.00	1376.00
	(b)	Learner				
		First year				
		First six months of experience	1 031.00	825.00	1036.50	829.00
		Second six months of experience	1 120.50	896.50	1125.50	900.50
		Second year				
		First six months of experience	1 214.50	971.50	1220.00	976.00
		Second six months of experience	1 308.50	1 047.00	1313.50	1051.00
		Third year				
		First six months of experience	1 411.00	1 129.00	1416.00	1133.00
		Next four months of experience	1 513.00	1 210.50	1518.00	1214.50
		Thereafter, the wage specified in (a), i.e.	1 712.50	1 370.00	1720.00	1376.00
Grade A employee:						
	(a)	Qualified	1 120.50	896.50	1125.50	900.50
	(b)	Learner				
		First year				
		First six months of experience	836.50	669.00	841.00	673.00
		Second six months of experience	887.50	710.00	891.50	713.00
		Second year				
		First six months of experience	934.00	747.00	937.00	749.50
		Second six months of experience	981.00	785.00	985.00	788.00



DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivise d Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivise d Scheme effective 1 September 2017 = 80%
		R	R	R	R
	Third year				
	First four months of experience	1 036.00	829.00	1038.50	831.00
	Thereafter, the wage specified in (a), i.e.	1 120.50	896.50	1125.50	900.50
	Grade B employee:				
(a)	Qualified	949.50	759.50	962.00	769.50
(b)	Learner				
	First year				
	First six months of experience	836.50	669.00	836.50	669.00
	Second six months of experience	864.00	691.00	866.50	693.00
	Second year				
	First six months of experience	891.00	713.00	896.00	717.00
	Thereafter, the wage specified in (a), i.e.	949.50	759.50	962.00	769.50
(c)	If advanced to Grade A employee:				
	First six months from date of advancement	949.50	759.50	962.00	769.50
	Second six months from date of advancement	956.00	765.00	968.00	774.50
	Third six months from date of advancement	997.50	798.00	1014.00	811.00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	1 110.50	888.50	1103.00	882.50
	Grade C employee:				
(a)	Qualified	887.50	710.00	891.50	713.00
(b)	Learner				
	First year				
	First six months of experience	811.50	649.00	813.50	651.00
	Second six months of experience	832.50	666.00	834.00	667.00
	Thereafter, the wage specified in (a), i.e.	887.50	710.00	891.50	713.00
(c)	If advanced to Grade B employee:				
	First six months from date of advancement	887.50	710.00	891.50	713.00
	Second six months from date of advancement	894.00	715.00	897.50	718.00
	Thereafter, the wage specified for a qualified Grade B employee, i.e.	972.00	777.50	976.00	781.00
	Underpresser, blocker:				
(a)	Qualified	894.00	715.00	897.50	718.00
(b)	Learner				
	First year				
	First six months of experience	794.00	635.00	797.00	637.50
	Second six months of experience	814.50	651.50	816.00	653.00
	Second year				
	First six months of experience	841.50	673.00	843.50	675.00
	Second six months of experience	894.00	715.00	897.50	718.00



DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
(c)	If advanced to learner presser:				
	First six months from date of advancement	894.00	715.00	897.50	718.00
	Second six months from date of advancement	1 036.00	829.00	1038.50	831.00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	1 120.50	896.50	1125.50	900.50
Part C - Clerical employees					
Clerk					
(a)	Qualified	1 222.00	977.50	1226.50	981.00
(b)	Learner				
	First year of experience	938.50	751.00	943.00	754.50
	Second year of experience	1 012.00	809.50	1017.50	814.00
	Third year				
	First six months of experience	1 089.00	871.00	1095.00	876.00
	Thereafter, the wage specified in (a), i.e.	1 222.00	977.50	1226.50	981.00
Factory Clerk					
(a)	Qualified	953.00	762.50	956.50	765.00
(b)	Learner				
	First year of experience	793.00	634.50	794.50	635.50
	Second year of experience	834.00	667.00	836.50	669.00
	Third year				
	First six months of experience	885.00	708.00	887.50	710.00
	Thereafter, the wage specified in (a), i.e.	953.00	762.50	956.50	765.00
Part D - General					
Boiler attendant		911.00	729.00	913.50	731.00
Despatch packer		935.50	748.50	938.50	751.00
General Worker		883.50	707.00	892.50	714.00
Labourer		894.00	715.00	897.50	718.00
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	972.50	778.00	976.50	781.00
(b)	2 720 kg and over	1 087.50	870.00	1092.00	873.50
Supervisor, quality controller and instructor		1 147.50	918.00	1153.00	922.50
Traveller's driver		972.50	778.00	976.50	781.00
Watchman or caretaker, whose ordinary hours of work are -					
(a)	less than 60 hours per week	1 002.50	802.00	1007.00	805.50
(b)	60 hours per week	1 046.00	837.00	1048.00	838.50

DESCRIPTION	Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
	R	R	R	R
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.				

5. In clause 4, delete subclause 4(2).
6. In clause 4, renumber sub-clause (3) to read "(2)".
7. In clause 4, substitute the following new sub-clause (2), for the existing sub-clause (2):

**"(2) Incentivised Wage Rates"**

The following incentivised wage rates provisions, applicable to new employees only:

Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

172 of 264

This means that:

**Employees employed before 1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.
- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

**Employees employed after 1 September 2016**

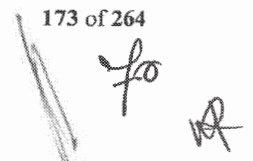
- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

Subject to the following provisions:

2.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.

2.2 The guaranteed wage rate as specified in sub-clause 2.1 above shall be supplemented with an incentivised wage component which shall

173 of 264

Handwritten signature and initials in black ink, located at the bottom right of the page.

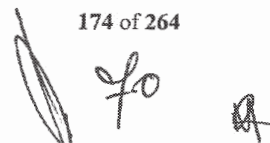
allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.

2.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 2.4 below.

2.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

174 of 264

Handwritten signatures and initials, including a large stylized 'L' and 'F', and a small 'a'.



2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.

2.6 The closed shop shall be applicable to all new employees.

2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.

2.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.

2.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 2.2.

~~2.10~~ Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.



2.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.

2.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

2.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other forms of deadlock breaking mechanisms are agreed between the parties.

2.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 2.13 above, new employees employed on the incentive

176 of 264  
70 R

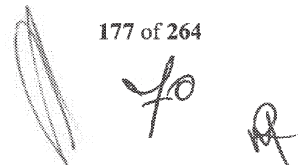
wage provisions should be paid 100% of the applicable agreement rate.

2.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties.”

8. In clause 4(7), substitute the existing expression for the following new expression:

“An employee who is **transferred** from one occupation to another for which wages are prescribed in this part of the Agreement, either with the same employer or if commencing service with another employer, shall be paid the wages prescribed in respect of the ~~experience~~ such an employee has had in the Industry, irrespective of the occupation in which such experience has been obtained, unless otherwise approved by the Regional Chamber.”

9. In clause 4(13) substitute the year “2017” for the year “2016”.
10. In clause 4, renumber subclause (4),(5),(6),(7),(8),(9),(10),(11),(12) and (13) to read “(3),(4),(5),(6),(7),(8),(9),(10),(11) and (12)”.

The block contains three handwritten marks: a large, stylized signature on the left, a smaller signature in the middle, and a set of initials on the right.

11. In clause 5 (1) and (2), substitute the existing subclause (1) for the new subclause (1) and (2):

"(1) Nothing in this part of the Agreement shall operate to **reduce the wage** which was being paid immediately prior to or at the date of the commencement of this part of the Agreement, whilst such employee is employed by the same employer.

- (2) The provisions of this subclause shall also apply in the case of any employee whose services are **terminated** by such employer subsequent to the date of commencement of this part of the Agreement and who is re-engaged by such employer.

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

12. In clause 5, renumber the existing subclauses "(2), (3), (4), (5), (6), (7), (8) and (9)" to read "(3), (4), (5), (6), (7), (8), (9) and (10)".
13. In clause 5(10), substitute the existing expression "(8)", for the following new expression "(9)".
14. In clause 11(2), delete subclause (2)(f).
15. In clause 11(3), substitute the existing subclause (3) with the following new subclause (3):

**“(3) Sunday work:** No work shall be performed on a Sunday without the permission of the Regional Chamber and a twilight shift worker may not be required to work on a Sunday.

(a) Whenever an employee, other than a normal shift worker, is required or permitted to work on a Sunday, his employer shall:

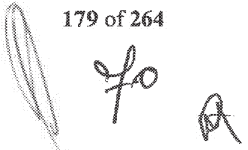
(ii) Pay the employee if he so works, for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a weekday; or

(ii) Pay the employee if he so works for a period exceeding four hours, wages, at a rate of not less than double his ordinary rate of pay, in respect of the total period worked on such Sunday, or the wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or”

16. In clause 15, substitute the existing clause 15, for the following new clause 15:

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

(1) **Annual leave:** Subject to the provisions of subclause (7), every employee shall between 15 December of each year and 14 January of the following year be granted at least three consecutive weeks' and one working day's annual leave and shall, in respect of such leave, be paid as follows:

179 of 264  


(a) in the case of an employee who on the latest day on which he can commence leave has completed at least one year's continuous employment with his employer:

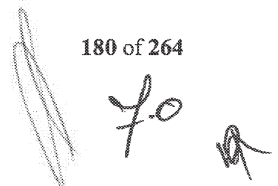
(i) 15 ordinary working days at full wage;

(ii) Christmas Day, Day of Goodwill and New Year's Day as paid public holidays in accordance with clause 11 (4) of the Agreement;

(iii) when Day of Reconciliation falls within the period of annual leave it shall in accordance with clause 11 (4) of the Agreement also be observed as a paid public holiday thus extending the annual leave period by one day;

~~no employee referred to in this subclause shall be paid less than three weeks' wages as annual leave pay.~~

(b) in the case of an employee who on the date of closing of the establishment for the specified annual leave period has not completed one year's continuous employment with his employer and whose employment has not been terminated:

180 of 264  




- (i) for each completed month of employment in that year an amount equal to one day's pay; plus
  - (ii) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period: Day of Reconciliation, Christmas Day, Day of Goodwill and New Year's Day, the amount set out in clause 11 (4) in respect of each such holiday.
- (2) **Pro-rata Annual leave payment:** Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:
  - (a) One day's pay in respect of each completed month of employment calculated from 15 December of the previous year or from the date of engagement, whichever is the shorter period:
  - (b) ~~An employer shall not set off against such days of paid leave any days of paid leave granted such employee in excess of the number of day's paid leave he was required to pay the employee in terms of this subclause.~~
- (3) **Paid public holidays:**
  - (a) In addition to the paid public holidays normally falling within the period of annual leave, i.e. Christmas Day, Day of Goodwill and New Year's

Day, each employee shall be entitled to and be granted leave on full pay on Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day and Day of Reconciliation, subject to the provisions of clause 11 (4).

- (b) Where an employee's employment terminates immediately before any of the paid public holidays referred to in subclause (2) (a), he shall be entitled to payment for such public holidays, provided they fall within an extended period.
- (c) The extended period is calculated as one working day in respect of each completed month of employment (calculated from the day on which the employee last became entitled to leave or from date of engagement, whichever is the shorter period) shall be added to the date on which the employee's employment terminates
- (d) If any paid public holidays falls within such added period it shall be paid for provided that:
  - (i) where the employment of an employee is terminated by his employer at any time during December of any year for reasons other than dismissal without notice for any good cause recognised by law as sufficient, as referred to in clause 18(1)(a), such employee shall be paid in accordance with the rate

182 of 264



determined in clause 11 (4) in respect of each of the public holidays referred to in subclause (1)(a) which falls after the date of termination of employment;

- (ii) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of the paid public holidays mentioned in subclause (1) (a) unless such paid public holidays fall within an extended period calculated in the manner set out herein.

In the event of a paid holiday falling upon a Sunday, it shall be observed the following day.

- (4) **Payment for leave:** The employer shall pay his employee to whom leave is granted in terms of subclause (1), his pay in respect of leave not later than the last working day before the commencement of the said period.

- (a) Any amount paid to an employee in terms of subclause (1) or (2) shall be calculated at the rate of pay which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be;



- (b) Whenever an employee is paid on a basis other than in accordance with the time actually worked by him, his ordinary rate of pay shall, for the purposes of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total wage during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such wage was paid.
- (5) For the purposes of this clause, employment shall be deemed to commence from:
- (a) the date on which the employee entered the employer's service; or
  - (b) the date on which an employee who has, in accordance with the previous Agreement, been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement, whichever may be the later.
  - (c) Short-time shall not be deducted by an employer when computing the period of employment qualifying for annual leave in terms of subclause (1).

(6) Where an employee has absented himself from work for any reason, other than that referred to in subclause (9), such period of absence shall not be considered as employment in terms of subclause (1).

(7) **Deductions from leave pay:** Only deductions as contemplated in clause 5(4) (c) and (h) are allowed from the Annual leave payment due to an employee;

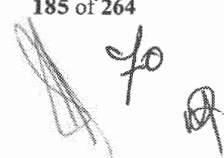
(a) Deductions in respect of Provident Fund

(8) **Annual leave at periods other than the specified leave period:** An employer may make mutual arrangements with his:

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

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

185 of 264





- (b) employees engaged in making samples, to take not more than 10 days' annual leave at a period other than between 15 December and the ensuing 14 January, and in that event such employees shall be entitled to not less than two consecutive weeks' leave, or such lesser period of leave as might be due to the employees concerned, to be granted not later than within that period up to and including Good Friday of the Year immediately succeeding the year of employment to which it relates;
  - (c) Provided that in the case of employees making samples, an employer shall be permitted to work 10 employees, or a minimum of 5 per cent of his labour force, whichever is the greater;
  - (d) employees, by agreement, to allow for two consecutive weeks' leave, inclusive of public holidays, to be taken in the period December to January each year, with the balance to be taken before the end of June of the following year: Provided that the terms of any such agreement reached by an employer with his employees shall be referred to the Regional Chamber for record purposes.
- (9) **Leave and notice not to be concurrent:**
- (a) Notice of termination of a contract of employment given by an employer shall -

- (1) not be given during any period of leave to which the employee is entitled in terms of this part of the Agreement; and
- (ii) not run concurrently with any period of leave to which the employee is entitled in terms of this part of the Agreement.

(b) Nothing in this section affects the right –

- (i) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Act, or any other law; and
- (ii) of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law.

(c) Payment instead of notice: Instead of giving an employee notice, an employer may pay the employee the remuneration the employee would have received, calculated in accordance with this part of the Agreement, if the employee had worked during the notice period.

(10) **Any period** during which an employee:

- (a) is on leave in terms of subclause (1); or

- (b) is absent on military service, not exceeding four months, undergone in that year; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth (if the child is stillborn or dies before the expiration of eight weeks after birth, shall be deemed to be employment for the purposes of subclauses (1) and (2): Provided that:
  - (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in proviso
  - (ii) fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that part of any total period of absence during any 12 months of employment which is in excess of 30 days;
  - (iii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such

employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in proviso (i).

(11) **Advance notice of annual leave period:** At least one calendar month's notice of the actual date of the end of the year leave period shall be given by the employer by exhibition of an appropriate notice in the factory in a conspicuous place readily accessible to his employees.

(12) **Extension of annual leave period:** An employer shall not be entitled to extend the period of annual leave referred to in subclause (1) without the prior permission of the Regional Chamber which may impose such conditions as it may deem fit.

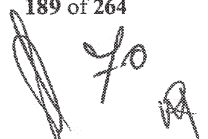
(13) This clause shall not apply to a casual employee.

17. In clause 16(4), insert the following expression between "consecutive pay weeks" and "Provided that":

" , as well as absence without pay for three or more days in any pay week and transfers in occupation and wage of employees in respect of that week:".

18. In sub-clause 22(2)(a), substitute the new expression "R2,76 per week." for the existing expression "an amount of R2,56 per week.".

189 of 264



19. In sub-clause 22(2)(b), substitute the new expression "R4,46 per week" for the existing expression "R4,14 per week".

20. In clause 23, insert the following new subclause (3):

"(3) Payment of shop stewards for attending bargaining council or related meetings -

Any day or part thereof used for attending bargaining council or related meetings shall not be debited from normal shop stewards time off for trade union activities. Payment for such days or hours shall be the responsibility of the relevant regional chamber of the NBC."

21. In clause 24(4)(d), delete the following expression, ", but only after obtaining the necessary written authorisation".

22. In clause 25, substitute the existing expression for the following new expression,

**"25: SUBCONTRACTING AND DISCLOSURE OF EMPLOYERS' PATTERNS ETC".**

23. In clause 25, insert the following new subclause (6) and (7):

"(6) (a) No employer ("the subcontracting party") may subcontract any work that falls under the definition of "Clothing Industry" in clause 3 of this

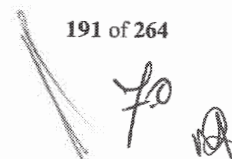


Agreement, to another person who is subject to this Agreement or any other Council agreement regulating terms and conditions of employment and/or benefits ("the subcontractor"), unless both the subcontracting party and the subcontractor are complying employers.

(b) Regardless of whether or not clause 25(6)(a) has been complied with, the subcontracting party and the subcontractor are jointly and severally liable if the subcontractor, in respect of any of this employees, contravenes:

- (i) this Agreement or any other Council agreement regulating terms and conditions of employment and/or benefits;
- (ii) a binding arbitration award that regulated or relates to terms and conditions of employment;
- (iii) Or the Basic Conditions of Employment Act, No 75 of 1997, as amended from time to time.

(7) The parties shall enter into agreements with all Provincial and Local governments which shall have the effect that their sourcing from the Industry shall include a requirement to only source from companies which hold a valid Certificate of Compliance from the bargaining council."



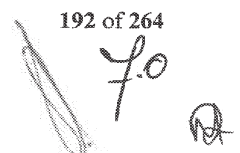
24. In clause 26(3), substitute the existing expression for the following new expression **“One copy of this Collective Agreement, Clause 26 of which shall represent the Rules of the said Fund,”**.
25. In clause 26(13)(g)(vi)(aa) and (ab), delete the following wording “of the Fund”.
26. In clause 26(13)(g)(vi)(ab), insert the following new expression “medical” before the expression “professional”.
27. In clause 26(13)(g)(vi)(ab), delete the following wording:

“staff of the Fund. In such cases, the Medical Officer or other professional staff of the Fund shall endorse the certificate with the appropriate wording determined by the Management Committee of the Fund.

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

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

Provided also that employees in the Industry who fall within the jurisdiction of the Regional Chamber and who have been exempted from contributing to the Fund

192 of 264  


shall be entitled to attend a Health Care Fund facility of the Fund for purposes of obtaining the required certification in respect of an ill dependent child. Such an arrangement however, shall, not entitle the employee or his dependents to any medical attention"

28. In clause 27(3), substitute the new expression "40 cents per week" for the existing expression "37 cents per week".
29. In clause 27(4), substitute the new expression "61 cents per week" for the existing expression "57 cents per week".
30. In clause 28(2)(f), substitute the existing expression for the following new expression "The notice of sequestration, winding up, transfer, abandonment, acquisition or commencement shall be by means of a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.".
31. In clause 33, substitute the existing subclause (4) and (5) with the following new subclauses:  
  
"(4) In addition to the leave granted in (3) above, shop stewards shall be eligible for and have access to further paid leave to attend to trade union duties. This additional leave shall be calculated at six days per annum per shop steward and the head shop steward shall be eligible to an additional 1 (one) day paid time off.

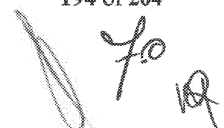
- (5) At each establishment, this additional leave shall be pooled and the shop stewards shall be entitled to use the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit. Provided, that in establishments employing five or fewer employees, the trade union shall give the employer ten days' written notice of the activity for which it seeks time off in terms of this clause."

32. In clause 35, substitute the existing subclause (2), with the following new subclauses:

"(2) Family Responsibility Leave

Is presently an allowance of 3 days on full pay per year, and if the employee does not utilize the family responsibility leave during any 1 year, then any part of the allowance remaining at the end of the year is forfeited and it not carried over to the next year.

- (a) Family responsibility leave is available only to employees who have been in employment with the same employer for longer than 4 months, and
- (b) who work more than 4 days per week for that the employer.
- (3) Family responsibility leave may be used when the employee's child is born, when the employee's child is sick, or upon the death of the employee's



souse or life partner, or the employee's parent, adoptive parent, grandparent, adopted child, grandchild or sibling.

- (4) An employee is entitled to take family responsibility leave as a ½ day, if that is all that is required. The employer is entitled to ask for proof of the event for which the family responsibility leave is sought, such as a medical certificate or death certificate. Family responsibility leave may not be claimed for any reason other than the reasons stated above."
33. In clause 37, substitute the existing sub-clause 37(8), with the following new sub-clause 37(8):

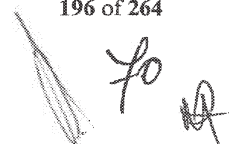
**"(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.
- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written

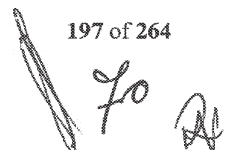


time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.

- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) ~~The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.~~
- (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.

Handwritten signatures and initials, including a large stylized 'F' and other illegible marks.

- (9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement."
34. In clause 38(5), substitute the new expression "27 cents per week" for the existing expression "25 cents per week".
35. In clause 39(3), substitute the new expression "53 cents per week" for the existing expression "49 cents per week".
36. In clause 40, substitute the existing expression "Cape Clothing Association" or "CCA" wherever it appears in clause 40, for the following new expression "South African Apparel Association" or "SAAA", wherever it appears in clause 40.
37. In clause 41(1), substitute the new expression "31 August 2018" for the existing expression "31 August 2017" and the new expression "1 September 2017" for the existing expression "1 September 2016".
38. In clause 44(3), substitute the existing subclause (3)(b) and (c), for the following new subclause (3)(b), (c) and (d):
- "(b) pay such monies to the Regional Secretary of the Regional Chamber within fourteen days of month-end in which the deductions fall due in the form and manner specified by the Regional Chamber.



- (c) The Regional Chamber shall forward the amounts to the Secretary of the union, together with such analyses of the amounts as are received from employers by not later than the end of the month in which the fees were received.
- (d) deduct the agency fee from the wages of an employee without the employee's authorisation as provided for in section 25(4) of the Act."
39. In clause 45, delete sub-clause (2) and renumber subclause (3) to read "(2)".
40. Insert new clause 51:

**"51. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Contained in Annexure E."

41. Insert the following new Annexure E:

**"ANNEXURE E**

**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

## 1. Introduction and Key Principles

- 1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.
- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness.
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.
- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.



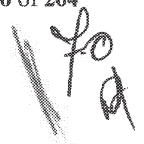
- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

## **2. Employee Protection**

- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.
- 2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.
- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

## **3. Plant Level Incentive Schemes**

- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.

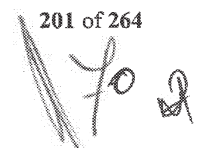




- 3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.
- 3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.
- 3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.
- 3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

#### **4. Deadlock-Breaking Mechanism**

- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.

201 of 264  


- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.
- 4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.
- 4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this

matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.

## 5. Dispute Resolution

5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.

5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

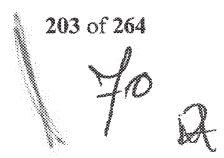
## 6. Reporting and Administration

6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.

6.2 Such report shall cover at least the following matters:

- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements

203 of 264



- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

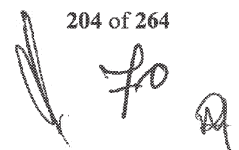
6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## 7. Qualification and Commencement of Plant Level Consultation

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first), and

For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union."

204 of 264  


**10. PART H (PROVISIONS FOR THE WESTERN CAPE REGION (KNITTING))**

1. In clause 1(4), substitute the new Table of Contents, for the existing Table of Contents:

CLAUSE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS .....
4.	WAGES .....
5.	PAYMENT OF WAGES.....
6.	TIME RECORDS.....
7.	WAGE INCENTIVES, PIECE-WORK AND TASK-WORK .....
8.	PROPORTION OR RATIO OF EMPLOYEES .....
9.	ORDINARY HOURS OF WORK, MEAL INTERVALS AND REST INTERVALS .....
10.	OVERTIME .....
11.	PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS .....
12.	SHORT-TIME.....
13.	PROVISION OF TEA AND OTHER BEVERAGES.....
14.	CLOSED SHOP .....
15.	ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.....
16.	ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION .....
17.	RECORD CARDS AND AGREEMENT .....
18.	TERMINATION OF EMPLOYMENT .....
19.	EXEMPTIONS .....
20.	SEATING ACCOMMODATION .....
21.	TOOLS AND MATERIALS .....
22.	EXPENSES OF THE COUNCIL AND REGIONAL CHAMBER.....
23.	TRADE UNION REPRESENTATIVES ON THE REGIONAL CHAMBER .....
24.	POWERS OF DESIGNATED AGENTS WHEN ATTEMPTING TO RESOLVE DISPUTES AND SECURE COMPLIANCE OF AND IN TERMS OF THIS PART OF THE AGREEMENT .....
25.	SUBCONTRACTING AND DISCLOSURE OF EMPLOYERS' PATTERNS ETC.....
26.	CLOTHING INDUSTRY HEALTH CARE FUND .....
27.	TRADE UNION SUBSCRIPTIONS .....
28.	REGISTRATION OF EMPLOYERS .....
29.	WAGE GUARANTEE .....
30.	MATERNITY LEAVE .....
31.	NEGOTIATION OF PROCEDURES AT INDIVIDUAL ESTABLISHMENTS.....
32.	ACCESS .....



33.	SHOP STEWARDS.....
34.	RETRENCHMENT BENEFITS.....
35.	PATERNITY AND FAMILY RESPONSIBILITY LEAVE .....
36.	PROCEDURE TO ENFORCE COMPLIANCE WITH THIS PART OF THE AGREEMENT ..
37.	DISPUTE PROCEDURE .....
38.	INDUSTRY PROTECTION FUND.....
39.	TRADE UNION CAPACITY BUILDING FUND .....
40.	COLLECTIVE BARGAINING/DISPUTE RESOLUTION LEVY .....
41.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION .....
42.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING.....
43.	EMPLOYMENT OF CERTAIN PERSONS PROHIBITED .....
44.	TRADE UNION AGENCY SHOP .....
45.	PRODUCTIVITY (Annexure B).....
46.	HIV/AIDS (Annexure A).....
47.	CONTRACT EMPLOYEES (Annexure D) .....
48.	WORKING IN ARRANGEMENTS .....
49.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES .....
50.	PROVIDENT FUND CONTRIBUTIONS .....
51.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (Annexure E) .....

7

2. In clause 3, substitute the existing definition with the following new definition:

“**Level B Compliance**” means an employer who;

- (i) Is paying between 80% and 100% of the gazette wage rates,
- (ii) has registered with the Council and has registered all permanent and contract employees with the Council,
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or
- (iv) has received exemption from any Collective Agreement to the extent of such exemption,
- (v) have entered into a Payment Plan and is conforming to the terms thereof,

206 of 264  


(vi) have applied for and has been approved by the Council as Level B complaint;"

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

DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
<b>Part A - Cutting Department</b>					
Pattern Maker:					
(a)	Qualified	2 263.50	1 811.00	2 273.00	1 818.50
(b)	Learner				
	First year				
	First six months of experience	1 268.00	1 014.50	1 272.50	1 018.00
	Second six months of experience	1 400.50	1 120.50	1 404.50	1 123.50
	Second year				
	First six months of experience	1 531.50	1 225.00	1 538.50	1 231.00
	Second six months of experience	1 672.00	1 337.50	1 680.50	1 344.50
	Third year				
	First six months of experience	1 824.00	1 459.00	1 831.50	1 465.00
	Next four months of experience	1 968.50	1 575.00	1 977.50	1 582.00
	Thereafter, the wage specified in (a), i.e.	2 263.50	1 811.00	2 273.00	1 818.50
Pattern Grader					
(a)	Qualified	1 826.00	1 461.00	1 833.00	1 466.50
(b)	Learner				
	First year				
	First six months of experience	1 191.50	953.00	1 198.50	959.00
	Second six months of experience	1 268.00	1 014.50	1 272.50	1 018.00
	Second year				
	First six months of experience	1 342.50	1 074.00	1 350.00	1 080.00
	Second six months of experience	1 438.50	1 151.00	1 445.00	1 156.00
	Third year				
	First six months of experience	1 531.50	1 225.00	1 538.50	1 231.00
	Next four months of experience	1 630.00	1 304.00	1 638.50	1 311.00
	Thereafter, the wage specified in (a), i.e.	1 826.00	1 461.00	1 833.00	1 466.50
Football Jersey Cutter					
(a)	Qualified	1 269.50	1 015.50	1 275.00	1 020.00
(b)	Learner				
	First year				
	First six months of experience	953.00	762.50	956.50	765.00

207 of 264



DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
	Second six months of experience	1 010.00	808.00	1014.00	811.00
	Second year				
	First six months of experience	1 063.00	850.50	1068.00	854.50
	Second six months of experience	1 119.00	895.00	1125.00	900.00
	Third year				
	First four months of experience	1 174.50	939.50	1179.00	943.00
	Thereafter, the wage specified in (a), i.e.	1 269.50	1 015.50	1275.00	1020.00
	Layer-up				
(a)	Qualified	1 094.50	875.50	1098.50	879.00
(b)	Learner				
	First year				
	First six months of experience	921.50	737.00	925.00	740.00
	Second six months of experience	953.00	762.50	956.50	765.00
	Second year				
	First six months of experience	995.50	796.50	1000.50	800.50
	Thereafter, the wage specified in (a), i.e.	1 094.50	875.50	1098.50	879.00
	<b>Part B - Factory Operatives</b>				
	Grade A employee:				
(a)	Qualified	1 400.50	1 120.50	1404.50	1123.50
(b)	Learner				
	First year				
	First six months of experience	985.00	788.00	989.00	791.00
	Second six months of experience	1 062.00	849.50	1066.00	853.00
	Second year				
	First six months of experience	1 134.50	907.50	1138.50	911.00
	Second six months of experience	1 191.50	953.00	1198.50	959.00
	Third year				
	First four months of experience	1 269.50	1 015.50	1275.00	1020.00
	Thereafter, the wage specified in (a), i.e.	1 400.50	1 120.50	1404.50	1123.50
	Grade B employee:				
(a)	Qualified	1 196.50	957.00	1201.00	961.00
(b)	Learner				
	First year				
	First six months of experience	970.00	776.00	975.50	780.50
	Second six months of experience	1 021.50	817.00	1025.50	820.50
	Second year				
	First six months of experience	1 073.00	858.50	1077.00	861.50
	Thereafter, the wage specified in (a), i.e.	1 196.50	957.00	1201.00	961.00
(c)	If advanced to Grade A employee:				
	First six months from date of advancement	1 196.50	957.00	1201.00	961.00
	Second six months from date of advancement	1 231.50	985.00	1237.00	989.50
	Third six months from date of advancement	1 269.50	1 015.50	1275.00	1020.00

DESCRIPTION			Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
			R	R	R	R
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	1 400.50	1 120.50	1404.50	1123.50
		Grade C employee:				
	(a)	Qualified	1 062.00	849.50	1066.00	853.00
	(b)	Learner				
		First year				
		First six months of experience	951.00	761.00	955.50	764.50
		Second six months of experience	978.00	782.50	983.00	786.50
		Thereafter, the wage specified in (a), i.e.	1 062.00	849.50	1066.00	853.00
	(c)	If advanced to Grade B employee:				
		First six months from date of advancement	1 062.00	849.50	1066.00	853.00
		Next six months from date of advancement	1 073.00	858.50	1077.00	861.50
		Thereafter, the wage specified for a qualified Grade B employee, i.e.	1 196.50	957.00	1201.00	961.00
		<b>Part C - Clerical employees</b>				
		Clerk				
	(a)	Qualified	1 541.00	1 233.00	1549.00	1239.00
	(b)	Learner				
		First year	1 137.50	910.00	1141.50	913.00
		Second year	1 236.50	989.00	1242.00	993.50
		Third year				
		First four months of experience	1 351.00	1 081.00	1357.00	1085.50
		Thereafter, the wage specified in (a), i.e.	1 541.00	1 233.00	1549.00	1239.00
		Factory Clerk				
	(a)	Qualified	1 156.50	925.00	1163.00	930.50
	(b)	Learner				
		First year	921.50	737.00	925.00	740.00
		Second year	981.50	785.00	986.00	789.00
		Third year				
		First four months of experience	1 062.00	849.50	1066.00	853.00
		Thereafter, the wage specified in (a), i.e.	1 156.50	925.00	1163.00	930.50
		<b>Part D - General</b>				
		Boiler attendant	1 098.00	878.50	1103.50	883.00
		Despatch packer	1 134.50	907.50	1138.50	911.00
		General Worker	1 062.00	849.50	1066.00	853.00
		Labourer	1 073.00	858.50	1077.00	861.50
		Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle -				
	(a)	does not exceed 1 360 kg	1 134.50	907.50	1138.50	911.00
	(b)	exceeds 1 360 but not 2 720 kg	1 177.50	942.00	1182.50	946.00
	(c)	exceeds 2 720 kg	1 342.50	1 074.00	1350.00	1080.00



DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
	Supervisor, quality controller and instructor	1 438.50	1 151.00	1445.00	1156.00
	Traveller's driver	1 177.50	942.00	1182.50	946.00
Watchman or caretaker, whose ordinary hours of work are -					
(a)	less than 60 hours per week	1 223.50	979.00	1229.50	983.50
(b)	60 hours per week	1 284.00	1 027.00	1290.50	1032.50
<b>NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.</b>					

4. In clause 4, delete subclause 4(2).
5. In clause 4, renumber sub-clause (3) to read "(2)".
6. In clause 4, substitute the following new sub-clause (2), for the existing sub-clause (2)

#### **"(2) Incentivised Wage Rates**

The following incentivised wage rates provisions, applicable to new employees only:



Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

This means that:

**Employees employed before 1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.
- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

**Employees employed after 1 September 2016**

- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

Subject to the following provisions:

2.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the

industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.

2.2 The guaranteed wage rate as specified in sub-clause 2.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.

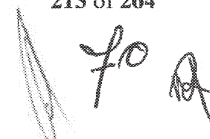
2.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 2.4 below.

2.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

- 2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.
- 2.6 The closed shop shall be applicable to all new employees.
- 2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.
- 2.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.
- 2.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 2.2.
- 2.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and

213 of 264


Handwritten signature and initials, possibly 'fo' and 'A', in black ink.

subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.

2.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.

2.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

2.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other

Handwritten signature and initials in black ink, appearing to be 'Fio' and 'A'.

forms of deadlock breaking mechanisms are agreed between the parties.

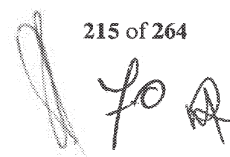
2.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 2.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.

2.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties.”

8. In clause 4(7), substitute the existing expression for the following new expression:

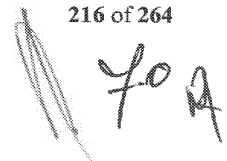
“An employee who is **transferred** from one occupation to another for which wages are prescribed in this part of the Agreement, either with the same employer or if commencing service with another employer, shall be paid the wages prescribed in respect of the **experience** such an employee has had in the Industry, irrespective of the occupation in which such experience has been obtained, unless otherwise approved by the Regional Chamber.”

215 of 264





9. In clause 4(13) substitute the year "2017" for the year "2016".
10. In clause 4, renumber subclause (4),(5),(6),(7),(8),(9),(10),(11),(12),(13) and (14) to read "(3),(4),(5),(6),(7),(8),(9),(10),(11),(12) and (13)".
11. In clause 5 (1) and (2), substitute the existing subclause (1) for the new subclause (1) and (2):
- "(1) Nothing in this part of the Agreement shall operate to **reduce the wage** which was being paid immediately prior to or at the date of the commencement of this part of the Agreement, whilst such employee is employed by the same employer.
- (2) The provisions of this subclause shall also apply in the case of any employee whose services are **terminated** by such employer subsequent to the date of commencement of this part of the Agreement and who is re-engaged by such employer.
- For the purposes hereof, 'Agreement' shall include any amendment thereto."
12. In clause 5, renumber the existing subclauses "(2), (3), (4), (5), (6), (7), (8) and (9)" to read "(3), (4), (5), (6), (7), (8), (9) and (10)".
13. In clause 5(10), substitute the existing expression "(8)", for the following new expression "(9)".



14. In clause 11(2), delete subclause (2)(f).
15. In clause 11(3), substitute the existing subclause (3) with the following new subclause (3):

**“(3) Sunday work:** No work shall be performed on a Sunday without the permission of the Regional Chamber and a twilight shift worker may not be required to work on a Sunday.

(a) Whenever an employee, other than a normal shift worker, is required or permitted to work on a Sunday, his employer shall:

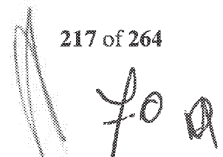
(i) Pay the employee if he so works, for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a weekday; or

(ii) Pay the employee if he so works for a period exceeding four hours, wages, at a rate of not less than double his ordinary rate of pay, in respect of the total period worked on such Sunday, or the wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; **or**”

16. In clause 15, substitute the existing clause 15, for the following new clause 15:

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

217 of 264



(1) **Annual leave:** Subject to the provisions of subclause (7), every employee shall between 15 December of each year and 14 January of the following year be granted at least three consecutive weeks' and one working day's annual leave and shall, in respect of such leave, be paid as follows:

(a) in the case of an employee who on the latest day on which he can commence leave has completed at least one year's continuous employment with his employer:

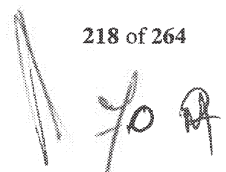
(i) 15 ordinary working days at full wage;

(ii) Christmas Day, Day of Goodwill and New Year's Day as paid public holidays in accordance with clause 11 (4) of the Agreement;

(iii) when Day of Reconciliation falls within the period of annual leave it shall in accordance with clause 11 (4) of the Agreement also be observed as a paid public holiday thus extending the annual leave period by one day;

no employee referred to in this subclause shall be paid less than three weeks' wages as annual leave pay.

(b) in the case of an employee who on the date of closing of the establishment for the specified annual leave period has not completed



one year's continuous employment with his employer and whose employment has not been terminated:

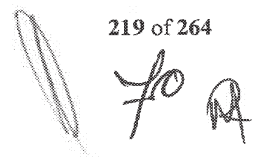
- (i) for each completed month of employment in that year an amount equal to one day's pay; plus
- (ii) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period: Day of Reconciliation, Christmas Day, Day of Goodwill and New Year's Day, the amount set out in clause 11 (4) in respect of each such holiday.

(2) **Pro-rata Annual leave payment:** Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:

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

(3) **Paid public holidays:**

219 of 264



- (a) In addition to the paid public holidays normally falling within the period of annual leave, i.e. Christmas Day, Day of Goodwill and New Year's Day, each employee shall be entitled to and be granted leave on full pay on Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day and Day of Reconciliation, subject to the provisions of clause 11 (4).
- (b) Where an employee's employment terminates immediately before any of the paid public holidays referred to in subclause (2) (a), he shall be entitled to payment for such public holidays, provided they fall within an extended period.
- (c) The extended period is calculated as one working day in respect of each completed month of employment (calculated from the day on ~~which the employee last became entitled to leave~~ or from date of engagement, whichever is the shorter period) shall be added to the date on which the employee's employment terminates
- (d) If any paid public holidays falls within such added period it shall be paid for provided that:
  - (i) where the employment of an employee is terminated by his employer at any time during December of any year for reasons



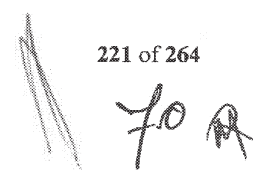
other than dismissal without notice for any good cause recognised by law as sufficient, as referred to in clause 18(1)(a), such employee shall be paid in accordance with the rate determined in clause 11 (4) in respect of each of the public holidays referred to in subclause (1)(a) which falls after the date of termination of employment;

- (ii) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of the paid public holidays mentioned in subclause (1) (a) unless such paid public holidays fall within an extended period calculated in the manner set out herein.

In the event of a paid holiday falling upon a Sunday, it shall be observed the following day.


- (4) **Payment for leave:** The employer shall pay his employee to whom leave is granted in terms of subclause (1), his pay in respect of leave not later than the last working day before the commencement of the said period.

- (a) Any amount paid to an employee in terms of subclause (1) or (2) shall be calculated at the rate of pay which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be;



- (b) Whenever an employee is paid on a basis other than in accordance with the time actually worked by him, his ordinary rate of pay shall, for the purposes of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total wage during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such wage was paid.
- (5) For the purposes of this clause, employment shall be deemed to commence from:
- (a) the date on which the employee entered the employer's service; or
- (b) the date on which an employee who has, in accordance with the ~~previous Agreement, been granted leave of absence on full pay,~~ became entitled to such leave in terms of such Agreement, whichever may be the later.
- (c) Short-time shall not be deducted by an employer when computing the period of employment qualifying for annual leave in terms of subclause (1).

- (6) Where an employee has absented himself from work for any reason, other than that referred to in subclause (9), such period of absence shall not be considered as employment in terms of subclause (1).
- (7) **Deductions from leave pay:** Only deductions as contemplated in clause 5(4) (c) and (h) are allowed from the Annual leave payment due to an employee;
- (a) Deductions in respect of Provident Fund
- (8) **Annual leave at periods other than the specified leave period:** An employer may make mutual arrangements with his:
- (a) clerks, factory shop assistants, maintenance staff and watchmen or caretakers to take their annual leave at a period other than between 15 December and the ensuing 14 January, and in that event such employees shall be entitled to not less than three consecutive weeks' leave to be granted not later than within that period up to and including Good Friday of the year immediately succeeding the year of employment to which it relates;
- ('Maintenance staff' means employees who are engaged in making repairs or adjustments to machinery or equipment, including the installation of such machinery or equipment, and who may effect cleaning, repairs or renovations to buildings, fixtures and fittings.);

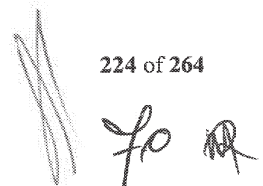
 70 12

- (b) employees engaged in making samples, to take not more than 10 days' annual leave at a period other than between 15 December and the ensuing 14 January, and in that event such employees shall be entitled to not less than two consecutive weeks' leave, or such lesser period of leave as might be due to the employees concerned, to be granted not later than within that period up to and including Good Friday of the Year immediately succeeding the year of employment to which it relates;
- (c) Provided that in the case of employees making samples, an employer shall be permitted to work 10 employees, or a minimum of 5 per cent of his labour force, whichever is the greater;
- (d) employees, by agreement, to allow for two consecutive weeks' leave, inclusive of public holidays, to be taken in the period December to January each year, with the balance to be taken before the end of June of the following year: Provided that the terms of any such agreement reached by an employer with his employees shall be referred to the Regional Chamber for record purposes.

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

- (a) Notice of termination of a contract of employment given by an employer shall -

224 of 264



- (i) not be given during any period of leave to which the employee is entitled in terms of this part of the Agreement; and
- (ii) not run concurrently with any period of leave to which the employee is entitled in terms of this part of the Agreement.

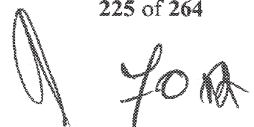
(b) Nothing in this section affects the right –

- (i) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Act, or any other law; and
- (ii) of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law.

(c) Payment instead of notice: Instead of giving an employee notice, an employer may pay the employee the remuneration the employee would have received, calculated in accordance with this part of the Agreement, if the employee had worked during the notice period.

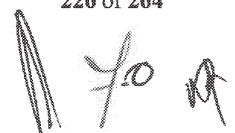
(10) **Any period** during which an employee:

- (a) is on leave in terms of subclause (1); or





- (b) is absent on military service, not exceeding four months, undergone in that year; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth (if the child is stillborn or dies before the expiration of eight weeks after birth, shall be deemed to be employment for the purposes of subclauses (1) and (2): Provided that:
  - (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in proviso
  - (ii) fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that part of any total period of absence during any 12 months of employment which is in excess of 30 days;
  - (iii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such



employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in proviso (i).

(11) **Advance notice of annual leave period:** At least one calendar month's notice of the actual date of the end of the year leave period shall be given by the employer by exhibition of an appropriate notice in the factory in a conspicuous place readily accessible to his employees.

(12) **Extension of annual leave period:** An employer shall not be entitled to extend the period of annual leave referred to in subclause (1) without the prior permission of the Regional Chamber which may impose such conditions as it may deem fit.

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

17. In clause 16(4), insert the following expression between "consecutive pay weeks" and "Provided that":

" , as well as absence without pay for three or more days in any pay week and transfers in occupation and wage of employees in respect of that week:".

18. In sub-clause 22(2)(a), substitute the new expression "R2,66 per week." for the existing expression "an amount of R2,47 per week.".

19. In sub-clause 22(2)(b), substitute the new expression "R4,26 per week" for the existing expression "R3,96 per week".

20. In clause 23, insert the following new subclause (3):

"(3) Payment of shop stewards for attending bargaining council or related meetings -

Any day or part thereof used for attending bargaining council or related meetings shall not be debited from normal shop stewards time off for trade union activities. Payment for such days or hours shall be the responsibility of the relevant regional chamber of the NBC."

21. In clause 24(4)(d), delete the following expression, ", but only after obtaining the necessary written authorisation".

22. In clause 25, substitute the existing expression for the following new expression,

**"25: SUBCONTRACTING AND DISCLOSURE OF EMPLOYERS' PATTERNS ETC".**

23. In clause 25, insert the following new subclause (6) and (7):

"(6) (a) No employer ("the subcontracting party") may subcontract any work that falls under the definition of "Clothing Industry" in clause 3 of this

228 of 264



Agreement, to another person who is subject to this Agreement or any other Council agreement regulating terms and conditions of employment and/or benefits ("the subcontractor"), unless both the subcontracting party and the subcontractor are complying employers.

(b) Regardless of whether or not clause 25(6)(a) has been complied with, the subcontracting party and the subcontractor are jointly and severally liable if the subcontractor, in respect of any of this employees, contravenes:

- (i) this Agreement or any other Council agreement regulating terms and conditions of employment and/or benefits;
- (ii) a binding arbitration award that regulated or relates to terms and conditions of employment;
- (iii) Or the Basic Conditions of Employment Act, No 75 of 1997, as amended from time to time.

(7) The parties shall enter into agreements with all Provincial and Local governments which shall have the effect that their sourcing from the Industry shall include a requirement to only source from companies which hold a valid Certificate of Compliance from the bargaining council."



24. In clause 26(3), substitute the existing expression for the following new expression **"One copy of this Collective Agreement, Clause 26 of which shall represent the Rules of the said Fund,"**.

25. In clause 26(4)(a), insert the following new expression:

"Group 5 In the case of an employee earning R2307,70 per week **in excess of the ceiling rate** specified in clause 1 (2) (b), but is **but continue to contribute to** the fund:

Without dependants: R74,17

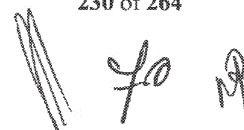
With dependants: R92,30

Group 6 In the case of an employee earning R2307,70 per week **in excess of the ceiling rate** specified in clause 1 (2) (b), but is **Exempted Into** the fund:

Without dependants: R79,14

With dependants: R97,30"

26. In clause 26(4)(b), substitute the new expression "R11,04" for the existing expression "R10,26" in Group 1 and the new expression "R13,17" for the existing expression "R12,24" in Group 2 and the new expression "R14,37" for the existing





expression "R13,35" in Group 3 and the new expression "R24,53" for the existing expression "R22,80" in Group 4, respectively.

27. In clause 26(4)(b), insert the following new expression:

"Group 5 In the case of a contributor earning R2307,70 per week **in excess of the ceiling rate** specified in clause 1 (2) (b), **but continue to contribute to the fund: R24,53;**

Group 6 In the case of an employee earning R2307,70 per week **in excess of the ceiling rate** specified in clause 1 (2) (b), **but is Exempted Into the fund: R24,53."**

28. In clause 26(13)(g)(vi)(aa) and (ab), delete the following wording "of the Fund".

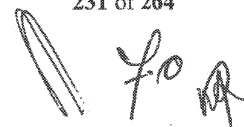
29. In clause 26(13)(g)(vi)(ab), insert the following new expression "medical" before the expression "professional".

30. In clause 26(13)(g)(vi)(ab), delete the following wording:

"staff of the Fund. In such cases, the Medical Officer or other professional staff of the Fund shall endorse the certificate with the appropriate wording determined by the Management Committee of the Fund.

Provided further that a principal member parent who presents a certificate for a child which has been issued by a Public Funded Hospital shall be eligible for benefits under this arrangement only in instances where the Fund's own

231 of 264



**CONTINUES ON PAGE 258 - PART 3**



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 10827

Regulasiekoerant

Vol. 635

18 May  
Mei 2018

No. 41633

**PART 3 OF 3**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5843



**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

professional staff have confirmed the diagnosis and requirements in terms of this provision.

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

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

31. In clause 27(3), substitute the new expression "41 cents per week" for the existing expression "38 cents per week".
32. In clause 27(4), substitute the new expression "61 cents per week" for the existing expression "57 cents per week".
33. In clause 28(2)(f), substitute the existing expression for the following new expression "The notice of sequestration, winding up, transfer, abandonment, acquisition or commencement shall be by means of a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.".

34. In clause 33, substitute the existing subclause (4) and (5) with the following new subclauses:

"(4) In addition to the leave granted in (3) above, shop stewards shall be eligible for and have access to further paid leave to attend to trade union duties. This additional leave shall be calculated at six days per annum per shop steward and the head shop steward shall be eligible to an additional 1 (one) day paid time off.

- (5) At each establishment, this additional leave shall be pooled and the shop stewards shall be entitled to use the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit. Provided, that in establishments employing five or fewer employees, the trade union shall give the employer ten days' written notice of the activity for which it seeks time off in terms of this clause."

35. In clause 35, substitute the existing subclause (2), with the following new subclauses:

"(2) Family Responsibility Leave

Is presently an allowance of 3 days on full pay per year, and if the employee does not utilize the family responsibility leave during any 1 year, then any part of the allowance remaining at the end of the year is forfeited and it not carried over to the next year.

233 of 264





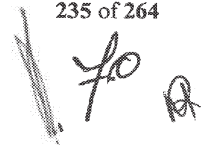
- (a) Family responsibility leave is available only to employees who have been in employment with the same employer for longer than 4 months, and
  - (b) who work more than 4 days per week for that the employer.
- (3) Family responsibility leave may be used when the employee's child is born, when the employee's child is sick, or upon the death of the employee's souse or life partner, or the employee's parent, adoptive parent, grandparent, adopted child, grandchild or sibling.
- (4) An employee is entitled to take family responsibility leave as a ½ day, if that is all that is required. The employer is entitled to ask for proof of the event for which the family responsibility leave is sought, such as a medical certificate or death certificate. Family responsibility leave may not be claimed for any reason other than the reasons stated above."

36. In clause 37, substitute the existing sub-clause 37(8), with the following new sub clause 37(8):

**"(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.

- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.
- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.
- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer

Handwritten signature and initials in black ink, appearing to be 'Yo' followed by a small mark.

who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.

(8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.

(9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement."

37. In clause 38(5), substitute the new expression "27 cents per week" for the existing expression "25 cents per week".

38. In clause 39(3), substitute the new expression "48 cents per week" for the existing expression "45 cents per week"

39. In clause 40, substitute the existing expression "Cape Clothing Association" or "CCA" wherever it appears in clause 40, for the following new expression "South African Apparel Association" or "SAAA", wherever it appears in clause 40.

40. In clause 41(1), substitute the new expression "31 August 2018" for the existing expression "31 August 2017" and the new expression "1 September 2017" for the existing expression "1 September 2016".

41. In clause 44(3), substitute the existing subclause (3)(b) and (c), for the following new subclause (3)(b), (c) and (d):

“(b) pay such monies to the Regional Secretary of the Regional Chamber within fourteen days of month-end in which the deductions fall due in the form an manner specified by the Regional Chamber.

(c) The Regional Chamber shall forward the amounts to the Secretary of the union, together with such analyses of the amounts as are received from employers by not later than the end of the month in which the fees were received.

(d) deduct the agency fee from the wages of an employee without the employee’s authorisation as provided for in section 25(4) of the Act.”

42. In clause 45, delete sub-clause (2) and renumber subclause (3) to read “(2)”.

43. Insert new clause 51:

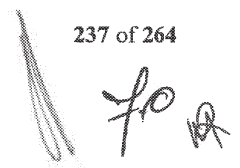
**“51. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Contained in Annexure E.”

44. Insert the following new Annexure E:

**“ANNEXURE E**

237 of 264



### **INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

#### **1. Introduction and Key Principles**

- 1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.
- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness.
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.
- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of



the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.

- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

## **2. Employee Protection**

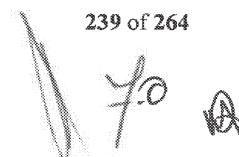
- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.

- 2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.

- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

## **3. Plant Level Incentive Schemes**

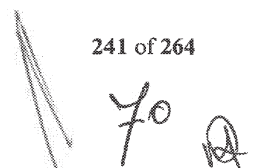
239 of 264

Handwritten signature and initials, possibly '7.0' and 'KA', in the bottom right corner of the page.

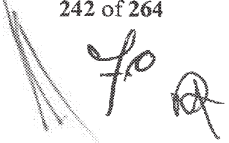
- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.
- 3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.
- 3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.
- 3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.
- 3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

#### 4. Deadlock-Breaking Mechanism

- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.
- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.

Handwritten signature and initials, possibly '70' and '12'.

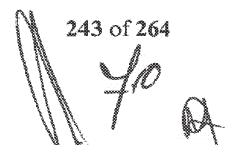
- 4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.
- 4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.
- 5. Dispute Resolution**
- 5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.
- 5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.
- 6. Reporting and Administration**

242 of 264  


- 6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.
- 6.2 Such report shall cover at least the following matters:
- Number of employees on scheme
  - Trends in overall employment in the company
  - Single or multi-factor productivity (OR OTHER) improvements
  - Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates
- 6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.
- 7. Qualification and Commencement of Plant Level Consultation**

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first), and

243 of 264  




For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union."

## 11. PART I (PROVISIONS FOR THE NON-METRO AREAS)

1. In clause 1(5), substitute the new Table of Contents, for the existing Table of Contents:

"

CLAUSE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT .....
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT .....
3.	DEFINITIONS .....
4.	REMUNERATION .....
5.	PAYMENT OF REMUNERATION .....
6.	INFORMATION CONCERNING REMUNERATION .....
7.	DEDUCTIONS AND OTHER MATTERS CONCERNING REMUNERATION .....
8.	HOURS OF WORK AND OVERTIME .....
9.	NIGHT WORK .....
10.	COMPRESSED WORKING WEEK .....
11.	AVERAGING HOURS OF WORK .....
12.	<del>PAYMENT FOR WORK ON A SUNDAY .....</del>
13.	PUBLIC HOLIDAYS .....
14.	ANNUAL LEAVE .....
15.	SICK LEAVE .....
16.	MATERNITY LEAVE .....
17.	FAMILY RESPONSIBILITY LEAVE .....
18.	PIECE-WORK .....
19.	COMMISSION WORK .....
20.	PROHIBITION OF EMPLOYMENT .....
21.	TERMINATION OF CONTRACT OF EMPLOYMENT .....
22.	SEVERANCE PAY .....
23.	CERTIFICATE OF SERVICE .....
24.	UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING .....
25.	ATTENDANCE REGISTER. ....
26.	WRITTEN PARTICULARS OF EMPLOYMENT .....
27.	LOG BOOK .....

28.	KEEPING THIS PART OF THE AGREEMENT .....
29.	REGISTRATION OF EMPLOYERS .....
30.	REGISTRATION OF EMPLOYEES .....
31.	EXEMPTIONS .....
32.	COUNCIL FUNDS .....
33.	AGENTS .....
34.	DISPUTE PROCEDURE .....
35.	TRADE UNION ACCESS TO WORKPLACE .....
36.	DEDUCTION/PAYMENT OF TRADE UNION SUBSCRIPTIONS OR LEVIES .....
37.	TRADE UNION'S REPRESENTATIVES ON THE COUNCIL .....
38.	DISPUTES IN REGARD TO ORGANISATIONAL RIGHTS .....
39.	TERMS AND CONDITIONS MORE FAVOURABLE .....
40.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION .....
41.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING .....
42.	PROVIDENT FUND CONTRIBUTIONS .....
43.	INDUSTRY PROTECTION FUND (Annexure C) .....
44.	HIV/AIDS (Annexure A) .....
45.	CONTRACT EMPLOYEES (Annexure D) .....
46.	CLOSED SHOP .....
47.	WORKING IN ARRANGEMENTS .....
48.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES .....
49.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (Annexure E) .....

2. In clause 3, substitute the existing definition with the following new definition:

**“Level B Compliance”** means an employer who;

- (i) Is paying between 80% and 100% of the gazette wage rates,
- (ii) has registered with the Council and has registered all permanent and contract employees with the Council,
- (iii) has given effect to all Collective Agreements of the Council which are applicable to it in each of its establishments, or
- (iv) has received exemption from any Collective Agreement to the extent of such exemption,
- (v) have entered into a Payment Plan and is conforming to the terms thereof,

(vi) have applied for and has been approved by the Council as Level B complaint;"

3. 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 (Non-Metro A)		All Other Areas (Non-Metro B)	
		Wage rate per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	Wage rate per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
<b>Category A</b>					
	0 - 6 months	842.00	673.50	814.00	651.00
	Thereafter	900.50	720.50	849.50	679.50
<b>Category B</b>					
	0 - 6 months	840.50	672.50	824.00	659.00
	7 - 12 months	880.00	704.00	848.50	679.00
	13 - 18 months	921.50	737.00	872.00	697.50
	Thereafter	975.50	780.50	902.00	721.50
<b>Category C</b>					
	0 - 6 months	869.00	695.00	828.50	663.00
	7 - 12 months	956.00	765.00	878.50	703.00
	13 - 18 months	1 043.50	835.00	930.00	744.00
	19 - 22 months	1 128.50	903.00	985.50	788.50
	Thereafter	1 215.00	972.00	1 041.50	833.00
<b>Category D</b>					
	0 - 6 months	869.00	695.00	828.50	663.00
	7 - 12 months	933.00	746.50	866.00	693.00
	13 - 18 months	1 019.00	815.00	904.00	723.00
	19 - 22 months	1 061.00	849.00	942.00	753.50
	Thereafter	1 195.50	956.50	1 029.00	823.00
<b>Category E</b>					
	0 - 6 months	912.00	729.50	854.00	683.00
	7 - 12 months	1 013.50	811.00	914.50	731.50

246 of 264



Category / Occupation		In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage (Non-Metro A)		All Other Areas (Non-Metro B)	
		Wage rate per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	Wage rate per week from 01 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
	13 - 18 months	1 130.00	904.00	986.50	789.00
	19 - 22 months	1 244.50	995.50	1 062.00	849.50
	Thereafter	1 369.50	1 095.50	1 140.50	912.50
<b>Band Knife Cutter</b>					
	0 - 6 months	835.00	668.00	808.50	647.00
	7 - 12 months	900.50	720.50	846.50	677.00
	13 - 18 months	963.00	770.50	884.00	707.00
	19 - 22 months	1 031.00	825.00	923.50	739.00
	Thereafter	1 135.00	908.00	991.00	793.00
<b>Clerical</b>					
	0 - 6 months	856.50	685.00	821.00	657.00
	7 - 12 months	937.50	750.00	869.50	695.50
	13 - 18 months	1 003.50	803.00	908.00	726.50
	Thereafter	1 153.00	922.50	1 000.50	800.50
<b>Assistant Head Cutter</b>		1 329.00	1 063.00	1 115.50	892.50
<b>Head Cutter</b>		1 604.50	1 283.50	1 293.50	1035.00
<b>Foreperson</b>		1 439.00	1 151.00	1 217.50	974.00
<b>Watchperson</b>		1 000.00	800.00	905.00	724.00
<b>Driver 1 (454kg)</b>		953.00	762.50	877.50	702.00
<b>Driver 2 (454 - 2722kg)</b>		1 020.00	816.00	917.50	734.00
<b>Driver 3 (2722 - 4540kg)</b>		1 152.00	921.50	1 000.00	800.00
<b>Driver 4 (4540kg)</b>		1 344.00	1 075.00	1 125.50	900.50
<b>NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% in Non-Metro A and Non-Metro B.</b>					

4. In clause 4, delete subclause 4(3).

5. In clause 4, renumber sub-clause (4) to read "(3)".

247 of 264

6. In clause 4, substitute the following new sub-clause (3), for the existing sub-clause (3):

**“(3) Incentivised Wage Rates**

The following incentivised wage rates provisions, applicable to new employees only:

Commencing 1 September 2016, all employees will on the scheme shall, in year two, progress from 80% to 90% of their respective gazette wages and in year three to 100% of their wage.

This means that:

**Employees employed before 1 September 2016**

- Must be increased to 90% as of 1 September 2017.
- Until year 3 the incentive will still operate as described below just with a new floor/minimum earning level.
- In year 3, i.e. 1 September 2018, all employees are to move up to 100%.

**Employees employed after 1 September 2016**

- will be on 80% in year one;
- on their anniversary date they will move to 90%;
- Then in year 3 on their anniversary date they will move to 100%.

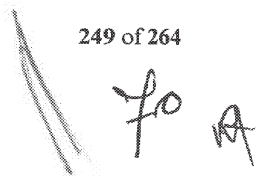
248 of 264





Subject to the following provisions:

- 3.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.
- 3.2 The guaranteed wage rate as specified in sub-clause 3.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.
- 3.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 3.4 below.

Handwritten signature and initials, possibly 'Fo' and 'A', next to the page number.

- 3.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

- 3.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.
- 3.6 The closed shop shall be applicable to all new employees.
- 3.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 3.1 above.
- 3.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.

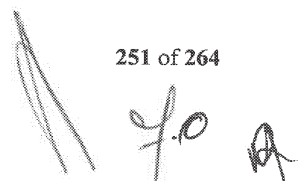
3.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 3.2.

3.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.

3.11 Effective 1<sup>st</sup> September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.

3.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 3.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms

251 of 264

Handwritten signatures and initials, including a large stylized 'A' and the initials 'F.O.' and 'A'.

of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.

3.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other forms of deadlock breaking mechanisms are agreed between the parties.

3.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 3.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.

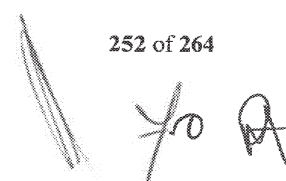
3.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties."

7. In the new clause 4(9), substitute the year "2017" for the year "2016".

8. In sub-clause 32 (2), substitute the following new table for the existing table:

“

252 of 264

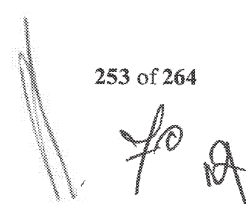
Handwritten signature and initials, possibly 'Yo A', in dark ink.

Employees	Employers
<p>Payable by THE EMPLOYEE by means of a deduction from an employee's wages:</p> <p>Calculated at 0,37% of a qualified machinist's rate of pay in "other areas" as defined in the attached wage schedule (This equates to R3,34 with effect from 1<sup>st</sup> September 2017)</p>	<p>Payable by THE EMPLOYER:</p> <p>Calculated at 0,47% of a qualified machinist's rate of pay in "other areas" as defined in the attached wage schedule (This equates to R4,24 with effect from 1<sup>st</sup> September 2017)</p>

9. In clause 34, substitute the existing sub-clause 34(8), with the following new sub-clause 34(8):

**“(8) Compliance Promotion**

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.





- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.
- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.

- (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.
- (9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement.”
10. In clause 36(6)(a), substitute the new expression “54 cents” for the existing expression “50 cents”.
11. In clause 40(1), substitute the new expression “31 August 2018” for the existing expression “31 August 2017” and the new expression “1 September 2017” for the existing expression “1 September 2016”.
12. In clause 43(5), substitute the new expression “17 cents” for the existing expression “16 cents”.
13. Insert new clause 49:

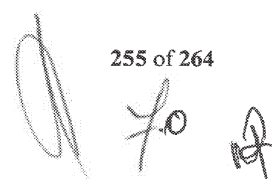
**“49. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Contained in Annexure E.”

14. Insert the following new Annexure E:

**“ANNEXURE E**

255 of 264



### **INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

#### **1. Introduction and Key Principles**

- 1.1 This Framework Agreement is intended to be of an enabling nature and to provide for maximum flexibility for plant level incentive schemes to be concluded on a unique and case-by-case basis. This does not preclude companies from sharing information and implementing similar incentive schemes should that be desirable.
- 1.2 The overall objective of the incentivised wage dispensation is to improve company level productivity and competitiveness.
- 1.3 The incentivised wage scheme(s) will operate in addition to current company production (or related) incentive schemes. It shall not replace current schemes already in operation at plant level, unless this is expressly agreed to at plant level.
- 1.4 The guaranteed wage rate shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance

256 of 264



standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1st September 2012, once a national framework agreement covering governing the incentive portion has been agreed.

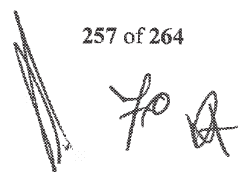
- 1.5 Incentive Schemes should be as simple as possible, both to comprehend and to administer.

## **2. Employee Protection**

- 2.1 The incentive scheme(s) at plant level shall not be used as a disciplinary tool or measure. The schemes shall operate separate and distinct from company disciplinary procedures and management disciplinary measures.
- 2.2 Events outside the control of the company shall not prejudice employees provided that the principle of earnings for time worked and earnings for performance achieved shall apply, subject to the relevant provisions of the Main Agreement.
- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

## **3. Plant Level Incentive Schemes**

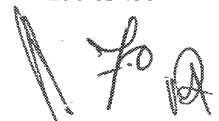
257 of 264



- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.
- 3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.
- 3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.
- 3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.
- 3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

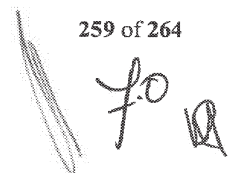
#### 4. **Deadlock-Breaking Mechanism**

258 of 264





- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.
- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.

Handwritten signature and initials, possibly 'F.O.' and 'R', next to the page number.

4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.

4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.

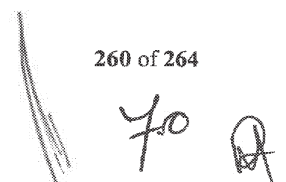
## 5. **Dispute Resolution**

5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.

5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

## 6. **Reporting and Administration**

260 of 264

Handwritten signature and initials, possibly '70' and 'A'.

6.1 Companies participating in this dispensation shall be required to report on a six monthly basis to the bargaining council in respect of the staff contemplated in clause 1.4 above.

6.2 Such report shall cover at least the following matters:

- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements
- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

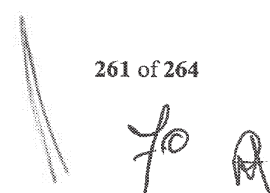
6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## 7. Qualification and Commencement of Plant Level Consultation

Companies who qualify under the provisions of clause 4 of the 2014/2016 Substantive Agreement and who decide to utilise it, shall have 2 full calendar months ("the prescribed period") to conclude plant level incentive arrangements, time effective as follows:

For companies which have not yet employed employees on the incentivised wage scheme: from the date of employment of any employee employed in terms of the provisions of clause of the 2014/2016 agreement or from the date of notice to the trade union of intention to employ (whichever occurs first), and

261 of 264

Handwritten signature and initials, possibly 'Jo' and 'A', next to the page number.

For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union."

## 12. COLLECTIVE FUND AGREEMENT FOR THE NORTHERN REGION

1. In clause 3, insert the following new definition:

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

2. In clause 4(1)(a), substitute the new expression "R2,64", for the expression "R2,45".
3. In clause 4(1)(b), substitute the new expression "R2,85", for the expression "R2,65".
4. In clause 5A(2) (b), substitute the new expression "R24,74" for the existing expression "R22,99".
5. In clause 5B(2) (b), substitute the new expression "R24,74" for the existing expression "R22,99".
6. In clause 6(5), substitute the new expression "19 cents" for the existing expression "18 cents".
7. In clause 7A(2)(b), substitute the new expression "R11,48" for the existing expression "R10,67".

262 of 264

fo A

8. In clause 7B(2)(b), substitute the new expression "R11,48" for the existing expression "R10,67".
9. In clause 16(1), substitute the new expression "41 cents" for the existing expression "38 cents".
10. In clause 16(2), substitute the new expression "61 cents" for the existing expression "57 cents".

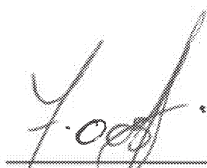
### 13. PROVIDENT FUND AGREEMENT FOR THE WESTERN CAPE

1. In clause 3, insert the following new definition:

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

2. In clause 15(4)(d), delete the following expression, " , but only after obtaining the necessary written authorisation".

Signed at CAPE TOWN on behalf of the Parties this **15TH** day of JANUARY 2018.

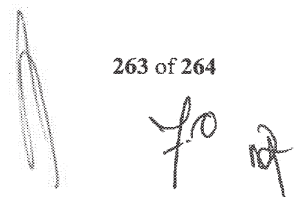


**FREDA OOSTHYSEN**  
Chairperson



**MARTHIE RAPHAEL**

263 of 264





Vice-Chairperson



---

**SICELO NDUNA**  
General Secretary

264 of 264



## DEPARTMENT OF PUBLIC WORKS

NO. R. 505

18 MAY 2018

**TENDER VALUE LIMIT ADJUSTMENTS IN TERMS OF THE CONSTRUCTION  
INDUSTRY DEVELOPMENT REGULATIONS, 2004**

The Minister of Public Works, in terms of Regulation 17(A) of the Construction Industry Development Regulations, 2004, as amended, after consultation with the Construction Industry Development Board, intends to revise the range of tender values for purposes of determining the values of contracts that contractors are considered capable of undertaking and a method for the calculation of the range of tender values.

Interested persons are invited to submit their written comments on the proposed revisions to tender value limits to the Director- General of the Department of Public Works within **30 days** of the date of publication of this notice by-

- (a) Posting it to : Department of Public Works, Private Bag X65, Pretoria, 0001; or
- (b) Delivering it by hand at: Central Government Offices Building, Corner Madiba Drive and Bosman Streets, Pretoria, 0001; or
- (c) Emailing it to: [gugu.mgwebi@dpw.gov.za](mailto:gugu.mgwebi@dpw.gov.za)

Comments must be marked for the attention of Ms. Gugu Mgwebi.

Comments received after the closing date may not be considered.

---

**MR T W NXESI, MP**  
**MINISTER OF PUBLIC WORKS**

**DEPARTMENT OF PUBLIC WORKS****TENDER VALUE LIMIT ADJUSTMENTS IN TERMS OF THE CONSTRUCTION  
INDUSTRY DEVELOPMENT REGULATIONS, 2004**

I, Thembelani Waltermade Nxesi, Minister of Public Works, in terms of Regulation 17(A) of the Construction Industry Development Regulations, 2004, as amended, intends to adjust the tender value limits as proposed in the Schedule below.

**MR T W NXESI, MP**  
**MINISTER OF PUBLIC WORKS**

**SCHEDULE****1. Proposed Tender Value Limit Adjustments**

The proposed adjustment to tender value limits are set out in Table 1 below:

Table 1: Proposed Tender Value Limit (TVL) Adjustments

<b>Grade</b>	<b>Current (TVL)</b>	<b>Proposed (TVL)</b>	<b>% Inc.</b>
<b>1</b>	200 000	300 000	50 %
<b>2</b>	850 000	1 000 000	54 %
<b>3</b>	2 000 000	3 000 000	50 %
<b>4</b>	4 000 000	6 000 000	50 %
<b>5</b>	6 500 000	10 000 000	54 %
<b>6</b>	13 000 000	20 000 000	54 %
<b>7</b>	40 000 000	60 000 000	50 %
<b>8</b>	130 000 000	200 000 000	54 %
<b>9</b>	No Limit	N/A	N/A

**2. Method of Calculation**

The proposed tender value limits are adjusted using Producer Price Index (PPI) Final Manufactured Goods.

The different index options were considered, these include Consumer Price Index (CPI), PPI Final Manufactured Goods, PPI Building & Construction and Contract Price Adjustment Provisions (CPAP). These indexes were tested for appropriateness, volatility and reliability.

The PPI represents a family of indexes that measures the average change over time in the selling price received by domestic producers of goods and services.

PPI Final Manufactured Goods index is considered most appropriate as it includes some materials, machinery and equipment used in the different construction classes of works. The tender value limits based on PPI Final Manufactured Goods over the full period since the previous last adjustments in 2008 results in an increase of 56% in the tender value limits.

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 506

18 MAY 2018

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 2 (NO. 2/3/8)**

In terms of section 57 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 2 to the said Act is hereby amended, up to and including 10 August 2018, to the extent set out in the Schedule herebo

  
N NENE  
MINISTER OF FINANCE

**SCHEDULE**

By the substitution of the following:

Item	Tariff Heading	Code	CD	Description	Rebate Items	Imported from or Originating in	Rate of Safeguard duty
260.03	7225.99	01.06	67	Other, (excluding that imported from or originating in: Afghanistan, Albania, Algeria, American Samoa, Angola, Argentina, Armenia, Azerbaijan, Bangladesh, Belarus, Belize, Benin, Bhutan, Bolivia (Plurinational State of), Bosnia and Herzegovina, Botswana, Brazil, Bulgaria, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, Chile, Chinese Taipei (Taiwan), Colombia, Comoros, Congo (Democratic Republic of the), Congo, Republic, Costa Rica, Côte d'Ivoire, Cuba, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, Arab Republic, El Salvador, Eritrea, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, Grenada, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Indonesia, Iran, Islamic Republic, Iraq, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Korea, Democratic People's Republic of Kosovo, Kyrgyz Republic, Lao People's Democratic Republic, Latvia, Lebanon, Lesotho, Liberia, Libya, Lithuania, Macedonia, the Former Yugoslav Republic of, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Mexico, Micronesia, Federated States of, Moldova, Mongolia, Montenegro, Morocco, Mozambique, Myanmar, Namibia, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Palau, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Romania, Russian Federation, Rwanda, Samoa, Sao Tome and Principe, Senegal, Serbia, Seychelles, Sierra Leone, Solomon Islands, Somalia, South Sudan, Sri Lanka, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sudan, Suriname, Swaziland, Syrian Arab Republic, Tajikistan, Tanzania, United Republic of, Thailand, Timor-Leste, Togo, Tonga, Tunisia, Turkey, Turkmenistan, Tuvalu, Uganda, Ukraine, Uruguay, Uzbekistan, Vanuatu, Venezuela, Bolivarian Republic of), Vietnam, West Bank and Gaza, Yemen, Zambia, Zimbabwe)	301.00-399.00; 401.00-499.00 (excluding 460.15/7225.99/01.06)	All Countries	12%



## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 506

18 MEI 2018

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 2 (NO. 2/3/8)

Kragtens artikel 57 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 2 by bogenoemde Wet hiermee gewysig tot en met 10 Augustus 2018, in die mate in die Bylae hierby aangetoon.


  
N NENE  
MINISTER VAN FINANSIES

## BYLAE

Deur die vervanging van die volgende:

Item	Tariefpos	Kode	TS	Beskrywing	Kortingitems	Ingevoer vanaf of Oorspronklik van	Skaal van Beskermende reg
260.03	7225.99	01.06	67	Ander, (uitgesonderd dié ingevoer vanaf of afkomstig van: Afghanistan, Albanië, Algerië, Amerikaans-Samoa, Angola, Argentinië, Armenië, Azerbeidjan, Bangladesj, Belarus, Belize, Benin, Bhoetan, Bolivië (Veelvoudige Nasionale Staat van), Bosnië and Herzegovina, Botswana, Brasilië, Bulgarye, Burkina Faso, Burundi, Kambodja, Kameron, Kaap Verde, Sentraal Afrikaanse Republiek, Tsjad, Chili, Sjinese Taipei (Taiwan), Kolombië, Comore, Demokratiese Republiek van die Kongo, Republiek van die Kongo, Costa Rica, Côte d'Ivoire, Kuba, Djiboeti, Dominika, Dominikaanse Republiek, Ecuador, Egipte Arabiese Republiek, El Salvador, Eritrea, Ethiopië, Fidji, Gaboen, Die Gambië, Georgië, Ghana, Grenada, Guatemala, Guinee, Guinee-Bissau, Guyana, Haiti, Honduras, Indonesië, Islamitiese Republiek van Iran, Irak, Jamaika, Jordanië, Kasakstan, Kenia, Kiribati, Demokratiese Volks Republiek van Korea, Kosovo, Kyrgyz Republiek, Lao Volks Demokratiese Republiek, Letland, Libanon, Lesotho, Liberië, Libië, Litaue, Die Voormalige Joego-Slawiese Republiek van Masedonië, Madagaskar, Malawi, Maleisië, Malediwe, Mali, Marshall Eilande, Mauritanië, Mauritius, Mexiko, Federale Staat van Mironesië, Moldawië, Mongolië, Montenegro, Marokko, Mosambiek, Myanmar, Namibië, Nepal, Nicaragua, Niger, Nigerië, Pakistan, Palau, Panama, Papoea-Nieu Guinee, Paraguay, Peru, Filippyne, Roemenië, Russiese Federasie, Rwanda, Samoa, Sao Tome en Principe, Senegal, Serwië, Seychelle, Sierra Leone, Salomonsellande, Somalië, Suid Soedan, Sri Lanka, St Kitts en Nevis, St. Lucia, St. Vincent en die Grenadine, Soedan, Suriname, Swaziland, Siriese Arabiese Republiek, Tadjikistan, Verenigde Republiek van Tanzanië, Thailand, Timor Leste, Togo, Tonga, Tunisië, Turkye, Turkmenistan, Tuvalu, Uganda, Oekraïne, Uruguay, Oesbekistan, Vanuatu, Bolivië, Republiek van Venezuela, Viëtnam, Wes Bank en Gasa, Jemen, Zambië, Zimbabwe)	301.00-399.00; 401.00-499.00 (uitgesonderd 460.15/7225.99/01.06)	Alle Lande	12%

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 507

18 MAY 2018

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 2 (NO. 2/3/9)**

In terms of section 57 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 2 to the said Act is hereby amended, with effect from 11 August 2018 up to and including 10 August 2019 to the extent set out in the Schedule hereto.

  
**N NENE**  
**MINISTER OF FINANCE**

**SCHEDULE**

By the substitution of the following:

Item	Tariff Heading	Code	CD	Description	Rebate Items	Imported from or Originating in	Rate of Safeguard duty
260.03	7225.99	01.06	67	Other, (excluding that imported from or originating in: Afghanistan, Albania, Algeria, American Samoa, Angola, Argentina, Armenia, Azerbaijan, Bangladesh, Belarus, Belize, Benin, Bhutan, Bolivia (Plurinational State of), Bosnia and Herzegovina, Botswana, Brazil, Bulgaria, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, Chile, Chinese Taipei (Taiwan) Colombia, Comoros, Congo (Democratic Republic of the), Congo, Republic, Costa Rica, Côte d'Ivoire, Cuba, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, Arab Republic, El Salvador, Eritrea, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, Grenada, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Indonesia, Iran, Islamic Republic, Iraq, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Korea, Democratic People's Republic of, Kosovo, Kyrgyz Republic, Lao People's Democratic Republic, Latvia, Lebanon, Lesotho, Liberia, Libya, Lithuania, Macedonia, the Former Yugoslav Republic of, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Mexico, Micronesia, Federated States of, Moldova, Mongolia, Montenegro, Morocco, Mozambique, Myanmar, Namibia, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Palau, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Romania, Russian Federation, Rwanda, Samoa, Sao Tome and Principe, Senegal, Serbia, Seychelles, Sierra Leone, Solomon Islands, Somalia, South Sudan, Sri Lanka, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sudan, Suriname, Swaziland, Syrian Arab Republic, Tajikistan, Tanzania, United Republic of, Thailand, Timor-Leste, Togo, Tonga, Tunisia, Turkey, Turkmenistan, Tuvalu, Uganda, Ukraine, Uruguay, Uzbekistan, Vanuatu, Venezuela, Bolivarian Republic of), Vietnam, West Bank and Gaza, Yemen, Zambia, Zimbabwe)	301.00-399.00; 401.00-499.00 (excluding 460.15/7225.99/01.06)	All Countries	10%

## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 507

18 MEI 2018

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 2 (NO. 2/3/9)

Kragtens artikel 57 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 2 by bogenoemde Wet hiermee gewysig met ingang vanaf 11 Augustus 2018 tot en met 10 Augustus 2019, in die mate in die Bylae hierby aangetoon.



N NENE  
MINISTER VAN FINANSIES

## BYLAE

Deur die vervanging van die volgende:

Item	Tariefpos	Kode	TS	Beskrywing	Kortingitems	Ingevoer vanaf of Oorspronklik van	Skaal van Beskermende reg
260.03	7225.99	01.06	67	Ander, (uitgesonderd dié ingevoer vanaf of afkomstig van: Afghanistan, Albanië, Algerië, Amerikaans-Samoa, Angola, Argentinië, Armenië, Azerbeïdjan, Bangladesj, Belarus, Belize, Benin, Bhoetan, Bolivië (Veelvoudige Nasionale Staat van), Bosnië and Herzegovina, Botswana, Brasilië, Bulgarië, Burkina Faso, Burundi, Kambodja, Kameroen, Kaap Verde, Sentraal Afrikaanse Republiek, Tsjad, Chili, Sijese Taipei (Taiwan), Kolombië, Komore, Demokratiese Republiek van die Kongo, Republiek van die Kongo, Costa Rica, Côte d'Ivoire, Kuba, Djiboeti, Dominika, Dominikaanse Republiek, Ecuador, Egipte Arabiese Republiek, El Salvador, Eritree, Ethiopië, Fidji, Gaboen, Die Gambië, Georgië, Ghana, Grenada, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Indonesië, Islamitiese Republiek van Iran, Irak, Jamaika, Jordanië, Kasakstan, Kenia, Kiribati, Demokratiese Volks Republiek van Korea, Kosovo, Kyrgyz Republiek, Lao Volks Demokratiese Republiek, Letland, Libanon, Lesotho, Liberië, Libië, Litaue, Die Voormalige Joego-Slawiese Republiek van Masedonië, Madagaskar, Malawi, Maleisië, Maledives, Mali, Marshall Eilande, Mauritanië, Mauritius, Mexiko, Federale Staat van Miquelonië, Moldawië, Mongolië, Montenegro, Marokko, Mosambiek, Myanmar, Namibië, Nepal, Nicaragua, Niger, Nigerië, Pakistan, Palau, Panama, Papoea-Nieu-Guinee, Paraguay, Peru, Filippyne, Roemenië, Russiese Federasie, Rwanda, Samoa, Sao Tome en Principe, Senegal, Sewië, Seychelle, Sierra Leone, Salomonseilande, Somalië, Suid-Soedan, Sri Lanka, St. Kitts en Nevis, St. Lucia, St. Vincent en die Grenadine, Soedan, Suriname, Swaziland, Siriese Arabiese Republiek, Tadjikistan, Verenigde Republiek van Tanzanië, Thailand, Timor-Leste, Togo, Tonga, Tunesië, Turkye, Turkmenistan, Tuvalu, Uganda, Oekraïne, Uruguay, Oesbekistan, Vanuatu, Bolivië, Republiek van Venezuela, Viëtnam, Wes-Bank en Gasa, Jemen, Zambië, Zimbabwë)	301.00-399.00; 401.00-499.00 (uitgesonderd 460.15/7225.99/01.06)	Alle Lande	10%

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 508

18 MAY 2018

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 2 (NO. 2/3/10)**

In terms of section 57 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 2 to the said Act is hereby amended, with effect from 11 August 2019 up to and including 10 August 2020 to the extent set out in the Schedule hereto.

  
**N NENE**  
**MINISTER OF FINANCE**

**SCHEDULE**

By the substitution of the following:

Item	Tariff Heading	Code	CD	Description	Rebate Items	Imported from or Originating in	Rate of Safeguard duty
260.03	7225.99	01.06	67	Other, (excluding that imported from or originating in: Afghanistan, Albania, Algeria, American Samoa, Angola, Argentina, Armenia, Azerbaijan, Bangladesh, Belarus, Belize, Benin, Bhutan, Bolivia (Plurinational State of), Bosnia and Herzegovina, Botswana, Brazil, Bulgaria, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, Chile, Chinese Taipei (Taiwan) Colombia, Comoros, Congo (Democratic Republic of the), Congo, Republic, Costa Rica, Côte d'Ivoire, Cuba, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, Arab Republic, El Salvador, Eritrea, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, Grenada, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Indonesia, Iran, Islamic Republic, Iraq, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Korea, Democratic People's Republic of, Kosovo, Kyrgyz Republic, Lao People's Democratic Republic, Latvia, Lebanon, Lesotho, Liberia, Libya, Lithuania, Macedonia, the Former Yugoslav Republic of, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Mexico, Micronesia, Federated States of, Moldova, Mongolia, Montenegro, Morocco, Mozambique, Myanmar, Namibia, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Palau, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Romania, Russian Federation, Rwanda, Samoa, Sao Tome and Principe, Senegal, Serbia, Seychelles, Sierra Leone, Solomon Islands, Somalia, South Sudan, Sri Lanka, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sudan, Suriname, Swaziland, Syrian Arab Republic, Tajikistan, Tanzania, United Republic of, Thailand, Timor-Leste, Togo, Tonga, Tunisia, Turkey, Turkmenistan, Tuvalu, Uganda, Ukraine, Uruguay, Uzbekistan, Vanuatu, Venezuela, Bolivarian Republic of), Vietnam, West Bank and Gaza, Yemen, Zambia, Zimbabwe)	301.00-399.00; 401.00-499.00 (excluding 460.157225.99/01.06)	All Countries	8%

## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 508

18 MEI 2018

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 2 (NO. 2/3/10)

Kragtens artikel 57 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 2 by bogenoemde Wet hiermee gewysig met ingang vanaf 11 Augustus 2019 tot en met 10 Augustus 2020, in die mate in die Bylae hierby aangetoon.

  
N NENE  
MINISTER VAN FINANSIES

## BYLAE

Deur die vervanging van die volgende:

Item	Tariefpos	Kode	TS	Beskrywing	Kortingitems	Ingevoer vanaf of Oorspronklik van	Skaal van Beskermende reg
260.03	7225.99	01.06	67	Ander, (uitgesonderd dié ingevoer vanaf of afkomstig van: Afghanistan, Albanië, Algerië, Amerikaans-Samoa, Angola, Argentinië, Armenië, Azerbeidzjan, Bangladesj, Belarus, Belize, Benin, Bhoetan, Bolivië (Veelvoudige Nasionale Staat van), Bosnië and Herzegovina, Botswana, Brasilië, Bulgarië, Burkina Faso, Burundi, Kambodja, Kameroen, Kaap Verde, Sentraal Afrikaanse Republiek, Tsjad, Chili, Sjiniese Taipei (Taiwan), Kolombië, Komore, Demokratiese Republiek van die Kongo, Republiek van die Kongo, Costa Rica, Côte d'Ivoire, Kuba, Djiboeti, Dominika, Dominikaanse Republiek, Ecuador, Egipte Arabiese Republiek, El Salvador, Eritree, Ethiopië, Fidji, Gaboen, Die Gambië, Georgië, Ghana, Grenada, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Indonesië, Islamitiese Republiek van Iran, Irak, Jamaika, Jordanië, Kasakstan, Kenia, Kiribati, Demokratiese Volks Republiek van Korea, Kosovo, Kyrgyz Republiek, Lao Volks Demokratiese Republiek, Letland, Libanon, Lesotho, Liberië, Libië, Litaue, Die Voormalige Joego-Slawiese Republiek van Masedonië, Madagaskar, Malawi, Maleisië, Maledives, Mali, Marshall Eilande, Mauritanië, Mauritius, Mexiko, Federale Staat van Mikronesië, Moldawië, Mongolië, Montenegro, Marokko, Mosambiek, Myanmar, Namibië, Nepal, Nicaragua, Niger, Nigerië, Pakistan, Palau, Panama, Papoea-Nieu-Guinee, Paraguay, Peru, Filippyne, Roemenië, Russiese Federasie, Rwanda, Samoa, Sao Tome en Principe, Senegal, Serwië, Seychelle, Sierra Leone, Salomonseilande, Somalië, Suid-Soedan, Sri Lanka, St. Kitts en Nevis, St. Lucia, St. Vincent en die Grenadine, Soedan, Suriname, Swaziland, Siriëse Arabiese Republiek, Tadjikistan, Verenigde Republiek van Tanzanië, Thailand, Timor-Leste, Togo, Tonga, Tunisië, Turkye, Turkmenistan, Tuvalu, Uganda, Oekraïne, Uruguay, Oesbekistan, Vanuatu, Boliviëse Republiek van Venezuela, Viëtnam, Wes-Bank en Gasa, Jemen, Zambië, Zimbabwë)	301.00-399.00; 401.00-499.00 (uitgesonderd 460.15/7225.99/01.06)	Alle Lande	8%



## SOUTH AFRICAN REVENUE SERVICE

NO. R. 509

18 MAY 2018

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/2/382)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 2 of Schedule No. 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
 N NENE  
 MINISTER OF FINANCE

**SCHEDULE**

By the insertion of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
480.15	7225.99	01.06	68	Flat-rolled products of other steel, of a width of 600 mm or more, other, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, provided the products are not available in the SACU market	Full duty in Schedule No. 1 and Schedule No. 2

## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 509

18 MEI 2018

**DOEANE- EN AKSYNSWET, 1964.**  
**WYSIGING VAN BYLAE NO. 4 (NO. 4/2/382)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 2 van Bylae No. 4 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangeboden.

  
**MINISTER VAN FINANSIES**

**BYLAE**

Deur die invoeging van die volgende:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
460.15	7225.99	01.06	68	Platgewalste produkte van ander legeringstaal, met 'n wydte van minstens 600 mm, in dié hoeveelhede en op dié tye en onderhewig aan sodanige voorwaardes wat die Internasionale Handelsadministrasiekommissie by bepaalde permit mag toelaat, met dien verstande dat die produkte nie in die SADU gebied beskikbaar is nie	Volle reg in Bylae No. 1 en Bylae No. 2





Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Contact Centre Tel: 012-748 6200. eMail: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065