



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11376

Regulasiekoerant

Vol. 678

24

December
Desember

2021

No. 45696

PART 1 OF 2

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 1682-5845



9 771682 584003

4 5 6 9 6



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>
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Employment and Labour, Department of / Indiensneming en Arbeid, Departement van			
R. 1640	Labour Relations Act, 1995: Bargaining Council for the Civil Engineering Industry (BCCEI): Renewal of period of Operation of the Conditions of Employment Collective Agreement.....	45696	13
R. 1641	Labour Relations Act, 1995: Extension of Period of Operation to Non-Parties of the Main Collective Agreement: Bargaining Council for the Fishing Industry	45696	65
R. 1642	Labour Relations Act, 1995: Bargaining Council for the Civil Engineering Industry (BCCEI): Renewal of period of Operation of the Exemptions Collective Agreement.....	45696	66
R. 1643	Labour Relations Act, 1995: National Bargaining Council for the Clothing Manufacturing Industry: Extension to Non-Parties of the Main Amending Collective Agreement	45696	83
South African Revenue Service / Suid-Afrikaanse Inkomstediens			
R. 1644	Customs and Excise Act (91/1964): Amendment of Rules.....	45696	158
R. 1645	Customs and Excise Act, 1964: Correction Notice: Amendment of Schedule No. 2 (2/3/58)	45696	176
R. 1645	Doeane en Aksynswet, 1964: Verbeteringskennisgewing: Wysiging van Bylae No. 2 (2/3/58).....	45696	177



government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as [@gpw.gov.za](mailto:gpw@gpw.gov.za)

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **GOVERNMENT GAZETTE** **2021**

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

- **24 December 2020**, Thursday for the issue of Thursday **31 December 2020**
- **31 December 2020**, Thursday for the issue of Friday **08 January 2021**
- **08 January**, Friday for the issue of Friday **15 January 2021**
- **15 January**, Friday for the issue of Friday **22 January 2021**
- **22 January**, Friday for the issue of Friday **29 January 2021**
- **29 January**, Friday for the issue of Friday **05 February 2021**
- **05 February**, Friday for the issue of Friday **12 February 2021**
- **12 February**, Friday for the issue of Friday **19 February 2021**
- **19 February**, Friday for the issue of Friday **26 February 2021**
- **26 February**, Friday for the issue of Friday **05 March 2021**
- **05 March**, Friday for the issue of Friday **12 March 2021**
- **12 March**, Friday for the issue of Friday **19 March 2021**
- **18 March**, Thursday for the issue of Friday **26 March 2021**
- **25 March**, Thursday for the issue of Thursday **01 April 2021**
- **31 March**, Wednesday for the issue of Friday **09 April 2021**
- **09 April**, Friday for the issue of Friday **16 April 2021**
- **16 April**, Friday for the issue of Friday **23 April 2021**
- **22 April**, Thursday for the issue of Friday **30 April 2021**
- **30 April**, Friday for the issue of Friday **07 May 2021**
- **07 May**, Friday for the issue of Friday **14 May 2021**
- **14 May**, Friday for the issue of Friday **21 May 2021**
- **21 May**, Friday for the issue of Friday **28 May 2021**
- **28 May**, Friday for the issue of Friday **04 June 2021**
- **04 June**, Friday for the issue of Friday **11 June 2021**
- **10 June**, Thursday for the issue of Friday **18 June 2021**
- **18 June**, Friday for the issue of Friday **25 June 2021**
- **25 June**, Friday for the issue of Friday **02 July 2021**
- **02 July**, Friday for the issue of Friday **09 July 2021**
- **09 July**, Friday for the issue of Friday **16 July 2021**
- **16 July**, Friday for the issue of Friday **23 July 2021**
- **23 July**, Friday for the issue of Friday **30 July 2021**
- **30 July**, Friday for the issue of Friday **06 August 2021**
- **05 August**, Thursday for the issue of Friday **13 August 2021**
- **13 August**, Friday for the issue of Friday **20 August 2021**
- **20 August**, Friday for the issue of Friday **27 August 2021**
- **27 August**, Friday for the issue of Friday **03 September 2021**
- **03 September**, Friday for the issue of Friday **10 September 2021**
- **10 September**, Friday for the issue of Friday **17 September 2021**
- **16 September**, Thursday for the issue of Thursday **23 September 2021**
- **23 September**, Thursday for the issue of Friday **01 October 2021**
- **01 October**, Friday for the issue of Friday **08 October 2021**
- **08 October**, Friday for the issue of Friday **15 October 2021**
- **15 October**, Friday for the issue of Friday **22 October 2021**
- **22 October**, Friday for the issue of Friday **29 October 2021**
- **29 October**, Friday for the issue of Friday **05 November 2021**
- **05 November**, Friday for the issue of Friday **12 November 2021**
- **12 November**, Friday for the issue of Friday **19 November 2021**
- **19 November**, Friday for the issue of Friday **26 November 2021**
- **26 November**, Friday for the issue of Friday **03 December 2021**
- **03 December**, Friday for the issue of Friday **10 December 2021**
- **09 December**, Thursday for the issue of Friday **17 December 2021**
- **17 December**, Friday for the issue of Friday **24 December 2021**
- **23 December**, Thursday for the issue of Friday **31 December 2021**

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

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 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working 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 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

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.
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. 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.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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.

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 be 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). 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 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 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

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

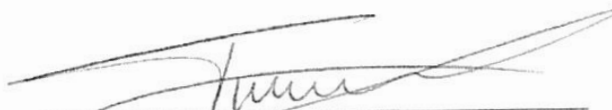
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR**NO. R. 1640****24 December 2021****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
(BCCEI): RENEWAL OF PERIOD OF OPERATION OF THE CONDITIONS
OF EMPLOYMENT COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices R.955 of 14 September 2018, R.1072 of 16 August 2019 and R.1428 of 8 November 2019 to be effective from the date of publication of this Notice and for the period ending 31 August 2024.



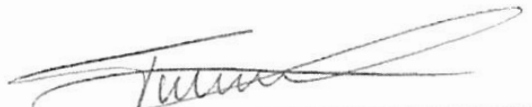
MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 10/12/2021

DEPARTMENT OF EMPLOYMENT AND LABOUR

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF AMENDMENT OF CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT TO NON-PARTIES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the Conditions of Employment Amending Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Conditions of Employment Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2024.

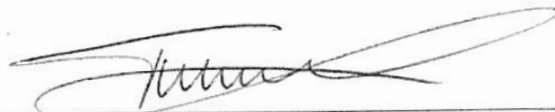

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 10/12/2021

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO ESICHIBIYELAYO SOKUKHULULWA, SELULELWA KULABO ABANGEYONA INGXEYENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba-32(2) sifundwa nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuNcwaba 2026.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 10/12/2021



CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT

LV \$ R. Masaka

SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT**

In accordance with the Labour Relations Act of 1995, made and entered into by and between the –

Employers Organisations

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the “employer” or the “employers organisation” of the one party and the –

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the “employees” or the “trade union” of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry) to amend the agreement published under Government Gazette No. R.1428 of 8 November 2019

PREAMBLE

This agreement was entered into by and between the members of the employer organisations and the members of the trade unions after conclusion of the industry national wage negotiations undertaken under the auspices of the Bargaining Council for the Civil Engineering Industry.

The Minister of Employment and Labour has extended this agreement to all the employers and employees in the industry that are not signatories of this agreement. This has the effect of making the agreement applicable to all employers and employees in the industry.

A1

LV \$ H. Masaka

Table of Contents

SCHEDULE-----	A1
1. CHAPTER 1 - APPLICATION AND INTERPRETATION OF AGREEMENT-----	1
1.1 Scope of the agreement-----	1
1.2 Period of operation of agreement-----	2
1.3 Definitions and expressions -----	2
2. CHAPTER 2 - REGULATION OF WORKING TIME -----	7
2.1 Weekly hours of ordinary work -----	7
2.3 Overtime-----	7
2.4 Meal intervals -----	8
2.5 Rest period-----	8
2.6 Compressed working week-----	9
2.7 Averaging hours of work -----	9
2.8 Payment for overtime -----	10
2.9 Payment for work on a Sunday-----	10
2.10 Payment for public holidays -----	10
2.11 Night work-----	11
2.12 Short time-----	12
2.13 Inclement weather -----	13
3. CHAPTER 3 - REGULATION OF LEAVE -----	13
3.1 Annual leave-----	13
3.2 Sick leave-----	15
3.3 Maternity leave-----	18
3.4 Family responsibility leave-----	19
3.5 Parental leave -----	20

LV \$ H. Asoka

4	CHAPTER 4 - REGULATIONS FOR CONTRACT OF EMPLOYMENT -----	21
4.1	Termination of contract of employment -----	21
4.2	Certificate of service-----	22
4.3	Piece work -----	22
4.4	Prohibition of employment -----	22
4.5	Severance Pay-----	23
4.6	Funeral cover for limited duration contract employees-----	24
4.7	Temporary employment, limited duration contract of employment ("LDC") and part-time employment -----	24
4.8	Medical aid-----	31
5	CHAPTER 5 - REGULATION REGARDING REGISTERS AND THE CONDITIONS OF EMPLOYMENT AGREEMENT -----	32
5.1	Attendance register-----	32
5.2	Written particulars of employment -----	33
5.3	Displaying this agreement in the workplace -----	34
6	CHAPTER 6 - REMUNERATION AND RECORD KEEPING-----	34
6.1	Calculation of wages -----	34
6.2	Information about remuneration-----	35
6.3	Payment of remuneration upon termination of employment-----	36
6.4	Deductions from wages - general;-----	36
6.5	Deductions from wages - trade union subscriptions -----	37
6.6	Deductions from wages – training -----	38
6.7	Year-end bonus-----	38
6.8	Cross border work allowance -----	39
6.9	Allowances-----	40
7	CHAPTER 7 - GENERAL -----	42
7.1	Exemptions -----	42
7.2	Protective clothing -----	42
7.3	Designated agents-----	42

LV \$ R. Asoka

7.4 Levels of bargaining in the Industry and peace obligation -----	43
7.5 Administration of agreement -----	43
7.6 Attendance of worker representatives on bargaining council committee meetings --	44
7.7 Resolution of disputes -----	44
APPENDIX A - Certificate of Service -----	45

LV \$ R. Masaka

1. CHAPTER 1 - APPLICATION AND INTERPRETATION OF AGREEMENT

1.1 Scope of the agreement

1.1.1. This agreement binds:

- a) All employers in the civil engineering industry that are members of the employers' organisations that are party to this agreement; and
- b) All employees in the bargaining unit, employed in the industry who are members of the trade unions that are party to this agreement.

1.1.2. This agreement must be applied in the jurisdiction of the Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.1.3. Except as otherwise provided for in this agreement, this agreement establishes the terms and conditions of employment for scheduled employees.

1.1.4. This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 97 of 1998.

1.1.5. The provisions of the Basic Conditions of Employment Act, 75 of 1997 shall apply in respect of any employer or employee in the Civil Engineering Industry in so far as a provision thereof provides for any matter that is not regulated by this agreement.

1.1.6. The provisions of clauses 2.8, 2.9, 2.10, 2.11 and 2.12 of this agreement shall not apply to employees whose earnings exceed the amount determined by the Minister of Labour in terms of section 6(3) read with section 59(2)(c) of the Basic Conditions of Employment Act, 75 of 1997.

1.1.7. This agreement is binding in terms of Section 31 of the Labour Relations Act, 66 of 1995, on the parties which concluded the Conditions of Employment Collective Agreement and shall become binding on the other employers and employees in the industry upon extension by the Honourable Minister of Labour in terms of Section 32, from a date determined by the Minister.

LV \$ HONASA

1.2 Period of operation of agreement

- 1.2.1. This agreement becomes binding on the employers and employees referred to in sub-clause 1.1.1. (a) and (b) once it is extended to non-parties by the Honourable Minister of Employment and Labour.
- 1.2.2. This agreement shall remain in force until 31 August 2024.

1.3 Definitions and expressions

Any expression used in this agreement which is defined in the Labour Relations Act 66 of 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context;

'Act' means the Labour Relations Act, 1995 (Act No. 66 of 1995);

'Acting allowance' means a temporary allowance paid to an employee while acting in a position higher than their current job grade;

'Adoption order' means an adoption order as envisaged in the Children's Act, 2005 (Act No. 38 of 2005);

'Adoptive parent' has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No. 38 of 2005);

'Bargaining Unit' shall mean the bargaining unit comprising those employees engaged in the industry in Task Grades 1 – 9 inclusive;

'BCIMA' means the Building Construction Industry Medical Aid' as administered by Status Medical Aid Administrators (Pty) Ltd;

'CIRBF' means the Construction Industry Retirement Benefit Fund;

'Civil Engineering Industry' – see 'Industry';

'Council' means the Bargaining Council for the Civil Engineering Industry;

'CPI' means the consumer price index as published by STATS SA regarding inflation. For the purposes of this agreement, CPI is calculated by averaging the months of April, May and June of the applicable year;

'Cross border work' means work performed outside the borders of the Republic of South Africa;

'Employee' means –

- i.) Any person, excluding an independent contractor, who works for

LV \$ R. Masaka

another person or for the state and who receives, or is entitled to receive, any remuneration; and

- ii.) Any other person who in any manner assists in carrying on or conducting the business of an employer.

'Employer' means any person whosoever, including a temporary employment service as defined in section 198(1) of the Act, who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whosoever in any manner to assist him in the carrying on or conducting of his business;

'Emergency work' means any work which owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence, theft, a breakdown of plant, motor vehicles or machinery or a breakdown or threatened breakdown of structures, or any critical operational requirement, must be done without delay;

'Family responsibility leave cycle' means the period of 36 consecutive months' employment with the same employer immediately following:

- i) An employee's commencement of employment; or
- ii) The completion of that employee's prior family responsibility leave cycle;

'Hourly-rated employee' means an employee whose remuneration is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;

'Industry' means the Civil Engineering Industry in which employers (other than local authorities) and employees are associated for the purpose of carrying out work of a civil engineering character normally associated with the civil engineering sector and includes such work in connection with any one or more of the following activities:

- a. The construction of aerodrome runways or aprons; aqueducts, bins or bunkers; bridges, cable ducts, caissons; rafts or other marine structures; canals, cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements; housing or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine headgears; pipelines; piers; railways; reservoirs; river works; roads or streets;

L.V. \$ R. Masaka

- sewerage works; sewers; shafts or tunnels; silos; sports fields or grounds; swimming baths; viaducts or water treatment plants; and/or
- b. Excavation and bulk earthworks; bush clearing and de-stumping; topsoil stripping; drilling and blasting; preparation of bench areas, drilling pre-split holes, blasting and/or cast blasting; secondary blasting; loading, hauling and dumping of mineralized and/or waste material to waste dumps or processing plant feed (ROM pad) stockpiles; production dozing of top soil, inter burden or waste material; pumping and dewatering of storm and/or contaminated water, construction and maintenance of; access and haul roads; ramps; waste and processing plant feed (ROM pad) areas; safety beams; high walls; benches; storm water systems, catch drains, bund walls, surge dams; trimming, scaling or chain dragging of batters, heap-leach pads, tailings dams; dust suppression of loading areas, haul roads and dumping areas; rehabilitation of earth work areas or waste dumps; topsoil spreading, hydro-seeding and watering; and/or
- c. Excavation work or the construction of foundations, lift shafts, piling, retainings, stairwells, underground parking garages or other underground structures; and/or
- d. The asphaltting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes:-

- e. Any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and/or
- f. The making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in sub - clauses (a) to (f) inclusive;

but excluding:-

- i) Work in connection with any one or more of the activities specified in sub-clause (c) where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil

LV \$ R. N. Asoka

engineering character, is carried out by the employers erecting such structures;

- ii) Work in connection with any one or more of the activities specified in sub-clause (c) when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures;
- iii) Any work falling within the scope of any other industry, and
- iv) The Mining Industry which is defined as the industry where employers and employees are associated for the purpose, directly or indirectly, for the winning, extracting, processing and refining of a mineral in, on or under the earth or water or from any residue stockpile or residue deposit.

'Law' means all constitutions; statutes; regulations; by-laws; codes; ordinances, or instructions by any Governmental Body; and the common law, and 'laws' shall have a similar meaning;

'Limited duration contracts of employment' means a contract of employment whose duration is limited to the completion of a specified activity or the expiry of a specified period;

'Local authority' means a 'Municipality' as defined in the Local Government: Municipal Systems Act; 2000;

'Minister' means the Minister of Employment and Labour;

'Night Work' means work performed by an employee between 18:00 and 06:00 the following day;

'Ordinary hours of work' means hours worked other than overtime or time worked on Sundays or Public Holidays;

'Overtime' means the time that an employee works in a day or week, in excess of the hours ordinarily worked by an employee in such day or week, subject to the maximum ordinary hours prescribed in this agreement, but does not include work performed on a Sunday or a paid public holiday;

'Paid public holiday' means any day that is a public holiday in terms of the Public Holiday Act, 1994 (Act No. 36 of 1994);

'Pay' means payment of remuneration in cash, electronic transfer, by cheque or by other means;

LV \$ R. N. Asoka

'Permanent employee' means any employee who is not an employee employed in terms of a limited duration contract;

'Piece-work' means any system under which an employee's remuneration is based on the quantity of work done;

'Salaried employee' means an employee whose remuneration is calculated on a monthly basis notwithstanding the number of hours or days actually worked, who performs work generally understood to be that of a salaried employee.

'Self-propelled plant' means a power-driven or pedestrian-operated self-propelled vehicle, other than a motor vehicle, which is designed or adapted principally to perform with or without a towed attachment, one or more functions while moving, and may also perform such functions while standing still;

'Scheduled employee' means an employee whose minimum rate of pay is scheduled in the Wage and Task Grade Collective Agreement, irrespective of whether the employee is employed in terms of an exemption from this agreement or under conditions determined by the Council;

'Short-time' means a temporary reduction in the number of ordinary hours of work owing to vagaries of the weather, a slackness of trade, a shortage of materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of structures, or any unforeseen contingencies and/or circumstances beyond the control of the employer or a temporary reduction in the number of ordinary hours of work owing to riots, unrest or acts of terrorism or disorder, which directly affect the employer's ability to provide work;

'Spouse' means a life partner recognised in terms of the Marriage Act, 25 of 1961 as amended, or of a customary marriage in terms of the Recognition of Customary Marriages Act, 120 of 1998, or a civil union recognised in terms of the Civil Union Act of 2006;

'Stationary plant' means a power-driven device, whether or not mounted on a self-propelled or non-self-propelled vehicle, which is designed or adapted principally to perform one or more functions while standing still;

'Wage' means the gross hourly, daily, weekly or monthly remuneration to which a scheduled employee is entitled in terms of this agreement, in

LV \$ H. Masaka

respect of the employee's ordinary hours of work; provided that if an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that prescribed in the Wage and Task Grade Collective Agreement, it means such higher amount; provided further that such higher amount does not include allowances or entitlements.

2. CHAPTER 2 - REGULATION OF WORKING TIME

2.1 Weekly hours of ordinary work

An employee's ordinary hours of work may not exceed 45 hours in any week.

2.2. Daily hours of ordinary work

An employee's ordinary hours of work may not exceed:

- 2.2.1. Nine hours in any day, if the employee works for five days or fewer in a week; or
- 2.2.2. Eight hours in any day if the employee works on more than five days in a week.

2.3 Overtime

- 2.3.1. An employer may not require or permit an employee to work overtime except in accordance with an agreement.
- 2.3.2. An employer may not require an employee to work more than three hours' overtime per day or ten hours overtime in any week except by agreement with the employee and with the prior written authorisation of the Council.
- 2.3.3. Application for such authorisation must include a copy of the agreement between the employer and the employee which must provide for;
 - a) The estimated number of overtime hours to be worked;
 - b) Site where the hours will be worked;
 - c) Period of the overtime.

LV \$ R. N. Asoka

2.4 Meal intervals

2.4.1. An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that;

- a) Periods of work interrupted by such meal intervals of less than half an hour, except when the proviso in 2.4.1(d) below applies, shall be deemed to be continuous;
- b) If such meal interval is longer than one hour, any period more than one hour shall be deemed to be time worked;
- c) Only one meal interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- d) When, on any day, by reason of overtime work, an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to not less than fifteen minutes.
- e) A driver or an operator of self-propelled or stationary plant who during such interval does not work other than being or remaining in charge of a vehicle or such plant shall be deemed for the purposes of this sub-clause not to have worked during such interval.

2.5 Rest period

2.5.1. An employer shall allow an employee;

- a) A daily rest period of at least 12 consecutive hours between ending and recommencing work; and
- b) A weekly rest period of at least 36 consecutive hours, which, unless otherwise agreed, must include a Sunday.

2.5.2. A daily rest period in terms of clause 2.5.1 (a) above may, by written agreement, be reduced to 10 hours for an employee-

- a) who lives on the premises at which the workplace is situated; and
- b) whose meal interval lasts for at least three hours.

2.5.3. Despite sub clause 2.5.1(b) above, an agreement in writing may provide for–

- a) a rest period of at least 60 consecutive hours every two weeks, or
- b) an employee's weekly rest period to be reduced by up to eight hours in any week if the rest period in the following week is extended equivalently

2.6 Compressed working week

2.6.1. An agreement in writing between an employer and an employee may require an employee to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 2.4.1 above, without receiving overtime pay.

2.6.2. An agreement in terms of clause 2.6.1 above may not require or permit an employee to work:

- a) More than 45 ordinary hours of work in any week;
- b) More than ten hours' overtime in any week; or
- c) On more than five days in any week.

2.7 Averaging hours of work

2.7.1. Despite clauses 2.8 and 2.9 below, the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months in terms of a collective agreement.

2.7.2. An employer may not require or permit an employee who is bound by a collective agreement in terms of sub-clause 2.7.1 above to work more than:

- a) An average of 45 ordinary hours of work in a week over the agreed period;
- b) An average of five hours' overtime in a week over the agreed period.

2.7.3. A collective agreement in terms of sub-clause 2.7.1 above lapses after 12 months.

2.7.4. Sub-clause 2.7.3 above only applies to the first two collective agreements concluded in terms of sub-clause 2.7.1 above.

2.8 Payment for overtime

An employer shall pay an employee who works overtime at a rate of not less than one and a half times the ordinary wage in respect of the overtime referred to in this agreement; provided that any time worked on Sundays and paid public holidays shall be paid in accordance with the provisions of clauses 2.9 and 2.10 below.

2.9 Payment for work on a Sunday

2.9.1. Whenever an employee works on a Sunday, the employer shall either-

- a) If the employee works for a period not exceeding four hours, pay the employee not less than the daily wage, provided that if the employee works for a period exceeding four hours, the employee shall be paid at a rate of not less than double the ordinary wage in respect of the total period worked on such Sunday, or not less than double the daily wage, whichever is the greater; OR
- b) Pay the employee at a rate of not less than one and a third times the employee's ordinary wage rate in respect of the total period worked on such Sunday or, not less than one and a third times the daily wage, whichever the greater, and granting the employee within seven days of such Sunday one day's leave, which shall not constitute annual leave in terms of clause 3.1 and pay him or her in respect thereof not less than the daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday the employee shall be deemed to have worked for four hours.

2.10 Payment for public holidays

- 2.10.1. Subclause 2.10.4 shall not apply to an employee earning a wage more than the remuneration stipulated by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act from time to time.
- 2.10.2. An employer may not require an employee to work on a public holiday except in accordance with an agreement.
- 2.10.3. If a public holiday falls on a day which would otherwise be an ordinary working day for an employee, including periods of short time and lay-offs an employer must pay the employee;

lv \$ HONASA

- a) who does not work on the public holiday, at least the wage rate that the employee would ordinarily have received for work on that day;
 - b) who works on the public holiday, at least double the wage rate for the ordinary working hours of that day;
- 2.10.4. If an employee works on a public holiday which falls on a day which would otherwise not be an ordinary working day for the employee, an employer must pay the employee at least –
- a) The amount paid to the employee in respect of the time that the employee ordinarily works on a working day and in addition pays the employee –
 - b) The amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.
- 2.10.5. If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.
- 2.10.6. An employer must pay an employee for a public holiday on the employee's usual payday.

2.11 Night work

- 2.11.1. An employee performs night work if that employee works between 18:00 and 06:00 on the following day.
- 2.11.2. An employer may only require or permit an employee to perform night work if so agreed and if;
- a) The employee is compensated by the payment of an allowance, which may be a shift allowance, or by a reduction of working hours; and
 - b) Transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
- 2.11.3. An employer who requires an employee to work for a period of longer than one hour after 23:00 and before 06:00 the next day at least five times per month or 50 times per year; must;
- a) Inform the worker in writing, or orally if the employee is not able to understand a written communication, in a language that the employee

LV \$ R. Maseko

understands of any health and safety hazards associated with the work that the employee is required to perform; and of the employee's right to undergo a medical examination in terms of paragraph 2.11.3(b) below;

- b) At the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards before the employee starts, or within a reasonable period of the employee starting, such work and at appropriate intervals while the employee continues to perform such work.
- c) Transfer the employee to suitable day work within a reasonable time if the employee suffers from a health condition associated with the performance of night work and it is practical for the employer to do so.

2.11.4. A night work allowance of 9% will be paid to employees who perform night work.

2.11.5. The calculation of the night work allowance will be based on the employee's basic rate.

2.11.6. Current company arrangements with regard to night work allowance, that are more favourable, will not be affected.

2.12 Short time

Whenever the ordinary hours of work prescribed in Clause 2.2 are reduced on account of short-time, excluding short-time owing to inclement weather, a deduction may be made from the employee's wage not exceeding the amount of the employee's hourly wage in respect of each hour of such reduction provided that:

2.12.1. Such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work were reduced;

2.12.2. No deduction shall be made in the case of short-time arising from slackness of trade or shortage of raw materials, unless the employer has given the employee notice on the previous working day of the employer's intention to reduce the ordinary hours of work;

LV \$ H. Maseko

- 2.12.3. No deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or structures, in respect of the first two hours not worked, unless the employer has given the employee notice on the previous working day that no work would be available due to such breakdown.

2.13 Inclement weather

Whenever the ordinary hours of work prescribed in this agreement are reduced due to inclement weather then the employee will be paid the ordinary hours for the day. However, depending on circumstances, the employer may instruct the employees to remain on site until the employee is released by the employer.

3. CHAPTER 3 - REGULATION OF LEAVE

3.1 Annual leave

- 3.1.1. For the purpose of this clause the expression "employment" shall be deemed to include:
- a) Any period in respect of which an employer pays an employee in lieu of notice in terms of sub-clause 4.1.2;
 - b) Any period during which an employee is absent on sick leave in terms of clause 3.2.4 or owing to incapacity as defined in clause 3.2.9;
 - c) Any period during which an employee is absent at the instruction of the employer;
 - d) Any time during which an employee is required by the employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant.
- 3.1.2. An employer shall grant to an employee who has completed less than five continuous years' service and who has been in employment for longer than four months, fifteen working days leave on full pay in respect of each completed period of twelve months of employment accumulated at 1.25 days per month.

- 3.1.3. An employer shall grant an employee who has completed five or more continuous years of service with that employer eighteen working days leave on full pay in respect of each completed period of twelve months of employment, accumulated at 1.5 days per month.
- 3.1.4. Subject to sub-clauses 3.1.2 and 3.1.3 above, a minimum of 10 days shall be taken consecutively by an employee normally during the Civil Engineering Industry shutdown period and the remaining days shall be granted, subject to sub-clause 3.1.7 below, at a time agreed by the employee and the employer.
- 3.1.5. An employer shall grant an employee an additional day of paid leave for any public holiday that falls on a day during an employee's annual leave on which the employee would ordinarily have worked.
- 3.1.6. If the leave prescribed in sub-clauses 3.1.2 and 3.1.3 above has not been granted and taken earlier, it shall, save as provided in sub-clause 3.1.8, be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months, provided that the period of leave shall not be concurrent with:
- a) Sick leave granted in terms of clause 3.2 or with absence from work owing to incapacity in circumstances where the employee is entitled to his/her full wages in terms of any other law or in terms of any fund of which the employee is a member, amounting in the aggregate to not more than 12 days in any one period of 12 months;
 - b) Any period during which the employee is under notice of termination of employment in terms of clause 4.1.
- 3.1.7. At the written request of the employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment, provided that the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates, and the date of receipt of the request is endorsed

LV \$ R. Masaka

over the employee's signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

- 3.1.8. The leave referred to in sub-clause 3.1.7 shall be granted and be taken at a time to be fixed by the employer, and the provisos to sub-clause 3.1.6 shall apply to such leave.
- 3.1.9. The remuneration in respect of leave granted in terms of this clause shall be paid not later than the last workday before the date of commencement of such leave and shall be calculated at the employee's wage rate on the days that the leave is taken.
- 3.1.10. Upon termination of employment the employer shall pay the employee in lieu of any accrued leave owing to the employee, at the wage rate applicable on the last day of employment.
- 3.1.11. Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close the establishment, or a portion of the establishment, for 14 consecutive days, plus an additional day for each paid public holiday which falls on a day during such period on which the employee would ordinarily have worked.
- 3.1.12. An employee who as at the date of the closing of an establishment or the portion thereof in which he or she is employed, is not entitled to the full period of annual leave prescribed in terms of sub-clauses 3.1.2 and 3.1.3 above shall be paid the leave accrued as at the date of such closure, and for the purposes of annual leave thereafter the employee's employment anniversary shall be the date of such closing of the establishment or portion of the establishment, as the case may be.

3.2 Sick leave

The following definitions apply to this clause:

- 3.2.1 "Employment" shall be deemed to include any period during which an employee is absent on leave in terms of clause 3.1 or on the instructions or at the request of his/her employer or on sick leave in terms of this clause amounting in the aggregate in any period of 12 months to not more than 10 weeks, or due to the employee not being required to work

LV \$ HONASA

because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant;

- 3.2.2 "Incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct - Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.
- 3.2.3 "Sick leave cycle" means the period of 36 consecutive months' employment with the same employer immediately following:
- a) An employee's commencement of employment; or
 - b) The completion of that employee's prior sick leave cycle.
- 3.2.4 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 3.2.5 Despite sub-clause 3.2.4, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- 3.2.6 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause 3.2.4 by the number of days sick leave taken in terms of sub-clause 3.2.5.
- 3.2.7 Subject to sub-clause 3.2.14 below, an employer must pay an employee for each day's sick leave the wage the employee would ordinarily have received for work on such days, payable on the employee's usual payday.
- 3.2.8 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this clause if-
- a) The number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - b) The employee's entitlement to pay for any day's sick leave is at least 75 percent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and;

lv \$ H. Masaka

- c) for sick leave over the sick leave cycle, the employee's entitlement for sick leave is at least equivalent to the employee's entitlement in terms of sub-clause 3.2.4.
- 3.2.9 If, in the first 36 months of employment, an employee is absent owing to incapacity for a period more than the sick leave accrued in terms of sub-clause 3.2.4 the employer shall not, at that stage, be required to affect any payment in respect of the excess sick leave taken.
- 3.2.10 However, if the employer has not previously done so, he or she shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wages for the full period of incapacity, up to the maximum of 36 work days. Such compensation shall be affected at the employee's wage rate as at the commencement of the unpaid period of incapacity.
- 3.2.11 Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from the employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of incapacity, but not exceeding payment at a rate of more than one work-day's wage for each completed 26 days worked, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving as at the commencement of incapacity.
- 3.2.12 Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.
- 3.2.13 No unused sick leave may be accrued from one cycle to another.
- 3.2.14 An employer may, as a condition precedent to the payment of any amount claimed in terms of this clause by an employee in respect of any absence from work for more than three consecutive work-days or on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid holiday, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, if an employee has, during any period

lv \$ R. Masaka

of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, the employer may, during the period of eight weeks immediately succeeding the last such occasion, require the production of such certificate in respect of any absence. Furthermore, an employer may require an employee to obtain a certificate issued by a medical practitioner nominated by the employer but at the employer's expense in order to satisfy the requirements of this clause.

3.3 Maternity leave

- 3.3.1 An employee is entitled to at least four consecutive months' maternity leave. During the maternity leave period, the benefit payable by the employer will be in the form of a top-up amount which equates to the difference between the UIF maternity benefit and what the employee would normally have earned in the equivalent pay period for a period of 4 months, provided she has been continuously in service for two years before the expected date of birth and must remain in service for 1 year after birth. The employer shall assist an employee on early application of UIF.
- 3.3.2 An employee may commence maternity leave:
- a) At any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - b) On a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 3.3.3 No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 3.3.4 An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- 3.3.5 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to:
- a) Commence maternity leave, and
 - b) Return to work after maternity leave.

- 3.3.6 Notification in terms of sub-clause 3.3.5 must be given-
- a) At least four weeks before the employee intends to commence maternity leave;
 - b) If it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 3.3.7 Protection of employees before and after birth of a child;
- a) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child.
 - b) During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if it is practical for the employer to do so.
- 3.4 Family responsibility leave**
- 3.4.1 This clause applies to an employee:
- a) who has been in employment with an employer for longer than four months; and
 - b) who works for at least four days a week for that employer.
- 3.4.2 Subject to sub-clause 3.4.1 an employee is entitled to 12 (twelve) days paid family responsibility leave in the employee's Family Responsibility Leave Cycle. However, an employee may not take more than 4 (four) days family responsibility leave in the first 12 (twelve) months of employment. An employee is entitled to take family responsibility leave at the request of the employee-
- a) When the employee's child or spouse is sick; or
 - b) In the event of the death of –
 - i) the employee's spouse or life partner; or
 - ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 3.4.3 Subject to sub-clause 3.4.5, an employer must pay an employee for a day's family responsibility leave;

LV \$ HONASA

- a) the wage the employee would ordinarily have received for work on that day; and
 - b) on the employee's usual payday.
- 3.4.4 An employee may take family responsibility leave in respect of the whole or part of a day.
- 3.4.5 Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause 3.4.2 for which the leave was required.
- 3.4.6 An employee's unused entitlement to leave in terms of this clause lapses at the end of the employee's Family Responsibility Leave cycle in which it accrues.

3.5 Parental leave

- 3.5.1 An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave.
- 3.5.2 An employee may commence parental leave on –
 - a) the day that the employee's child is born; or
 - b) the date –
 - i) that the adoption order is granted; or
 - ii) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first.
- 3.5.3 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
 - a) commence parental leave; and
 - b) return to work after parental leave.
- 3.5.4 Notification in terms of subsection 3.5.3 must be given –
 - a) at least one month before the –
 - i) employee's child is expected to be born; or
 - ii) date referred to in subsection 3.5.2(b); or
 - b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

- 3.5.5 The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

4 CHAPTER 4 - REGULATIONS FOR CONTRACT OF EMPLOYMENT

4.1 Termination of contract of employment

- 4.1.1 An employer or an employee, who wishes to terminate the contract of employment, shall give notice of termination of not less than:
- a) One week, if the employee has been employed for six months or less;
 - b) Two weeks, if the employee has been employed for more than six months but not more than one year;
 - c) Four weeks, if the employee has been employed for more than one year.
- 4.1.2 An employer may terminate a contract without notice by paying the employee, in lieu of such notice, not less than the remuneration the employee would have received, in terms of sub-clause 4.1.1 above, if the employee had worked during the notice period,
- 4.1.3 The provisions of sub-clause 4.1.2 above shall not affect the operation of any forfeitures or penalties that by law may be applicable in respect of an employee who is absent without leave or has absconded or deserted.
- 4.1.4 Where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the employer is obliged to pay the employee in lieu of notice as if no reduction has been made in respect of short-time.
- 4.1.5 The notice prescribed in sub-clause 4.1.1 may be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence-
- a) on leave in terms of clause 3.1
 - b) on sick leave in terms of clause 3.2
 - c) owing to incapacity as defined in 3.2 above amounting in the aggregate to not more than 10 weeks in any period of 12 months.

4.2 Certificate of service

4.2.1 On termination of employment, an employee is entitled to a certificate of service substantially in the form of APPENDIX "A" stating;

- a) The employee's full name;
- b) The name and address of the employer;
- c) The date of commencement and date of termination of employment;
- d) The title of the job or a brief description of the work for which the employee was employed at date of termination;
- e) The remuneration at date of termination; and
- f) If the employee so requests, the reason for termination of employment.

4.3 Piece work

4.3.1 An employer may, after giving at least one week's notice to an employee, introduce a piece work system and, save as provided for in clause 6.4.1 of this agreement, such employer shall pay such employee at the rate applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than, in respect of each week in which such piece-work is performed, the amount which the employer would have been required to pay such employee for that week had the employee been remunerated on the basis of time worked.

4.3.2 An employer shall keep a schedule of the rates referred to in sub-clause 4.3.1 above in a conspicuous place in the establishment.

4.3.3 An employer who intends to cancel or amend the piece-work system in operation, or the rates applicable there under, shall give the employee employed on such system not less than one week's notice of such intention: Provided that an employer and the employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

4.4 Prohibition of employment

4.4.1 An employer shall not employ any person under the age of 15 years or a person aged 15 years or older who is under the minimum school leaving age in terms of any law.

J.V. \$ R. Masoko

4.4.2 An employer shall not employ a such person in employment that is inappropriate for a person of that age or that places at risk the child's such person well-being, education, physical or mental health or spiritual, moral or social development.

4.4.3 All forced labour is prohibited.

4.5 Severance Pay

4.5.1 For the purpose of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of any employer.

4.5.2 An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer for the first eight years of service, and, two weeks remuneration for every completed year of continuous service from year nine onwards by that employee, calculated in accordance with clause 6.1 of this agreement. Current company arrangements in regard to severance pay, that are more favourable, will not be affected by this sub-clause.

4.5.3 An employee who unreasonably refuses to accept the employer's offer of alternate employment with that employer or any other employer is not entitled to severance pay in terms of sub-clause 4.5.2 above.

4.5.4 The payment of severance pay in compliance with this clause does not affect an employee's right to any other amount payable according to law.

4.5.5 Notification to the Council:

a) An employer must notify the Council when contemplating termination of employment of one or more employees for reasons related to its operational requirements.

b) Once the affected employee/s services have been terminated, the employer must, within 30 days of such termination, inform the bargaining council, in writing, of the number and occupational categories of the employee/s that have been retrenched

4.5.6 On completion of a limited duration contract the employer shall pay the employee a completion gratuity of one week's basic wages per completed year of service.

lv \$ H. Masoko

4.6 Funeral cover for limited duration contract employees

- 4.6.1 All employers must, whether independently or with other employers, provide funeral benefit cover through an approved and registered policy or scheme in favour of their limited duration employees and implement such benefit at the date of coming into operation of this agreement
- 4.6.2 The rules for the funeral benefit policy or scheme shall compel both employers and employees to contribute equally in respect of the monthly premiums of the policy or scheme.
- 4.6.3 In the event of the death of a limited duration employee, his or her spouse, or, his or her children, a benefit in the form of a lump sum cash payment must be provided, the value of which must be not less than in accordance with the table below or as determined by the council from time to time:
- a) Member and spouse R 15 000.00;
 - b) Children 14 years to 21 years: R 15 000.00;
 - c) Children 6 years and older but younger than 14 years: R 11 250.00;
 - d) Children 1 year and older but younger than 6 years: R 7 500.00; and
 - e) Children younger than 1 year or stillborn: R 1 500.00
- 4.6.4 In the event of the limited duration contract of employment of an individual employee coming to an end, the funeral benefit cover will automatically lapse, and the employee will have no claim against the policy or scheme in the event of a subsequent death as is provided herein above.

4.7 Temporary employment, limited duration contract of employment ("LDC") and part-time employment**4.7A Application of section 198 of the Labour Relations Act 66 of 1995 to employees earning below earnings threshold**

- 4.7.1(A) In this section, a "temporary service" means work for a client by an employee-
- (a) for a period not exceeding three months;
 - (b) as a substitute for an employee of the client who is temporarily absent;
- or

LV  

- (c) in a category of work and for any period of time which is determined to be a temporary service by a collective agreement concluded in a bargaining council, a sectoral determination or a notice published by the Minister, in accordance with the provisions of sub-clauses 4.7.6(A) to 4.7.8(A).
- 4.7.2(A) This section does not apply to employees earning in excess of the threshold prescribed by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act.
- 4.7.3(A) For the purposes of this agreement, an employee-
 - (a) performing a temporary service as contemplated in sub-clause 4.7.1(A) for the client is the employee of the temporary employment services in terms of section 198(2) of the Act; or
 - (b) not performing such temporary service for the client is-
 - (i) deemed to be the employee of that client and the client is deemed to be the employer; and
 - (ii) subject to the provisions of clause 4.7B, employed on an indefinite basis by the client.
- 4.7.4 (A) The termination by the temporary employment services of an employee's service with a client, whether at the instance of the temporary employment service or the client, for the purpose of avoiding the operation of sub-clause 4.7.3(A) (b) or because the employee exercised a right in terms of the Act, is a dismissal.
- 4.7.5 (A) An employee deemed to be an employee of the client in terms of sub-clause 4.7.3(A) (b) must be treated on the whole not less favourably than an employee of the client performing the same or similar work, unless there is a justifiable reason for different treatment.
- 4.7.6(A) The Minister must by notice in the Government Gazette invite representations from the public on which categories of work should be deemed to be temporary service by notice issued by the Minister in terms of sub-clause 4.7.1(A) (c).
- 4.7.7(A) The Minister must consult with NEDLAC before publishing a notice or a provision in a sectoral determination contemplated in sub-clause 4.7.1(A) (c).

lv \$ R. Maseko

4.7.8(A) If there is conflict between a collective agreement concluded in a bargaining council, a sectoral determination or a notice by the Minister contemplated in sub-clause 4.7.1(A) (c) -

- (a) the collective agreement takes precedence over a sectoral determination or notice; and
- (b) the notice takes precedence over the sectoral determination.

4.7.9(A) Employees contemplated in this section, whose services were procured for or provided to a client by a temporary employment service in terms of section 198 (1) of the Act before the commencement of the Labour Relations Amendment Act, 2014, acquire the rights contemplated in sub-clauses 4.7.3(A), 4.7.4(A) and 4.7.5(A) with effect from three months after the commencement of the Labour Relations Amendment Act, 2014.

4.7B Fixed-term contracts with employees earning below earnings threshold

4.7.1(B) For the purpose of this section, a "fixed-term contract" means a contract of employment that terminates on-

- (a) the occurrence of a specified event;
- (b) the completion of a specified task or project; or
- (c) a fixed date, other than an employee's normal or agreed retirement age, subject to sub-clause 4.7.3(B).

4.7.2(B) This section does not apply to-

- (a) employees earning in excess of the threshold prescribed by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act;
- (b) an employer that employs less than 10 employees, or that employs less than 50 employees and whose business has been in operation for less than two years, unless-
 - (i) the employer conducts more than one business; or
 - (ii) the business was formed by the division or dissolution for any reason of an existing business; and

- (c) an employee employed in terms of a fixed term contract which is permitted by any statute, sectoral determination or collective agreement.
- 4.7.3(B) An employer may employ an employee on a fixed-term contract or successive fixed-term contracts for longer than three months of employment only if-
- (a) the nature of the work for which the employee is employed is of a limited or definite duration; or
 - (b) the employer can demonstrate any other justifiable reason for fixing the term of the contract.
- 4.7.4(B) Without limiting the generality of sub-clause 4.7.3(B), the conclusion of a fixed-term contract will be justified if the employee-
- (a) is replacing another employee who is temporarily absent from work;
 - (b) is employed on account of a temporary increase in the volume of work which is not expected to endure beyond 12 months;
 - (c) is a student or recent graduate who is employed for the purpose of being trained or gaining work experience in order to enter a job or profession;
 - (d) is employed to work exclusively on a specific project that has a limited or defined duration;
 - (e) is a non-citizen who has been granted a work permit for a defined period;
 - (f) is employed to perform seasonal work;
 - (g) is employed for the purpose of an official public works scheme or similar public job creation scheme;
 - (h) is employed in a position which is funded by an external source for a limited period; or
 - (i) has reached the normal or agreed retirement age applicable in the employer's business.
- 4.7.5(B) Employment in terms of a fixed-term contract concluded or renewed in contravention of sub-clause 4.7.3(B) is deemed to be of indefinite duration.

- 4.7.6(B) An offer to employ an employee on a fixed-term contract or to renew or extend a fixed-term contract, must-
- (a) be in writing; and
 - (b) state the reasons contemplated in sub-clause 4.7.3(B) (a) or (b).
- 4.7.7(B) If it is relevant in any proceedings, an employer must prove that there was a justifiable reason for fixing the term of the contract as contemplated in sub-clause 4.7.3(B) and that the term was agreed.
- 4.7.8(B) (a) An employee employed in terms of a fixed-term contract for longer than three months must not be treated less favourably than an employee employed on a permanent basis performing the same or similar work, unless there is a justifiable reason for different treatment.
- (b) Paragraph (a) applies, three months after the commencement of the Labour Relations Amendment Act, 2014, to fixed-term contracts of employment entered into before the commencement of the Labour Relations Amendment Act, 2014.
- 4.7.9(B) As from the commencement of the Labour Relations Amendment Act, 2014, an employer must provide an employee employed in terms of a fixed-term contract and an employee employed on a permanent basis with equal access to opportunities to apply for vacancies.
- 4.7.10(B) An employer who employs an employee in terms of a fixed-term contract for a reason contemplated in sub-clause 4.7.4(B) (d) would be required to pay the employee on expiry of the contract a completion gratuity of one week's basic wages per completed year of service as referred to in clause 4.5.6.
- 4.7.11(B) An employee is not entitled to payment in terms of sub-clause 4.7.10(B) if, prior to the expiry of the fixed-term contract, the employer offers the employee employment or procures employment for the employee with a different employer, which commences at the expiry of the contract and on the same or similar terms.

4.7C Part-time employment of employees earning below earnings threshold**4.7.1(C) For the purpose of this clause-**

- (a) a part-time employee is an employee who is remunerated wholly or partly by reference to the time that the employee works and who works less hours than a comparable full-time employee; and
- (b) a comparable full-time employee -
 - (i) is an employee who is remunerated wholly or partly by reference to the time that the employee works and who is identifiable as a full-time employee in terms of the custom and practice of the employer of that employee; and
 - (ii) does not include a full-time employee whose hours of work are temporarily reduced for operational requirements as a result of an agreement.

4.7.2(C) This clause does not apply-

- (a) to employees earning in excess of the threshold determined by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act;
- (b) to an employer that employs less than 10 employees or that employs less than 50 employees and whose business has been in operation for less than two years, unless-
 - (i) the employer conducts more than one business; or
 - (ii) the business was formed by the division or dissolution, for any reason, of an existing business;
- (c) to an employee who ordinarily works less than 24 hours a month for an employer; and
- (d) during an employee's first three months of continuous employment with an employer.

4.7.3(C) Taking into account the working hours of a part-time employee, irrespective of when the part-time employee was employed, an employer must-

- (a) treat a part-time employee on the whole not less favourably than a comparable full-time employee doing the same or similar work, unless there is a justifiable reason for different treatment; and

- (b) provide a part-time employee with access to training and skills development on the whole not less favourable than the access applicable to a comparable full-time employee.
- 4.7.4(C) Sub-clause 4.7.3(C) applies, three months after the commencement of the Labour Relations Amendment Act, 2014, to part-time employees employed before the commencement of the Labour Relations Amendment Act, 2014.
- 4.7.5(C) After the commencement of the Labour Relations Amendment Act, 2014, an employer must provide a part-time employee with the same access to opportunities to apply for vacancies as it provides to full-time employees.
- 4.7.6(C) For the purposes of identifying a comparable full-time employee, regard must be had to a full-time employee employed by the employer on the same type of employment relationship who performs the same or similar work-
 - (a) in the same workplace as the part-time employee; or
 - (b) if there is no comparable full-time employee who works in the same workplace, a comparable full-time employee employed by the employer in any other workplace.

4.7D General provisions applicable to clauses 4.7A to 4.7C.-

- 4.7.1(D) Any dispute arising from the interpretation or application of clauses 4.7A, 4.7B and 4.7C may be referred to the Council for conciliation and, if not resolved, to arbitration.
- 4.7.2(D) For the purposes of clauses 4.7.5(A), 4.7.8(B) and 4.7.3(C) (a), a justifiable reason includes that the different treatment is a result of the application of a system that takes into account-
 - (a) seniority, experience or length of service;
 - (b) merit;
 - (c) the quality or quantity of work performed; or
 - (d) any other criteria of a similar nature,and such reason is not prohibited by section 6 (1) of the Employment Equity Act, 1998 (Act No. 55 of 1998).

- 4.7.3(D) A party to a dispute contemplated in sub-clause 4.7.1(D), other than a dispute about a dismissal in terms of clause 4.7.4(A), may refer the dispute, in writing, to the Council, within six months after the act or omission concerned.
- 4.7.4(D) The party that refers a dispute must satisfy the Council that a copy of the referral has been served on every party to the dispute.
- 4.7.5(D) If the dispute remains unresolved after conciliation, a party to the dispute may refer it to the Council for arbitration within 90 days.
- 4.7.6(D) The Council may at any time, permit a party that shows good cause to, refer a dispute after the relevant time limit set out in sub-clauses 4.7.3(D) or 4.7.5(D).

4.8 Medical aid

- 4.8.1 Every employer shall ensure that adequate measures are in operation to facilitate voluntary membership of BCIMA ("Building and Construction Industry Medical Aid") to all their permanent employees, provided:
- 4.8.2 Where an employee elects to become a member the employer contribution will be compulsory.
- 4.8.3 The employer and employees shall contribute equally, and the contributions shall be as per the "Contribution Schedule for all Hourly Paid Employee Members" issued annually by BCIMA,
- 4.8.4 Employees who decide not to join the BCIMA will not be entitled to the cash value of the company contribution,
- 4.8.5 Employees who want to join the BCIMA may do so only from 1 January of any particular year and must remain a member of BCIMA at least until 31 December of that particular year,
- 4.8.6 Employees who leave the employ of his/her employer, or whose employment is terminated for whatsoever reason (including dismissal for misconduct), or whose contract comes to completion (for instance at retirement), may decide to continue his/her membership with BCIMA at his/her own cost,

LV \$ R. N. Asoka

- 4.8.7 The dependents of a deceased member may decide to continue their membership with BCIMA at their own cost and subject to the rules of the fund,
- 4.8.8 The submission of an account, statement or claim to the fund is the sole responsibility of the member employee,
- 4.8.9 The lodging of complaints with -, disputes against or any correspondence with BCIMA is the sole responsibility of the member employee,
- 4.8.10 Where the contribution for an individual is higher than the set contribution as per the "Contribution Schedule for all Hourly Paid Employee Members" issued annually by BCIMA, irrespective of the reason for the increased contribution, then the employer will only contribute 50% of the set contribution,
- 4.8.11 Any increase in contributions will not result in an increase in remuneration,
- 4.8.12 The provisions of this clause shall not apply to employees employed in companies where a medical aid scheme is in place for them.

5 CHAPTER 5 - REGULATION REGARDING REGISTERS AND THE CONDITIONS OF EMPLOYMENT AGREEMENT

5.1 Attendance register

- 5.1.1 Every employer must keep a record containing at least the following information:
 - a) The employee's name and occupation
 - b) The time worked by each employee
 - c) The wage rate paid to each employee
 - d) The date of birth of any employee under the age of 18 years of age; and
 - e) Any other prescribed information
- 5.1.2 A record in terms of sub-clause 5.1.1 above must be kept by the employer for a period of three years from the date of the last entry in the record.
- 5.1.3 An employer who keeps a record in terms of this section is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

LV \$ FROBESKO

5.2 Written particulars of employment

5.2.1 An employer must supply an employee with a contract of employment when the employee commences employment, in which with the following particulars are included;

- a) The full name and address of the employer;
- b) The name and occupation of the employee, or a brief description of the work for which the employee is employed;
- c) The place of work, and, where the employee is required or permitted to work at various places, an indication of this;
- d) The date of employment;
- e) The employee's ordinary hours of work and days of work;
- f) The employee's wage rate and method of calculating wages;
- g) The rate of pay for overtime work;
- h) Any other remuneration that the employee is entitled to and the value of the payment in kind;
- i) Any payment in kind that the employee is entitled to and the value of the payment in kind;
- j) How frequently remuneration will be paid;
- k) Any deductions to be made from the employee's remuneration;
- l) The leave to which the employee is entitled;
- m) The period of notice required to terminate employment, or if employment is on an LDC, the date on which employment will be terminated or the specific event that will result in the termination of employment.
- n) Any period of employment with a previous employer that is to be included in the employee's period of employment;
- o) A list of any other documents that form part of the contract of employment, indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.

5.2.2 When any matter listed in sub-clause 5.2.1 above changes-

lv \$ R. Masaka

- a) the contract of employment must be revised to reflect the change; and
- b) the employee must be supplied with a copy of the document reflecting the change.

5.2.3 If an employee is not able to understand the contract of employment, the employer must ensure that it is explained to the employee in a language and in a manner that the employee understands.

5.2.4 The employer must keep the contract of employment in terms of this clause for a period of 3 years after termination of employment.

5.3 Displaying this agreement in the workplace

5.3.1 Every employer must –

- a) Display a notice in a prominent position in the workplace informing employees of the availability of this agreement for their perusal.
- b) Make a copy of this agreement available to any employee for inspection.
- c) On request, a copy of this agreement is to be made available to the trade union representative.

6 CHAPTER 6 - REMUNERATION AND RECORD KEEPING

6.1 Calculation of wages

6.1.1 The hourly wage of an employee shall be the weekly wage divided by the number of ordinary hours of work for such employee in any week;

6.1.2 The daily wage of an employee shall be the hourly wage multiplied by –

- a) Nine, in the case of an employee who works a five-day week;
- b) Seven and half, in the case of any other employee;

6.1.3 The weekly wage of an employee shall be the hourly wage multiplied by the number of ordinary hours of work for such employee in any week;

6.1.4 The monthly wage of an employee shall be four and one third times the weekly wage.

6.1.5 Remuneration shall be paid;

- a) in South African currency;

- b) daily, weekly, fortnightly or monthly;
 - c) in cash, by cheque or by direct deposit into an account designated by the employee.
- 6.1.6 Any remuneration paid in cash or by cheque must be given to each employee-
 - a) at the workplace or at a place agreed to by the employee;
 - b) during the employees working hours or within 15 minutes of the commencement or the conclusion of those hours; and
 - c) in a sealed envelope which then becomes property of the employee.
- 6.1.7 An employer must pay remuneration not later than seven days after –
 - a) the completion of the period for which the remuneration is payable; or
 - b) the termination of the contract of employment.
- 6.1.8 Sub-clause 6.1.7(b) above does not apply to any amount due to an employee by the CIRBF.

6.2 Information about remuneration

- 6.2.1 An employer must give an employee the following information in writing on each day the employee is paid:
 - a) The employer's name and address;
 - b) The employee's name and occupation;
 - c) The period for which the payment is made;
 - d) The employee's remuneration in money;
 - e) The amount and purpose of any deduction made from the remuneration;
 - f) The actual amount paid to the employee; and
 - g) If relevant to the calculation of that employee's remuneration –
 - (i) the employee's rate of remuneration and overtime rate;
 - (ii) the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;
 - (iii) the number of hours worked by the employee on a Sunday or public holiday during that period; and
 - (iv) if an agreement to average working time has been concluded in terms of section 12, the total number of ordinary and overtime

lv \$ H. Masaka

hours worked by the employee in the period of averaging.

6.2.2 The written information required in terms of sub-clause (1) must be given to each employee —

- a) at the workplace or at a place agreed to by the employee; and
- b) during the employee's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours.

6.3 Payment of remuneration upon termination of employment

6.3.1 If the employment of an employee terminates on a date before the ordinary pay day, all remuneration owing in terms of this agreement must be paid to the employee —

- a) within seven days of the date that employment terminates; or
- b) if the employer and an employee have agreed to a notice period longer than the period contemplated in this agreement, within seven days of the last day of the notice period.

6.4 Deductions from wages - general;

6.4.1 An employer may not make any deduction from an employee's remuneration, unless-

- a) Subject to sub-clause 6.4.2 below, the employee, by written agreement, consents to the deduction in respect of a debt which must be specified in the agreement; or
- b) The deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.

6.4.2 A deduction in terms of sub-clause 6.4.1(a) above may be made to reimburse an employer for loss or damage only if:

- a) The loss or damage only occurred in the course of employment and was due to the fault of the employee
- b) The employer has followed fair procedure and has given the employee a reasonable opportunity to show why the deductions should not be made

- c) The total amount of debt does not exceed the actual amount of the loss or damage, and;
 - d) The total deductions from the employee's remuneration in terms of this subsection do not exceed one quarter of the employees' remuneration in money.
- 6.4.3 An agreement in terms of sub-clause 6.4.1(a) in respect of any goods purchased by the employee must specify the nature and quantities of the goods
- 6.4.3 An employer who deducts an amount from an employee's remuneration in terms of sub-clause 6.4.1 for payment to another person must pay the amount to the person in accordance with the time period and other requirements specified in the agreement, law, court order or arbitration award.
- 6.4.4 An employer may not require or permit an employee to –
 - a) Repay any remuneration except for any amount paid in error for overpayments previously made by the employer resulting from an error in calculating the employees' remuneration; or –
 - b) Acknowledge receipt of an amount greater than the remuneration actually received.
- 6.5 Deductions from wages - trade union subscriptions**
- 6.5.1 An employer must deduct subscriptions for membership of a trade union party to the Council from the wages of an employee that consents in writing to the deduction.
- 6.5.2 The subscriptions deducted must be paid to the trade union concerned by the 15th of the month following the month to which the subscriptions relate. The payment to the relevant trade union must include the following details in respect of each employee that is a member of that trade union:
 - a) Name of employer and division or site at which the employee is employed
 - b) Full name;
 - c) Identity number, if available;
 - d) Amount deducted; and
 - e) The period to which the subscriptions relate.

LV \$ R. Maseko

6.6 Deductions from wages – training

An employer may not accept or charge a premium for the training of employees.

6.7 Year-end bonus

Subject to the provisions of this sub-clause, an employer must pay an employee an annual bonus as follows:

6.7.1 20 working days' pay**6.7.2** Where existing agreements provide for bonuses in excess of that provided for in sub-clause 6.7.1 above, such existing agreements shall prevail.**6.7.3** An employee who is employed in a year in which a bonus amount is to be paid and who has been continuously so employed for at least 3 months, but for less than one full year, shall be entitled to a pro rata bonus payment.**6.7.4** An employee whose employment is terminated through no fault of his or her own, through retrenchment, retirement, disability, or death, shall be entitled to a pro rata bonus payment.**6.7.5** No bonus payment shall be made to employees whose employment was terminated by reason of misconduct.**6.7.6** Year-end (annual) bonus will not accrue to an employee for any unauthorised absence.**6.7.7** Calculation of accrual reduction upon unauthorised absenteeism –

(Example: an employee is absent without authorisation for 5 days and works 9 ordinary hours on 5 days per week:

a) 5 days x 9 hours = 45 hours

b) bonus: (235 working days x 9 hours) = 2115 total hours

c) bonus accrual factor: 180 hours / 2155 total hours = 0.085 (bonus accrual per hour worked)

d) 45 hours (see clause 6.7.7(a)) x 0.085 (accrual factor) = 3.825 hours

e) task grade 1: R39.81 x 3.825 hours = R152.27 (bonus reduction amount)

LV \$ Raseka

6.8 Cross border work allowance

- 6.8.1** An employer may only require or permit an employee to perform cross border work if so agreed in writing, provided that;
- a) The employer pays the employee an allowance as provided for in clause 6.9.2 below.
 - b) The employer must ensure that the terms of the agreement are not less favourable than the conditions of employment as regulated by the provisions of this agreement or any law that is applicable in the Republic of South Africa; and
 - c) The employer must ensure that the terms of the agreement and conditions of work are not less favourable than the same employee would enjoy if working in South Africa.
 - d) In the event where an employee is employed for a period of more than 12 months in another country, the employer must have an agreement with the Compensation Commissioner in terms of section 23(1)(c) of the Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- 6.8.2** An employer who requires an employee to perform work outside the borders of the Republic of South Africa must inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee reasonably understands-
- a) of any health and safety hazards associated with that country that the employee is expected to be deployed to; and
 - b) of the employee's right to undergo a medical examination in terms of sub-clause 6.8.3;
- 6.8.3** At the request of the employee, enable the employee to undergo a medical examination, at the expense of the employer, concerning those hazards-
- a) Before the employee departs, or within a reasonable period;
 - b) At appropriate intervals while the employee continues to perform such work.
- 6.8.4** Transfer the employee to a suitable country within a reasonable time if-

LV \$ R. Masaka

- a) The employee suffers from a health condition associated with the country in which the employee is working; and
- b) It is practicable for the employer to do so.

6.9 Allowances

6.9.1 Living out allowance

- a) A living out allowance whilst on the assignment, will be paid as set out below to employees who are required to work and live away from their usual place of residence and where no accommodation is provided by the employer. These amounts are set out as follows:

Year 1	Year 2	Year 3
Living out allowance from date determined by the Minister, up to 31 August 2022	Living out allowance as from 01 September 2022 to 31 August 2023	Living out allowance as from 01 September 2023 to 31 August 2024
R1 000	R1 100-00	R1 200-00

- b) A living out allowance is not payable to employees recruited at the site or who present themselves for employment at that specific site.
- c) Any other allowance paid for the same purpose is deemed to be a Living Out allowance as defined.

6.9.2 Cross border allowance

- a) A cross border allowance of 7% will be paid to employees assigned to cross border projects calculated on the basic rate of pay for ordinary hours worked.

6.9.3 Sleep out allowance

- a) A sleep out allowance will be paid to employees who spend at least a night away from their usual site on authorised company business and only in the event that the employer is not providing accommodation

during this period away from their usual site. These amounts are set out as follows:

Year 1	Year 2	Year 3
Sleep Out Allowance from the date determined by the Minister, up to 31 August 2022	Sleep Out Allowance as from 01 September 2022 to 31 August 2023	Sleep Out Allowance from 01 September 2023 to 31 August 2024
R180	R180 + CPI	Year 2 amount + CPI

6.9.4 Transport

Transport is to be provided by the employer to employees between the office of the employer where the employee was employed and the project during pay and/or long weekends where applicable.

6.9.5 Acting allowance

An acting allowance of 5% of the employee's current basic rate must be paid to an employee while the employee is acting in a position higher than the employee's current job grade.

6.9.6 General

- a) None of the above-mentioned issues, or allowances of a similar nature, may be the subject of company level negotiations.
- b) Current company arrangements that are more favourable will not be affected.

LV \$ H. N. Seta

7 CHAPTER 7 - GENERAL

7.1 Exemptions

- 7.1.1 Any person bound by this agreement may apply to the Council's Independent Exemptions Committee for an exemption from any provision of this agreement in the manner provided for in the Exemptions Collective Agreement.
- 7.1.2 Any person may lodge an appeal against the decision of the Independent Exemptions Committee to the Independent Appeal Board in the manner provided for in the Exemptions Collective Agreement.

7.2 Protective clothing

- 7.2.1 An employer shall supply and maintain in serviceable condition, free of charge, any protective clothing that the employer requires the employee to wear, or that by any law the employer is compelled to provide to the employee, and any such protective clothing shall remain the property of the employer.

7.3 Designated agents

- 7.3.1 The Council must appoint one or more persons as designated agents to enforce and monitor compliance with this agreement, in any manner that is reasonably required for compliance with this agreement, by-
- a) Entering and inspecting premises;
 - b) Examining records; and
 - c) Interviewing an employer or employees of the employer in an appropriate manner.
- 7.3.2 After each inspection of an employer's records and operations, a designated agent must prepare a report for the attention of the employer, worker representatives or in the case of an individual complainant, the complainant, stating-
- a) The date and time of the inspection;
 - b) If any contraventions of the agreement were identified, a summary of the contraventions; and

c) The action that management is required to take to rectify the contraventions.

7.3.3 A designated agent may not make any disclosure of information in circumstances which are not permitted in terms of section 201 of the Labour Relations Act, 1995.

7.3.4 The Minister, on request of the Council, shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this agreement, including the issuing of compliance orders requiring any person bound by this agreement to comply within 14 days.

7.3.5 A designated agent shall have all the powers provided for in section 33, 33A and Schedule 10 of the Act.

7.4 Levels of bargaining in the Industry and peace obligation

Subject to sub-clause 7.4.4 below —

7.4.1 The Council shall be the sole forum for negotiating matters contained in this agreement.

7.4.2 During the currency of this agreement, no matter contained within this agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

7.4.3 Any provision in a collective agreement binding an employer and employees covered by the Council, other than a collective agreement concluded by the Council, that requires an employer or a trade union to bargain collectively in respect of any matter contained in this agreement, is of no force and effect.

7.4.4 Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to comply with sub-clauses 7.4.1 to 7.4.3 above. The provisions of these clauses shall apply equally to any trade unions not party to this agreement.

7.5 Administration of agreement

7.5.1 The Council is the body responsible for the administration of this agreement.

Page | 43

LV \$ HONASAKO

APPENDIX A - Certificate of Service

Certificate of Service in the Civil Engineering Industry	
<p>CIVIL ENGINEERING INDUSTRY, SOUTH AFRICA READ THIS FIRST</p> <p>WHAT IS THE PURPOSE OF THIS FORM? This form is proof of employment with an employer.</p> <p>WHO FILLS IN THIS FORM? Authorised staff member</p> <p>WHERE DOES THIS FORM GO? To the employee.</p> <p>INSTRUCTIONS This form must be issued upon termination of employment.</p> <p>NOTE The reason for termination of employment must only be given if requested by the employee.</p> <p>This is only a model and not a prescribed form. Completing a document in another format containing the same information is sufficient compliance with Clause 2 in Chapter III of this agreement.</p>	<p>I, (Full name and position of authorised staff member)</p> <p>of (Full name of employer)</p> <p>Employer's Address:</p> <p>.....</p> <p>.....</p> <p>declare that</p> <p>..... (Full name of employee)</p> <p>..... (I.D no.)</p> <p>Was in employment from</p> <p>Until.....</p> <p>as (Type of work/occupation)</p> <p>Any other information.....</p> <p>On termination of service this employee was earning: R..... (Amount in words)</p> <p>[per hour] [per day] [per week] [per fortnight] [per month] [per year]</p> <p>.....</p> <p>Staff member' signature Date</p>

LV \$ H. Asoka

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1641

24 December 2021

LABOUR RELATIONS ACT, 1995

LABOUR RELATIONS ACT, 1995: EXTENSION OF PERIOD OF OPERATION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT: BARGAINING COUNCIL FOR THE FISHING INDUSTRY

I, **STEPHEN DAVID RATHAI**, Director: Collective Bargaining, duly authorized by the Minister of Employment and Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices No R.587 of 27 July 2012, R.55 of 1 February 2013, R.445 of 28 June 2013, R.935 and R.936 of 6 December 2013, R.479 of 20 June 2014, R.995 of 12 December 2014, R.245 of 27 March 2015, R.564 and R.565 of 3 July 2015, R.915 of 2 October 2015, R.707 of 10 June 2016, R.964 of 26 August 2016, R.1267 of 14 October 2016, R.583 of 23 June 2017, R.9 of 5 January 2018, R.30 of 19 January 2018, R.280 of 1 March 2019, R.401 of 15 March 2019, R.795 of 17 July 2020, R.1362 of 18 December 2020 and R.440 of 21 May 2021 by a further period ending 30 June 2022.


DIRECTOR: COLLECTIVE BARGAINING**DATE:** 10/12/2021

DEPARTMENT OF EMPLOYMENT AND LABOUR

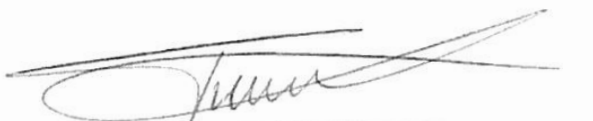
NO. R. 1642

24 December 2021

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
(BCCEI): RENEWAL OF PERIOD OF OPERATION OF THE EXEMPTIONS
COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notice R.1416 of 1 November 2019 to be effective from the date of publication of this Notice and for the period ending 31 August 2026.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 10/12/2021

DEPARTMENT OF EMPLOYMENT AND LABOUR

R.....

DATE:

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF AMENDMENT OF EXEMPTIONS COLLECTIVE AGREEMENT TO NON-PARTIES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the Exemptions Amending Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Exemptions Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2026.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 10/12/2021

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R.....

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO ESICHIBIYELAYO SEZIMO ZEMISEBENZI, SELULELWA KULABO ABANGEYONA INGXEYENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba-32(2) sifundwa nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuNcwaba 2024.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 10/12/2021



EXEMPTIONS COLLECTIVE AGREEMENT

LV \$ R Masaka

SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
EXEMPTIONS COLLECTIVE AGREEMENT**

In accordance with the Labour Relations Act of 1995, made and entered into by and between the –

Employers Organisations

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the “employer” or the “employers organisation” of the one party and the –

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the “employees” or the “trade union” of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry) to amend the agreement published under Government Gazette No. R.1416 of 1 November 2019

PREAMBLE

This agreement was entered into by and between the members of the employer organisations and the members of the trade unions after conclusion of the industry national wage negotiations undertaken under the auspices of the Bargaining Council for the Civil Engineering Industry.

The Minister of Employment and Labour has extended this agreement to all the employers and employees in the industry that are not signatories of this agreement. This has the effect of making the agreement applicable to all employers and employees in the industry.

A1

Table of Contents

SCHEDULE-----	A1
1. Application and interpretation of the Agreement-----	1
2. Definitions-----	2
3. Introduction -----	2
4. Exemptions - Fundamental Principles-----	4
5. Exemptions – Remuneration and Benefits -----	6
6. Exemptions - Construction Industry Retirement Benefit Fund (“CIRBF”) ----	7
7. Exemptions from payment of interest-----	9
8. General -----	9
9. Composition of the Committee and IAB-----	10
10. Chairperson of the Committee and IAB -----	10
11. Conduct of members of the Committee and IAB -----	10
12. Quorum -----	10
13. Decisions of the Committee and IAB -----	11
14. Meetings of the Committee and IAB -----	11

LV \$ R Masaka

1. Application and interpretation of the Agreement**1.1. Application of the agreement**

1.1.1 This agreement binds:

- a) All employers in the civil engineering industry that are members of the employers' organisations that are party to this agreement; and
- b) All employees in the bargaining unit, employed in the industry who are members of the trade unions that are party to this agreement.

1.1.2 This agreement must be applied in the jurisdiction of the Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.1.3 Except as otherwise provided for in this agreement, the BCCEI established an Independent Exemptions Committee and an Independent Appeal Board to deal with applications for exemptions from the provisions of the BCCEI's Collective Agreements and any appeals against a decision of the Independent Exemptions Committee.

1.2 Period of operation of agreement

1.2.1 This agreement becomes binding on the employers and employees referred to in sub-clause 1.1.1. (a) and (b) once it is extended to non-parties by the Honourable Minister of Employment and Labour, in terms of Section 32 of the Labour Relations Act, 66 of 1995, from a date determined by the Honourable Minister of Employment and Labour.

1.2.2 This agreement shall remain in force until 31 August 2026.

2. Definitions

Unless the contrary intention appears, any expression used in this agreement which is defined in the Labour Relations Act 66 of 1995 ("the Act"), shall have the same meaning as in the Act and any reference to an Act shall include any amendment to such Act.

Any reference to the singular shall include the plural and vice versa and any reference to any gender shall include the other gender and further unless inconsistent with the context:

'Affected parties' means the Applicant, Company involved, the employees and their trade union representatives and any party opposing the application.

'Act' means the Labour Relations Act 66 of 1995.

'BCCEI' means the Bargaining Council for the Civil Engineering Industry.

'CIRBF' means the Construction Industry Retirement Benefit Fund.

'Committee' means the Independent Exemptions Committee.

'Consultation' means a joint consensus seeking process.

'IAB' means the Independent Appeal Board.

'Office' means the BCCEI administration.

'Scheduled employee' means an employee whose task grade is reflected in the Wage and Task Grade Collective Agreement.

3. Introduction

- a) In terms of the Labour Relations Act, the BCCEI established a Committee to deal with applications for exemption from the provisions of the BCCEI's Collective Agreements.
- b) Applications shall be dealt with within 30 (thirty) calendar days of receipt of the completed application and all supporting documentation.
- c) Appeals in respect of decisions made with regards to exemption applications must be referred to the IAB for a final decision.
- d) Applications must be considered on the basis of this agreement in order to ensure consistency in the granting or refusing of exemption applications.

- e) Reasons for granting or refusing an application shall be recorded and retained by the Office. These reasons must be supplied to affected parties on request. The Office will give consideration to motivated requests for such reasons from any other interested parties.
- f) The Committee and the IAB may at any time, after prior notification and after allowing the affected parties an opportunity to make representations, withdraw an exemption either wholly or in part, or amend the conditions under which the exemption was issued, or amend the conditions of employment and other matters regulated under the exemption. Nothing precludes the Committee and the IAB from considering any other submissions in its discretion.
- g) Time limits:
 - i. An application for exemption from an existing provision of a Collective Agreement must be lodged with the BCCEI not less 3 (three) months prior to the date of intended implementation of the requested exemption.
 - ii. An exemption application relating to the payment of the Year-End Bonus, must reach the BCCEI by no later than 15 September of the year in question.
 - iii. An application for exemption from any newly published clause of a collective agreement must be lodged with the BCCEI within 30 (thirty) calendar days of the date of publication of the new clause.
 - iv. The Committee and IAB may however, on detailed and good cause shown by the applicant, condone a late application for exemption. An applicant for condonation of its late application for exemption, must provide proof to the Committee and/or IAB that the application has been served on the employees' representative trade union, and in the absence of a representative trade union, on the employees' elected representatives and if the employees do not have elected representatives, on the employees themselves.

LV \$ R Masaka

4. Exemptions - Fundamental Principles

These fundamental principles are supplemented by the requirements set out below for specific types of applications.

The BCCEI hereby establishes a Committee, constituted of persons independent of the BCCEI, to consider all applications for exemption from the provisions of the BCCEI Collective Agreements.

The BCCEI further establishes an IAB in terms of section 32 (3)(e) of the Act to consider and decide any appeal from a decision of the Committee.

The following fundamental principles are to be observed in considering and deciding upon, an application for exemption:

- a) Retrospective applications - Applications for exemption must, in principle, not be granted retrospectively prior to the date of the application.
- b) An urgent application may be faxed, e-mailed or hand delivered to the Office. Such an application must contain an explanation as to why the application is made as a matter of urgency. If the Committee or IAB is satisfied that the application is urgent, the Committee or IAB must (i) consider the application; (ii) make a decision; (iii) communicate the decision to the affected parties.
- c) Prescribed forms: All applications must be on affidavit, and on the prescribed application forms (obtainable from the Office or the BCCEI website) which, together with supporting documentation, must be sent to the BCCEI for consideration.
- d) The Committee and IAB shall take into consideration all relevant factors, which may include, but shall not be limited to the following criteria:
 - i. The applicant's past record (if applicable) of compliance with the provisions of the BCCEI Collective Agreements;
 - ii. Previous exemptions granted;
 - iii. Any special circumstances that exist;
 - iv. The interest of the industry as regards:
 - a) Unfair competition;

Page | 4

LV \$ H. Masaka

- b) Collective bargaining;
 - c) Potential for labour unrest;
 - d) Increased employment,
 - v. The interest of employees as regards:
 - a) Exploitation;
 - b) Job preservation;
 - c) Sound conditions of employment;
 - d) Possible financial benefits;
 - e) Health and safety;
 - f) Infringement of basic rights.
 - vi. The interest of the employer as regards to:
 - a) Financial stability;
 - b) Impact on productivity;
 - c) Future relationship with employees and trade unions;
 - d) Operational requirements.
- e) The employer must consult with the workforce - In respect of unionised employees, their trade union representative/s must be consulted and in the case of non-unionised employees, their elected representative/s must be consulted. In the event that employees do not have an elected representative, the employees themselves must be consulted.
- i. Any objections to the application raised by any of the employees or their representative/s must be accurately and fully recorded in a document which must accompany the application.
 - ii. The employer's position in response to the above objections (if any) must also accompany the application.
 - iii. The applicant must provide proof of service of the application on the employees' trade union representative, and in the absence of a recognised trade union, on the employees' elected representative, and in the absence of an elected representative, on the employees themselves. (Where an application contains copies of financials, the applicant would be required to provide proof that the employees or their

LV \$ R Masaka

representatives as stipulated in this sub-clause, were provided with an opportunity to view the financials as part of the consultation process).

- f) The Committee and IAB, in considering the application, must take into consideration the views expressed by the parties and other representations received in relation to that application by any other interested parties. The exemption must not contain terms that have an unreasonably detrimental effect on the fair, equitable and uniform application of the BCCEI Collective Agreements. An exemption may not be granted in respect of any issue which is covered by an arbitration award.
- g) An affected party or parties shall have the right to appeal, in writing, against a decision of the Committee, within 30 (thirty) calendar days of having been notified or becoming aware of the Committee's decision and reasons therefore. The notice of appeal must set out the grounds on which the appeal is based.

5. Exemptions – Remuneration and Benefits

- a) Further to the provision of clause 4 above the following provisions will also be applicable to remuneration and benefits related exemptions.
- b) Remuneration and benefits exemptions may not be granted beyond the expiration of the Collective Agreement.
- c) Application for exemption from the clauses in the Collective Agreement relating to the payment of the minimum wages, year-end bonus or any other remuneration and/or benefit/s will be dealt with after giving consideration to the following and providing clear evidence of financial difficulties as follows:
 - i. The last 3 (three) years' Audited Financial Statements (Income Statements, Balance Sheets, Cashflow Statements, Statements of Changes in Equity and Notes). The Audited Financial Statements must

- be accompanied by a signed Auditor's Report, Accounting Officer in the case of CC's;
- ii. Management Accounts (Income Statements, Balance Sheets, Cashflow Statements, Statements of Changes in Equity and Notes) covering the period from the date of the above Financial Statements to a date not longer than 1 (one) month prior to the date of the application;
 - iii. A detailed explanation of the difficulties being faced by the company and why they should be addressed by means of an exemption as opposed to any other alternative;
 - iv. In the case of an application for exemption from payment of minimum wages, a business plan which includes a timetable setting out how and when the applicant expects to "catch-up" with the minimum wage rate of the industry;
 - v. A detailed explanation (breakdown) of the cost / financial value of the intended exemption.
- d) The proposed exemption should be implemented by the applicant until the exemption process has been concluded after which any adjustments must be applied retrospectively from the date of the application of the agreement.

6. Exemptions - Construction Industry Retirement Benefit Fund ("CIRBF")

- a) Further to the provision of clause 4 above the following provisions will also be applicable to the CIRBF related exemptions.
- b) The criteria for determining exemptions from the CIRBF are as follows:
 - i. Total contributions to the private fund must be at least equal to those required in terms of the CIRBF;
 - ii. Contribution holidays are to be specifically excluded from proposed rules of a Defined Benefit Fund;
 - iii. Overall benefit package must, on the whole, not be less favourable than the benefits provided by the CIRBF;

- iv. The comparative percentage of employer net contributions paid out on withdrawal;
 - v. In the case of Defined Contribution Funds, the percentage of the employers' and employees' salary actually credited to the fund, after deduction of administration fees and the cost of insured benefits;
 - vi. There must be no waiting period for membership of the fund;
 - vii. The right to transfer actuarial reserve to the CIRBF on withdrawal;
 - viii. Provision must be made for death and disability insurance;
 - ix. In the case of defined benefit funds, the basis on which the pension is calculated.
-
- c) CIRBF representatives must be invited by the applicant and given the opportunity to address management and the workforce prior to exemption being considered.
 - d) The majority of the affected employees must support the application for exemption and the remainder will be required to follow the majority decision. Exemption will only be given in respect of all employees in order to avoid selective membership to the possible disadvantage of the CIRBF.
 - e) Where the majority of affected employees are members of a trade union which is a signatory to the CIRBF Collective Agreement, the trade union must support the application.
 - f) The exemption can be withdrawn by the Committee or IAB should circumstances warrant it.
 - g) Benefits may not be reduced without a fresh exemption application to this effect being made and granted.
 - h) The application is to be submitted by the Office to the CIRBF Fund Administrators for comparison. The Committee or IAB may approach an independent actuary to evaluate a complex application if and when required.

LV \$ R Masaka

7. Exemptions from payment of interest

- a) Applications for exemption from payment of interest levied on payment of fund contributions which are in arrears must be submitted to the BCCEI for consideration by the Committee or IAB.
- b) Applications must be accompanied by the reasons as to why the payments of funds are in arrears.

8. General

- a) The Committee or IAB may consult an expert(s) when considering applications, or invite oral motivations.
- b) The Office must notify the applicant of the decision of the Committee or IAB within 14 (fourteen) calendar days of the last date of the meeting of the Committee or IAB. Reasons for the decision must be provided, within 14 (fourteen) calendar days from date of receipt of a written request from an affected party or the Office.
- c) If the application is granted, the Office shall issue an exemptions licence signed by the General Secretary or a person designated by him/her, containing the following:
 - i. The name of the applicant(s);
 - ii. The clause/s of the agreement from which exemption is granted;
 - iii. The period for which the exemption shall operate;
 - iv. The date issued;
 - v. The condition(s) of the exemption granted.
- d) The Office shall:
 - i. Retain a copy of the licence;
 - ii. Forward the licence to the applicant.
- e) The applicant to whom a licence has been issued shall at all times have the licence available for inspection at their establishment/s or site/s.

LV \$ *Handwritten signature*

9. Composition of the Committee and IAB

- a) The BCCEI must appoint members to the Committee and IAB on such terms and conditions they deem fit.
- b) The Committee and IAB will comprise of at least 3 (three) permanent members and one alternative. A minimum of 2 (two) persons will constitute a quorum.
- c) The Committee and IAB members hold office until:
 - i. They resign on 3 (three) months' written notice to the BCCEI;
 - ii. Or the BCCEI resolves to terminate their appointment.

10. Chairperson of the Committee and IAB

- a) The Committee and IAB shall elect one of the permanent members as chairperson at each meeting.

11. Conduct of members of the Committee and IAB

- a) Members of the Committee and IAB must be independent and impartial and perform the functions of office in good faith, and
- b) Members of the Committee and IAB must recuse themselves from any hearing, should they have a direct financial interest or any other conflict of interest in the subject matter of the application.

12. Quorum

- a) 2 (Two) members of the Committee or IAB form a quorum for any meeting.
- b) If 2 (two) members are present at a meeting and they cannot reach consensus on any issue to be determined, the application must be postponed to a further meeting of the Committee or IAB, any further discussion regarding this application can only take place once the meeting is attended by 3 (three) Committee or IAB members.

- c) If an application to lead oral evidence or to present oral submissions is granted, the application must be heard by a meeting attended by 2 (two) or more members of the Committee or IAB.

13. Decisions of the Committee and IAB

- a) A decision agreed and confirmed in writing by 2 (two) members is as valid as a decision adopted at a duly convened meeting of the Committee or IAB.
- b) The Office shall keep a record of the decisions.

14. Meetings of the Committee and IAB

- a) Unless otherwise provided for in this agreement, the Committee or IAB must determine the date and time for meetings.
- a) The Committee and IAB must meet at least once a month, unless there are no applications to be considered, or when requested to do so by the General Secretary or his/her designate. The meeting of the Committee or IAB must be determined in consultation with the Office.
- b) If a meeting does not finalise an application, the application may be postponed to a date and time determined by the Committee or IAB where applicable.

---ooo000ooo---

LV \$ R Masaka

DEPARTMENT OF EMPLOYMENT AND LABOUR


NO. R. 1643

24 December 2021

LABOUR RELATIONS ACT, 1995

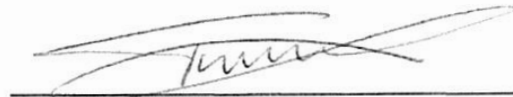
**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY: EXTENSION TO NON-PARTIES OF THE MAIN AMENDING COLLECTIVE
AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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 of this notice and for the period ending 31 August 2024.


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 10/12/2021

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI****EMBonINI YOKUKHIQIZWA KWEZIMPAHLA ZOKWEMBATHA: UKWELULWA****KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI NESICHIBIYELAYO****SELULELWA KILABO ABANGEYONA INGXYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu 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 2024.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 10/12/2021

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

Transvaal Clothing Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisations") of the
one part, and the

Southern African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the National Bargaining Council for the Clothing Manufacturing
Industry,

1 of 71



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 of 71

F.W. 12

- (2) The provisions contained in Parts A to I of the National Main Collective Agreements published under Government Notice No. R. 252 of 14 April 2014 in Government Gazette No. 37509 as further amended and extended by Government Notices No's R. 230 and R.231 of 20 March 2015, R. 989 dated 16 October 2015, R.197 and R.198 of 03 March 2017, R.504 of 18 May 2018, R.100 of 01 February 2019, R.80 of 31 January 2020 and R.421 of 14 May 2021, (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 2020 until 31 August 2024 unless the parties agree otherwise in writing.
2. The parties record that they intend to request the Minister of Employment and 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 of Employment and Labour. The National Main Collective 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 2024, unless the parties agree otherwise in writing.



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

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

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
(a)	Foreman		2475.00	1980.00	2487.50	1990.00
(b)	Designer:					
	(i)	Qualified:	3156.00	2525.00	3155.50	2524.50
	(ii)	Learners:				
		first six months of experience	1076.50	911.00	1081.50	911.00
		second six months of experience	1254.00	1003.00	1258.00	1006.50
		third six months of experience	1501.00	1201.00	1508.00	1206.50
		fourth six months of experience	1671.00	1337.00	1679.50	1343.50
		fifth six months of experience	1858.00	1486.50	1869.00	1495.00
		sixth six months of experience	2015.00	1612.00	2024.50	1619.50
		seventh six months of experience	2193.50	1755.00	2205.00	1764.00
		eighth six months of experience	2370.00	1896.00	2382.50	1906.00
		next four months of experience	2516.00	2013.00	2526.00	2021.00

4 of 71

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		Thereafter, the wage specified in (b)(i) i.e.	3156.00	2525.00	3171.00	2537.00
(c)	Grader:					
	(i)	Qualified:	2267.50	1814.00	2277.00	1821.50
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1160.50	928.50	1165.50	932.50
		third six months of experience	1261.50	1009.00	1269.00	1015.00
		fourth six months of experience	1324.00	1059.00	1328.50	1063.00
		fifth six months of experience	1530.50	1224.50	1537.50	1230.00
		sixth six months of experience	1637.50	1310.00	1646.50	1317.00
		seventh six months of experience	1727.50	1382.00	1736.50	1389.00
		eighth six months of experience	1815.00	1452.00	1823.50	1459.00
		next four months of experience	1932.00	1545.50	1941.00	1553.00
		Thereafter, the wage specified in (c)(i) i.e.	2267.50	1814.00	2277.00	1821.50
(d)	Marker-in:					
	(i)	Qualified:	1727.50	1382.00	1736.50	1389.00
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1142.50	914.00	1149.50	919.50
		third six months of experience	1219.50	975.50	1225.50	980.50
		fourth six months of experience	1300.50	1040.50	1305.50	1044.50
		next four months of experience	1452.50	1162.00	1460.00	1168.00
		Thereafter, the wage specified in (d)(i) i.e.	1727.50	1382.00	1736.50	1389.00
(e)	Band-knife cutter:					
		Qualified	1727.50	1382.00	1736.50	1389.00
Note: Subject to the availability of a band knife, only a qualified cutter-out shall progress to this class of employee						
(f)	Cutter-out:					
	(i)	Qualified:	1527.50	1222.00	1534.00	1227.00
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00

5 of 71

D.W. A

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		second six months of experience	1119.00	911.00	1123.50	911.00
		third six months of experience	1154.00	923.00	1158.50	927.00
		fourth six months of experience	1196.00	957.00	1200.50	960.50
		next four months of experience	1247.50	998.00	1254.00	1003.00
		Thereafter, the wage specified in (f)(i) i.e.	1527.50	1222.00	1534.00	1227.00
(g)	Layer-up:					
	(i)	Qualified:	1198.00	958.50	1202.00	961.50
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1091.50	911.00	1095.50	911.00
		third six months of experience	1109.00	911.00	1115.50	911.00
		fourth six months of experience	1125.50	911.00	1132.50	911.00
		Thereafter, the wage specified in (g)(i) i.e.	1198.00	958.50	1202.00	961.50
(h)	Specialised presser:					
	(i)	Qualified:	1665.50	1332.50	1675.00	1340.00
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1110.50	911.00	1118.00	911.00
		third six months of experience	1151.50	921.00	1156.00	925.00
		fourth six months of experience	1196.00	957.00	1200.50	960.50
		fifth six months of experience	1244.50	995.50	1249.00	999.00
		sixth six months of experience	1286.50	1029.00	1290.50	1032.50
		seventh six months of experience	1405.50	1124.50	1414.50	1131.50
		eighth six months of experience	1457.00	1165.50	1464.00	1171.00
		next four months of experience	1489.50	1191.50	1496.50	1197.00
		Thereafter, the wage specified in (h)(i) i.e.	1665.50	1332.50	1675.00	1340.00
(i)	Examiner:					
	(i)	Qualified:	1426.50	1141.00	1432.00	1145.50
	(ii)	Learners:				
		first six months of experience	1196.00	957.00	1200.50	960.50
		Thereafter, the wage specified in (i)(i) i.e.	1426.50	1141.00	1432.00	1145.50

R. J. A

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
(j)(a)	Machinist:					
	(i)	Qualified:	1399.00	1119.00	1404.50	1123.50
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1092.00	911.00	1096.50	911.00
		third six months of experience	1124.00	911.00	1131.00	911.00
		Thereafter, the wage specified in (j)(i) i.e.	1399.00	1119.00	1404.50	1123.50
(j)(b)	Presser, trimmer, factory clerk, embroidery machinist and cloak room attendant:					
	(i)	Qualified:	1399.00	1119.00	1404.50	1123.50
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1092.00	911.00	1096.50	911.00
		third six months of experience	1124.00	911.00	1131.00	911.00
		fourth six months of experience	1163.00	930.50	1167.00	933.50
		next four months of experience	1193.00	954.50	1198.50	959.00
		Thereafter, the wage specified in (j)(i) i.e.	1399.00	1119.00	1404.50	1123.50
(k)	Progress examiner:					
	(i)	Qualified:	1414.50	1131.50	1418.50	1135.00
	(ii)	Learners:				
		first six months of experience	1120.50	911.00	1125.00	911.00
		Thereafter, the wage specified in (k)(i) i.e.	1414.50	1131.50	1418.50	1135.00
(l)	Despatcher:					
	(i)	Qualified:	1339.00	1071.00	1343.50	1075.00
	(ii)	Learners:				
		first six months of experience	1131.00	911.00	1134.50	911.00
		Thereafter, the wage specified in (l)(i) i.e.	1339.00	1071.00	1343.50	1075.00
(m)	Checker in the Knitting section:					
	(i)	Qualified:	1188.00	950.50	1195.00	956.00

7 of 71

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1091.50	911.00	1095.50	911.00
		third six months of experience	1119.00	911.00	1123.50	911.00
		Thereafter, the wage specified in (m)(i) i.e.	1188.00	950.50	1195.00	956.00
	(n)	General Worker:				
	(i)	Qualified:	1153.50	923.00	1157.50	926.00
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	872.00
		second six months of experience	1091.50	911.00	1095.50	872.00
		Thereafter, the wage specified in (n)(i) i.e.	1153.50	923.00	1157.50	926.00
	(o)	Steambox pleater:				
	(i)	Qualified:	1360.00	1088.00	1365.00	1092.00
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1116.00	911.00	1120.50	911.00
		third six months of experience	1151.50	921.00	1156.00	925.00
		fourth six months of experience	1195.00	956.00	1199.50	959.50
		Thereafter, the wage specified in (o)(i) i.e.	1360.00	1088.00	1365.00	1092.00
	(p)	Plain sewer:				
	(i)	Qualified:	1195.00	956.00	1199.50	959.50
	(ii)	Learners:				
		first six months of experience	1067.00	911.00	1071.00	911.00
		second six months of experience	1079.50	911.00	1083.50	911.00
		third six months of experience	1092.00	911.00	1096.50	911.00
		fourth six months of experience	1109.00	911.00	1115.50	911.00
		next four months of experience	1131.00	911.00	1134.50	911.00
		Thereafter, the wage specified in (p)(i) i.e.	1195.00	956.00	1199.50	959.50
	(q)	General assistant	1305.50	1044.50	1311.50	1049.00
	(r)	Cleaner	1163.00	930.50	1167.00	933.50

Q. W
14

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(s)	Tea maker	1163.00	930.50	1167.00	933.50
(t)	Watchman	1414.50	1131.50	1418.50	1135.00
(u)	Motor vehicle driver:				
	(i) (aa) does not exceed 453 kg	1410.00	1128.00	1415.00	1132.00
	(ab) exceeds 453 kg but does not exceed 2 722 kg	1515.50	1212.50	1522.50	1218.00
	(ac) exceeds 2 722 kg but does not exceed 4 536 kg	1676.50	1341.00	1680.50	1344.50
	(ad) exceeds 4 536 kg	1960.00	1568.00	1970.50	1576.50
	(ii) Part-time driver of a motor vehicle	1308.00	1046.50	1312.00	1049.50
(v)	Clicker:				
	(i) Qualified:	2288.00	1830.50	2297.50	1838.00
	(ii) Learners:				
	first six months of experience	1067.00	911.00	1071.00	911.00
	second six months of experience	1154.00	923.00	1158.50	927.00
	third six months of experience	1248.00	998.50	1255.50	1004.50
	fourth six months of experience	1412.00	1129.50	1416.00	1133.00
	fifth six months of experience	1518.00	1214.50	1524.00	1219.00
	sixth six months of experience	1601.00	1281.00	1607.50	1286.00
	seventh six months of experience	1697.00	1357.50	1707.00	1365.50
	eighth six months of experience	1787.50	1430.00	1795.00	1436.00
	next four months of experience	1884.00	1507.00	1891.00	1513.00
	Thereafter, the wage specified in (v)(i) i.e.	2288.00	1830.50	2297.50	1838.00
(w)	Beader	1426.50	1141.00	1432.00	1145.50
(x)	Chlorinator	1282.50	1026.00	1289.50	1031.50
(y)	Componder	1518.00	1214.50	1524.00	1219.00
(z)	Dipper				
	(i) Qualified:				
	Category A	1518.00	1214.50	1524.00	1219.00
	Category B	1551.50	1241.00	1559.00	1247.00
	Category C	1603.50	1283.00	1609.00	1287.00
	(ii) Learners:				
	first six months of experience to Category A	1154.50	923.50	1160.50	928.50
	first six months of experience to	1518.00	1214.50	1524.00	1219.00

R. J.
R

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		Category B				
		first six months of experience to Category C	1551.50	1241.00	1559.00	1247.00
(aa)		Glove turner	1840.50	1472.50	1849.00	1479.00
(ab)		Mouldmaker	1459.50	1167.50	1465.00	1172.00
(ac)		Packer	1225.50	980.50	1231.50	985.00
(ad)		Quality product co-ordinator	1925.00	1540.00	1932.50	1546.00
(ae)	A supervisor shall be paid the qualified rate applicable to the employees being supervised, plus 33 1/3 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 4.2%, Across-the-Board.						

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

WAGE SCHEDULE	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
	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

P. W.
A

DESCRIPTION OF OCCUPATION		Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R	R	R	R	R
Part A - Cutting Department									
Pattern Maker									
(a)	Qualified	2673.00	2,138.50	2,641.50	2,113.00	2683.50	2147.00	2652.00	2121.50
(b)	Learner								
	First year								
	First six months of experience	1496.50	1,197.00	1,479.00	1,183.00	1502.00	1201.50	1484.50	1187.50
	Second six months of experience	1653.00	1,322.50	1,633.50	1,307.00	1658.50	1327.00	1639.00	1311.00
	Second year								
	First six months of experience	1808.00	1,446.50	1,786.50	1,429.00	1816.50	1453.00	1795.00	1436.00
	Second six months of experience	1973.50	1,579.00	1,950.50	1,560.50	1983.50	1587.00	1960.00	1568.00
	Third year								
	First six months of experience	2153.50	1,723.00	2,128.00	1,702.50	2162.00	1729.50	2136.50	1709.00
	Next four months of experience	2323.00	1,858.50	2,295.50	1,836.50	2334.50	1867.50	2307.00	1845.50
	Thereafter, the wage specified in (a), i.e.	2673.00	2,138.50	2,641.50	2,113.00	2683.50	2147.00	2652.00	2121.50
Pattern Grader									
(a)	Qualified	2155.50	1,724.50	2,130.00	1,704.00	2164.00	1731.00	2138.50	1711.00
(b)	Learner								
	First year								
	First six months of experience	1406.50	1,125.00	1,390.00	1,112.00	1415.00	1132.00	1398.50	1119.00
	Second six months of experience	1496.50	1,197.00	1,479.00	1,183.00	1502.00	1201.50	1484.50	1187.50
	Second year								
	First six months of experience	1584.00	1,267.00	1,565.50	1,252.50	1594.00	1275.00	1575.00	1260.00
	Second six months of experience	1698.00	1,358.50	1,678.00	1,342.50	1706.00	1365.00	1686.00	1349.00
	Third year								
	First six months of experience	1808.00	1,446.50	1,786.50	1,429.00	1816.50	1453.00	1795.00	1436.00
	Next four months of experience	1924.50	1,539.50	1,902.00	1,521.50	1934.00	1547.00	1911.00	1529.00
	Thereafter, the wage specified in (a), i.e.	2155.50	1,724.50	2,130.00	1,704.00	2164.00	1731.00	2138.50	1711.00

P. J. A.

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)				GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)			
		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 OF OCCUPATION		Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Football Jersey Cutter									
(a)	Qualified	1498.00	1,198.50	1,480.50	1,184.50	1505.00	1204.00	1487.50	1190.00
(b)	Leamer								
	First year								
	First six months of experience	1125.00	922.00	1,112.00	911.00	1128.50	922.00	1115.00	911.00
	Second six months of experience	1192.50	954.00	1,178.50	943.00	1197.00	957.50	1183.00	946.50
	Second year								
	First six months of experience	1254.00	1,003.00	1,239.00	991.00	1260.50	1008.50	1245.50	996.50
	Second six months of experience	1321.00	1,057.00	1,305.50	1,044.50	1328.50	1063.00	1313.00	1050.50
	Third year								
	First four months of experience	1386.50	1,109.00	1,370.00	1,096.00	1392.00	1113.50	1375.50	1100.50
	Thereafter, the wage specified in (a), i.e.	1498.00	1,198.50	1,480.50	1,184.50	1505.00	1204.00	1487.50	1190.00
Layer-up									
(a)	Qualified	1292.00	1,033.50	1,277.00	1,021.50	1297.00	1037.50	1281.50	1025.00
(b)	Leamer								
	First year								
	First six months of experience	1087.50	922.00	1,074.50	911.00	1092.50	922.00	1079.50	911.00
	Second six months of experience	1125.00	922.00	1,112.00	911.00	1128.50	922.00	1115.00	911.00
	Second year								
	First six months of experience	1175.00	940.00	1,161.00	929.00	1181.00	945.00	1167.00	933.50
	Thereafter, the wage specified in (a), i.e.	1292.00	1,033.50	1,277.00	1,021.50	1297.00	1037.50	1281.50	1025.00
Part B - Factory Operatives									

WAGE SCHEDULE	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)				GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)			
	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 OF OCCUPATION	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Grade A employee								
(a) Qualified	1653.00	1,322.50	1,633.50	1,307.00	1658.50	1327.00	1639.00	1311.00
(b) Learner								
First year								
First six months of experience	1163.50	931.00	1,150.00	920.00	1167.00	933.50	1153.50	923.00
Second six months of experience	1253.00	1,002.50	1,238.50	991.00	1259.00	1007.00	1244.00	995.00
Second year								
First six months of experience	1339.50	1,071.50	1,323.50	1,059.00	1344.50	1075.50	1328.50	1063.00
Second six months of experience	1406.50	1,125.00	1,390.00	1,112.00	1415.00	1132.00	1398.50	1119.00
Third year								
First four months of experience	1498.00	1,198.50	1,480.50	1,184.50	1505.00	1204.00	1487.50	1190.00
Thereafter, the wage specified in (a), i.e.	1653.00	1,322.50	1,633.50	1,307.00	1658.50	1327.00	1639.00	1311.00
Grade B employee								
(a) Qualified	1412.00	1,129.50	1,395.50	1,116.50	1417.50	1134.00	1401.00	1121.00
(b) Learner								
First year								
First six months of experience	1145.50	922.00	1,132.00	911.00	1151.50	922.00	1138.00	911.00
Second six months of experience	1205.50	964.50	1,191.50	953.00	1211.00	969.00	1197.00	957.50
Second year								
First six months of experience	1266.50	1,013.00	1,251.50	1,001.00	1272.00	1017.50	1257.00	1005.50
Thereafter, the wage specified in (a), i.e.	1412.00	1,129.50	1,395.50	1,116.50	1417.50	1134.00	1401.00	1121.00
(c) If advanced to Grade A employee:								

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)				GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)			
		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 OF OCCUPATION		Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	First six months from date of advancement	1412.00	1,129.50	1,395.50	1,116.50	1417.50	1134.00	1401.00	1121.00
	Second six months from date of advancement	1454.00	1,163.00	1,437.00	1,149.50	1460.50	1168.50	1443.50	1155.00
	Third six months from date of advancement	1498.00	1,198.50	1,480.50	1,184.50	1505.00	1204.00	1487.50	1190.00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	1653.00	1,322.50	1,633.50	1,307.00	1658.50	1327.00	1639.00	1311.00
Grade C employee									
(a)	Qualified	1253.00	1,002.50	1,238.50	991.00	1259.00	1007.00	1244.00	995.00
(b)	Learner								
	First year								
	First six months of experience	1123.00	922.00	1,110.00	911.00	1127.50	922.00	1114.00	911.00
	Second six months of experience	1154.50	923.50	1,141.00	913.00	1160.00	928.00	1146.50	917.00
	Thereafter, the wage specified in (a), i.e.	1253.00	1,002.50	1,238.50	991.00	1259.00	1007.00	1244.00	995.00
(c)	If advanced to Grade B employee:								
	First six months from date of advancement	1253.00	1,002.50	1,238.50	991.00	1259.00	1007.00	1244.00	995.00
	Second six months from date of advancement	1266.50	1,013.00	1,251.50	1,001.00	1272.00	1017.50	1257.00	1005.50
	Thereafter, the wage specified for a qualified Grade B employee, i.e.	1412.00	1,129.50	1,395.50	1,116.50	1417.50	1134.00	1401.00	1121.00
Part C - Clerical Employees									

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)				GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)			
		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 OF OCCUPATION		Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Clerk									
(a)	Qualified	1819.00	1,455.00	1,797.50	1,438.00	1828.50	1463.00	1807.00	1445.50
(b)	Learner								
	First year	1343.50	1,075.00	1,327.50	1,062.00	1347.00	1077.50	1331.00	1065.00
	Second year	1459.00	1,167.00	1,442.00	1,153.50	1466.00	1173.00	1449.00	1159.00
	Third year								
	First four months of experience	1595.00	1,276.00	1,576.00	1,261.00	1602.50	1282.00	1583.50	1267.00
	Thereafter, the wage specified in (a), i.e.	1819.00	1,455.00	1,797.50	1,438.00	1828.50	1463.00	1807.00	1445.50
Factory Clerk									
(a)	Qualified	1364.50	1,091.50	1,348.50	1,079.00	1372.50	1098.00	1356.50	1085.00
(b)	Learner								
	First year	1087.50	922.00	1,074.50	911.00	1092.50	922.00	1079.50	911.00
	Second year	1158.50	927.00	1,145.00	916.00	1164.00	931.00	1150.50	920.50
	Third year								
	First four months of experience	1253.00	1,002.50	1,238.50	991.00	1259.00	1007.00	1244.00	995.00
	Thereafter, the wage specified in (a), i.e.	1364.50	1,091.50	1,348.50	1,079.00	1372.50	1098.00	1356.50	1085.00
Part D - General									
	Boiler attendant	1296.50	1,037.00	1,281.00	1,025.00	1303.50	1043.00	1288.00	1030.50
	Despatch packer	1339.50	1,071.50	1,323.50	1,059.00	1344.50	1075.50	1328.50	1063.00
	General Worker	1253.00	1,002.50	1,238.50	991.00	1259.00	1007.00	1244.00	995.00
	Labourer	1266.50	1,013.00	1,251.50	1,001.00	1272.00	1017.50	1257.00	1005.50
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	1339.50	1,071.50	1,323.50	1,059.00	1344.50	1075.50	1328.50	1063.00
(b)	exceeds 1 360 but not 2 720 kg	1390.50	1,112.50	1,374.00	1,099.00	1395.50	1116.50	1379.00	1103.00
(c)	exceeds 2 720 kg	1584.00	1,267.00	1,565.50	1,252.50	1594.00	1275.00	1575.00	1260.00

15 of 71

P. J. A.

WAGE SCHEDULE	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)				GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)			
	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 OF OCCUPATION	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42.5hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022 (Based on 42hrs per week)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Supervisor, quality controller and instructor	1698.00	1,358.50	1,678.00	1,342.50	1706.00	1365.00	1686.00	1349.00
Traveller's driver	1390.50	1,112.50	1,374.00	1,099.00	1395.50	1116.50	1379.00	1103.00
Watchman or caretaker, whose ordinary hours of work are -								
(a) less than 60 hours per week	1445.00	1,156.00	1,428.00	1,142.50	1451.00	1161.00	1434.00	1147.00
(b) 60 hours per week	1516.00	1,213.00	1,498.00	1,198.50	1524.00	1219.00	1506.00	1205.00
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 in line with this schedule								

3. In the following table of clauses, substitute the existing expression, for the new expression:

Clause No.	Existing 2020/2021	New 2021/2022
6.3(2)	1 March 2021	1 September 2021
12.1(3)(b)	R1,45	R1,51

Clause No.	Existing 2020/2021	New 2021/2022
12.2	49 cents	51 cents
12.4	73 cents	76 cents
14.1(1)	R3,10	R3,23
14.1(2)	R4,74	R4,94
15(1)	31 August 2021	31 August 2022
15(1)	1 September 2020	1 September 2021
Annexure C of Clause 19(5)	20 cents	21 cents

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

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

WAGE SCHEDULE	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)
---------------	---	---

DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
A. ALL AREAS					
(i)	(a) Foreman	4076.50	3261.00	4095.00	3276.00
	(b) Supervisor/Quality Controller				
	(i) Qualified	1665.50	1332.50	1675.00	1340.00
	(ii) Learners				
	first six months of experience	1143.50	915.00	1149.50	919.50
	second six months of experience	1365.00	1092.00	1372.00	1097.50
	Thereafter, the wage specified in (ii)(i) i.e.	1665.50	1332.50	1675.00	1340.00
	(c) Cloakroom Supervisor/Watchman	1161.50	929.00	1165.00	932.00
	(d) Mechanic	3824.50	3059.50	3843.00	3074.50
	(e) Unqualified Mechanic	1425.00	1140.00	1433.50	1147.00
	(f) Watchman	1161.50	929.00	1165.00	932.00
	(g) Labourer	949.50	911.00	949.50	911.00
	(h) Boiler Attendant	997.00	911.00	1002.00	911.00
(ii)	Pattern Grader				
	(i) Qualified	2159.50	1727.50	2169.50	1735.50
	(ii) Learners				
	first six months of experience	949.50	911.00	949.50	911.00
	second six months of experience	1000.00	911.00	1003.00	911.00
	third six months of experience	1163.50	931.00	1169.50	935.50
	fourth six months of experience	1333.00	1066.50	1339.00	1071.00
	fifth six months of experience	1497.50	1198.00	1501.50	1201.00
	sixth six months of experience	1660.00	1328.00	1667.50	1334.00
	seventh six months of experience	1825.50	1460.50	1833.50	1467.00
	next four months of experience	1990.50	1592.50	1998.00	1598.50
	Thereafter, the wage specified in (ii)(i) i.e.	2159.50	1727.50	2169.50	1735.50
(iii)	Marker-In				
	(i) Qualified	1665.50	1332.50	1675.00	1340.00
	(ii) Learners				
	first six months of experience	949.50	911.00	949.50	911.00
	second six months of experience	949.50	911.00	949.50	911.00
	third six months of experience	1046.00	911.00	1049.50	911.00
	fourth six months of experience	1145.50	916.50	1151.50	921.00
	fifth six months of experience	1252.50	1002.00	1256.50	1005.00
	sixth six months of experience	1353.00	1082.50	1360.00	1088.00
	seventh six months of experience	1458.50	1167.00	1465.50	1172.50

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
	next four months of experience	1559.50	1247.50	1566.00	1253.00
	Thereafter, the wage specified in (iii)(i) i.e.	1665.50	1332.50	1675.00	1340.00
(iv)	Shaper & Chopper-out, other than an interlining and/or trimming chopper-out				
	(i) Qualified	1335.00	1068.00	1342.50	1074.00
	(ii) Learners				
	first six months of experience	949.50	911.00	949.50	911.00
	second six months of experience	949.50	911.00	949.50	911.00
	third six months of experience	976.00	911.00	982.50	911.00
	fourth six months of experience	1065.50	911.00	1068.00	911.00
	fifth six months of experience	1154.00	923.00	1161.50	929.00
	next four months of experience	1245.00	996.00	1251.50	1001.00
	Thereafter, the wage specified in (iv)(i) i.e.	1335.00	1068.00	1342.50	1074.00
(v)	Checker, Examiner and/or Passer				
	(i) Qualified	1161.50	929.00	1165.00	932.00
	(ii) Learners				
	first six months of experience	949.50	911.00	949.50	911.00
	second six months of experience	949.50	911.00	949.50	911.00
	third six months of experience	976.00	911.00	982.50	911.00
	next four months of experience	1066.00	911.00	1069.00	911.00
	Thereafter, the wage specified in (v)(i) i.e.	1161.50	929.00	1165.00	932.00
(vi)	(a) Invoice Clerk				
	(i) Qualified	1665.50	1332.50	1675.00	1340.00
	(ii) Learners				
	first six months of experience	1200.50	960.50	1206.00	965.00
	Thereafter, the wage specified in (vi)(a)(i) i.e.	1665.50	1332.50	1675.00	1340.00
	(b) Despatch Clerk, Factory Clerk and/or Stores Clerk				
	(i) Qualified	1220.00	976.00	1225.50	980.50
	(ii) Learners				
	first six months of experience	949.50	911.00	949.50	911.00
	second six months of experience	1047.00	911.00	1051.00	911.00

WAGE SCHEDULE				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION				Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			Thereafter, the wage specified in (vi)(b)(i) i.e.	1220.00	976.00	1225.50	980.50
(vii)	Sewing Machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:						
		(i)	Qualified	1314.50	1051.50	1319.00	1055.00
		(ii)	Learners				
			first six months of experience	949.50	911.00	949.50	911.00
			second six months of experience	949.50	911.00	949.50	911.00
			third six months of experience	964.50	911.00	968.00	911.00
			fourth six months of experience	1051.00	911.00	1055.00	911.00
			fifth six months of experience	1137.50	911.00	1144.50	915.50
			next four months of experience	1227.50	982.00	1233.00	986.50
			Thereafter, the wage specified in (vii)(i) i.e.	1314.50	1051.50	1319.00	1055.00
(viii)	Driver of a Motor Vehicle, the unladen mass of which together with the unladen mass of any trailer/trailers drawn by such vehicle—:						
		(a)	Does not exceed 2 722 kg	1436.50	1149.00	1443.50	1155.00
		(b)	Exceeds 2 722 kg	1670.50	1336.50	1678.50	1343.00
(ix)	Part-time Driver of a Motor Vehicle			1309.00	1047.00	1314.50	1051.50
(x)	Knitting Machine Operator						
		(i)	Qualified	1712.00	1369.50	1721.50	1377.00
		(ii)	Learners				
			first six months of experience	949.50	911.00	949.50	911.00
			second six months of experience	949.50	911.00	953.00	911.00
			third six months of experience	1099.50	911.00	1103.00	911.00
			fourth six months of experience	1253.50	1003.00	1257.00	1005.50
			fifth six months of experience	1405.00	1124.00	1410.50	1128.50
			next four months of experience	1560.00	1248.00	1567.50	1254.00
			Thereafter, the wage specified in (x)(i) i.e.	1712.00	1369.50	1721.50	1377.00
(xi)	Maintenance hand						
		(i)	Qualified	982.50	911.00	985.00	911.00
		(ii)	Learners				
			first six months of experience	949.50	911.00	949.50	911.00

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		second six months of experience	949.50	911.00	949.50	911.00
		third six months of experience	949.50	911.00	949.50	911.00
		fourth six months of experience	949.50	911.00	949.50	911.00
		next four months of experience	949.50	911.00	952.50	911.00
		Thereafter, the wage specified in (xi)(i) i.e.	982.50	911.00	985.00	911.00
B. IN THE MAGISTERIAL DISTRICTS OF BLOEMFONTEIN, KIMBERLEY AND KROONSTAD						
(i)	Sewing Machinist					
(a)						
	(i)	Qualified	1161.50	929.00	1165.00	932.00
	(ii)	Learners				
		first six months of experience	949.50	911.00	949.50	911.00
		second six months of experience	949.50	911.00	949.50	911.00
		third six months of experience	949.50	911.00	949.50	911.00
		Thereafter, the wage specified in (i)(i) i.e.	1161.50	929.00	1165.00	932.00
(i)	Invisible Mender, Finisher, Presser, Trimmer, Marker-in and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer					
(b)						
	(i)	Qualified	1161.50	929.00	1165.00	932.00
	(ii)	Learners				
		first six months of experience	949.50	911.00	949.50	911.00
		second six months of experience	949.50	911.00	949.50	911.00
		third six months of experience	949.50	911.00	949.50	911.00
		fourth six months of experience	976.00	911.00	982.50	911.00
		fifth six months of experience	1036.50	911.00	1041.00	911.00
		next four months of experience	1099.00	911.00	1102.00	911.00
		Thereafter, the wage specified in (i)(i) i.e.	1161.50	929.00	1165.00	932.00
	Set Leader and/or Team Leader		1233.00	986.50	1238.00	990.50
(ii)	General Worker/Pleater					
	(i)	Qualified	949.50	911.00	949.50	911.00
	(ii)	Learners				
		first six months of experience	949.50	911.00	949.50	911.00
		second six months of experience	949.50	911.00	949.50	911.00
		Thereafter, the wage specified in (ii)(i) i.e.	949.50	911.00	949.50	911.00

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(iii)	Despatch Packer and Layer-up				
	(i) Qualified	949.50	911.00	949.50	911.00
	(ii) Learners				
	first six months of experience	949.50	911.00	949.50	911.00
	second six months of experience	949.50	911.00	949.50	911.00
	Thereafter, the wage specified in (iii)(i) i.e.	949.50	911.00	949.50	911.00
(iv)	Plain Sewer				
	(i) Qualified	949.50	911.00	953.00	911.00
	(ii) Learners				
	first six months of experience	949.50	911.00	949.50	911.00
	Thereafter, the wage specified in (iv)(i) i.e.	949.50	911.00	953.00	911.00
(v)	Sample Machinist	1319.00	1055.00	1326.50	1061.00
C. IN THE MAGISTERIAL DISTRICTS OF FRANKFORT, PARYS AND VREDEFORT					
(i)	Sewing Machinist				
(a)					
	(i) Qualified:	1115.50	911.00	1121.00	911.00
	(ii) Learners:				
	first six months of experience	949.50	911.00	949.50	911.00
	second six months of experience	949.50	911.00	949.50	911.00
	third six months of experience	949.50	911.00	949.50	911.00
	Thereafter, the wage specified in (i)(a)(i) i.e.	1115.50	911.00	1121.00	911.00
(i)	Invisible Mender, Finisher, Presser, Trimmer, Marker-In and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer:				
(b)					
	(i) Qualified:	1117.50	911.00	1121.00	911.00
	(ii) Learners:				
	first six months of experience	949.50	911.00	949.50	911.00
	second six months of experience	949.50	911.00	949.50	911.00
	third six months of experience	949.50	911.00	949.50	911.00
	fourth six months of experience	950.50	911.00	950.50	911.00
	fifth six months of experience	998.00	911.00	1002.50	911.00
	Next four months of experience	1057.50	911.00	1060.50	911.00

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		Thereafter, the wage specified in (i)(b)(i) i.e.	1117.50	911.00	1121.00	911.00
		Set Leader and/or Team Leader	1187.00	949.50	1192.00	953.50
(ii)		General Worker/Pleater				
	(i)	Qualified	949.50	911.00	949.50	911.00
	(ii)	Learners				
		first six months of experience	949.50	911.00	949.50	911.00
		second six months of experience	949.50	911.00	949.50	911.00
		Thereafter, the wage specified in (ii)(i) i.e.	949.50	911.00	949.50	911.00
(iii)		Despatch Packer				
	(i)	Qualified	949.50	911.00	949.50	911.00
	(ii)	Learners				
		first six months of experience	949.50	911.00	949.50	911.00
		second six months of experience	949.50	911.00	949.50	911.00
		Thereafter, the wage specified in (iii)(i) i.e.	949.50	911.00	949.50	911.00
(iv)		Layer-Up				
	(i)	Qualified	949.50	911.00	949.50	911.00
	(ii)	Learners				
		first six months of experience	949.50	911.00	949.50	911.00
		second six months of experience	949.50	911.00	949.50	911.00
		Thereafter, the wage specified in (iii)(i) i.e.	949.50	911.00	949.50	911.00
(v)		Plain Sewer				
	(i)	Qualified	949.50	911.00	949.50	911.00
	(ii)	Learners				
		first six months of experience	949.50	911.00	949.50	911.00
		Thereafter, the wage specified in (iv)(i) i.e.	949.50	911.00	949.50	911.00
(vi)		Sample Machinist	1268.50	1015.00	1272.50	1018.00
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 4.2%, Across-the-Board.						

2. In the following table of clauses, substitute the existing expression, for the new expression:

Clause No.	Existing 2020/2021	New 2021/2022
20(1)(a)	R3,15	R3,28
20(1)(b)	R3,39	R3,53
21(3)	R26,16	R27,26
23D(1)	49 cents	51 cents
23E(2)	74 cents	77 cents
35(5)	21 cents	22 cents
36(1)	31 August 2021	31 August 2022
36(1)	1 September 2020	1 September 2021

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

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

WAGE SCHEDULE	Group A (i.e Employers contributing to the Productivity Incentive Scheme)	Group B (i.e Employers NOT contributing to the Productivity Incentive Scheme)
---------------	---	---

Description of Occupation		Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
GRADE 1					
(a)	Qualified	1490.20	1192.15	1497.10	1197.70
(b)	Learner				
	0 - 6 months	983.60	921.85	988.25	921.85
	7 - 12 months	1088.05	921.85	1093.05	921.85
	13 - 18 months **	1192.30	953.85	1197.90	958.30
	Thereafter, the qualifying wage applies	1490.20	1192.15	1497.10	1197.70
GRADE 2					
(a)	Qualified	1295.10	1036.10	1301.25	1041.00
(b)	Learner				
	0 - 6 months	978.35	921.85	982.85	921.85
	Thereafter, the qualifying wage applies	1295.10	1036.10	1301.25	1041.00
GRADE A					
(a)	Qualified	1327.05	1061.65	1333.05	1066.45
(b)	Learner				
	0 - 6 months	1030.75	921.85	1035.65	921.85
	Thereafter, the qualifying wage applies	1327.05	1061.65	1333.05	1066.45
HEAD CUTTER		2377.55	1902.05	2388.40	1910.70
ASSISTANT HEAD CUTTER		1901.85	1521.50	1910.55	1528.45
CUTTER/TRIMMER					
(a)	Qualified	1493.80	1195.05	1500.80	1200.65
(b)	Learner				
	0 - 6 months	960.55	921.85	960.55	921.85
	7 - 12 months	1046.95	921.85	1051.55	921.85
	13 - 18 months	1152.40	921.90	1157.80	926.25
	19 - 22 months	1277.75	1022.20	1283.50	1026.80
	Thereafter, the qualifying wage applies	1493.80	1195.05	1500.80	1200.65
BAND KNIFE CUTTER					

WAGE SCHEDULE			Group A (i.e. Employers contributing to the Productivity Incentive Scheme)		Group B (i.e. Employers NOT contributing to the Productivity Incentive Scheme)	
Description of Occupation			Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
	(a)	Qualified	1572.10	1257.70	1579.30	1263.45
	(b)	Learner				
		0 - 6 months	1048.30	921.85	1053.05	921.85
		7 - 12 months	1164.10	931.30	1169.60	935.70
		13 - 18 months	1270.30	1016.25	1276.35	1021.10
		19 - 22 months	1391.30	1113.05	1397.65	1118.10
		Thereafter, the qualifying wage applies	1572.10	1257.70	1579.30	1263.45
MECHANIC						
	(a)	Qualified	2555.05	2044.05	2566.75	2053.40
	(b)	Learner				
		0 - 6 months	1178.85	943.10	1184.15	947.30
		7 - 12 months	1353.70	1082.95	1360.05	1088.05
		13 - 18 months	1553.55	1242.85	1561.00	1248.80
		19 - 24 months	1753.60	1402.90	1761.80	1409.45
		25 - 30 months	1966.70	1573.35	1975.95	1580.75
		31 - 36 months	2162.80	1730.25	2172.75	1738.20
		37 - 40 months	2355.50	1884.40	2366.50	1893.20
		Thereafter, the qualifying wage applies	2555.05	2044.05	2566.75	2053.40
CLERK *						
	(a)	Qualified	1596.95	1277.55	1604.40	1283.50
	(b)	Learner				
		0 - 6 months	1085.80	921.85	1090.80	921.85
		7 - 12 months	1226.00	980.80	1231.65	985.30
		13 - 18 months	1341.25	1073.00	1347.35	1077.90
		Thereafter, the qualifying wage applies	1596.95	1277.55	1604.40	1283.50
WATCHMAN			1338.50	1070.80	1344.65	1075.70
DRIVER 1			1257.25	1005.80	1263.05	1010.45

WAGE SCHEDULE		Group A (i.e Employers contributing to the Productivity incentive Scheme)		Group B (i.e Employers NOT contributing to the Productivity Incentive Scheme)	
Description of Occupation		Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
DRIVER 2		1373.75	1099.00	1380.15	1104.10
DRIVER 3		1601.85	1281.50	1609.30	1287.45
DRIVER 4		1934.70	1547.75	1943.75	1555.00
FOREPERSON		1831.60	1465.30	1840.10	1472.10
*	Provided a registered productivity incentive scheme is in place.				
**	Provided that a sewing machinist (grade 1) should be paid the qualified rate of pay after 18 months of experience.				
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 4.2%, Across-the-Board.					

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

“(b)

WAGE SCHEDULE			Group A (i.e. Employers contributing to the Productivity Incentive Scheme)		Group B (i.e. Employers NOT contributing to the Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
(i)	Foreman:		2797.30	2237.85	2810.25	2248.20
(ii)	Dyer: (See (iv) below)					
(iii)	Storeman:					
	(i)	Qualified:	2692.60	2154.10	2705.00	2164.00
	(ii)	Learners:				
		first six months of experience	972.75	921.85	977.35	921.85
		second six months of experience	1402.75	1122.20	1409.16	1127.30
		third six months of experience	1832.95	1466.35	1841.35	1473.10
		next four months of experience	2262.70	1810.15	2273.10	1818.60
		Thereafter, the wage specified in (iii)(i) i.e.	2692.60	2154.10	2705.00	2164.00
(iv)	Mechanic/Dyer:					
	(i)	Qualified:	2797.30	2237.85	2810.25	2248.20
	(ii)	Learners:				
		first six months of experience	972.75	921.85	977.35	921.85
		second six months of experience	1154.90	923.90	1160.50	928.40
		third six months of experience	1337.40	1069.90	1343.75	1075.00
		fourth six months of experience	1520.15	1216.10	1527.05	1221.65
		fifth six months of experience	1702.75	1362.20	1710.80	1368.65
		sixth six months of experience	1884.60	1507.70	1893.30	1514.65
		seventh six months of experience	2067.60	1654.10	2077.15	1661.70
		eighth six months of experience	2250.00	1800.00	2260.50	1808.40
		ninth six months of experience	2432.25	1945.80	2443.55	1954.85
		next four months of experience	2615.20	2092.15	2627.25	2101.80
		Thereafter, the wage specified in (iv)(i) i.e.	2797.30	2237.85	2810.25	2248.20
(v)	Mechanic's Assistant:					
	(i)	Qualified:	1832.40	1465.90	1840.95	1472.75
	(ii)	Learners:				
		first six months of experience	972.75	921.85	977.35	921.85
		second six months of experience	1057.90	921.85	1062.80	921.85
		third six months of experience	1145.10	921.85	1150.40	921.85
		fourth six months of experience	1230.05	984.05	1235.75	988.60
		fifth six months of experience	1316.50	1053.20	1322.75	1058.20

WAGE SCHEDULE			Group A (i.e. Employers contributing to the Productivity Incentive Scheme)		Group B (i.e. Employers NOT contributing to the Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		sixth six months of experience	1402.85	1122.30	1409.35	1127.50
		seventh six months of experience	1488.35	1190.70	1495.25	1196.20
		eighth six months of experience	1574.75	1259.80	1581.80	1265.45
		ninth six months of experience	1660.25	1328.20	1667.95	1334.35
		next four months of experience	1746.45	1397.15	1754.35	1403.50
		Thereafter, the wage specified in (v)(i) i.e.	1832.40	1465.90	1840.95	1472.75
(vi)	Supervisor:		1937.10	1549.70	1946.05	1556.85
(vii)	Final Examiner of fully-fashioned garments:		1798.85	1439.10	1807.15	1445.70
(viii)	Factory Clerk, Despatch Clerk, Stores Clerk:					
	(i)	Qualified:	1761.35	1409.10	1769.60	1415.70
	(ii)	Learners:				
		first six months of experience	972.75	921.85	977.35	921.85
		second six months of experience	1169.70	935.75	1175.20	940.15
		third six months of experience	1366.95	1093.55	1373.40	1098.70
		next four months of experience	1564.35	1251.50	1571.60	1257.30
		Thereafter, the wage specified in (viii)(i) i.e.	1761.35	1409.10	1769.60	1415.70
(ix)	Knitting Machine Operator, Warp Knitting Machine Operator, Dyer's Assistant, Colouring Mass-Measurer and/or Cutter or Shaper (Knitting) of fully-fashioned garments, Handyman and Warper:					
	(i)	Qualified:	1761.35	1409.10	1769.60	1415.70
	(ii)	Learners:				
		first six months of experience	972.75	921.85	977.35	921.85
		second six months of experience	1103.80	921.85	1109.10	921.85
		third six months of experience	1235.10	988.10	1240.85	992.70
		fourth six months of experience	1366.95	1093.55	1373.50	1098.80
		fifth six months of experience	1498.35	1198.70	1505.15	1204.10
		next four months of experience	1630.10	1304.10	1637.65	1310.10

WAGE SCHEDULE			Group A (i.e. Employers contributing to the Productivity incentive Scheme)		Group B (i.e. Employers NOT contributing to the Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		Thereafter, the wage specified in (b)(i) i.e.	1761.35	1409.10	1769.60	1415.70
(x)	Loader of magazine or comb, Linker, Overlocker other than an overlocker of seconds in socks, Sewing Machinist (Knitting) including a button, buttonhole and hemming machinist, Mender and Plain Sewer:					
	(i)	Qualified:	1536.90	1229.50	1544.15	1235.30
	(ii)	Learners:				
		first six months of experience	972.75	921.85	977.35	921.85
		second six months of experience	1113.40	921.85	1118.45	921.85
		third six months of experience	1254.35	1003.50	1260.20	1008.15
		next four months of experience	1395.95	1116.75	1402.40	1121.90
		Thereafter, the wage specified in (x)(i) i.e.	1536.90	1229.50	1544.15	1235.30
(xi)	Driver of a Motor Vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—:					
	(a)	does not exceed 453,5 kg	1469.25	1175.40	1476.05	1180.85
	(b)	exceeds 453,5 kg but not 2 721 kg	1734.70	1387.75	1742.80	1394.25
	(c)	exceeds 2 721 kg but not 4 535 kg	1847.30	1477.85	1855.80	1484.65
	(d)	exceeds 4 535 kg	2004.65	1603.70	2013.80	1611.05
(xii)	Security Officer:		2243.95	1795.15	2254.35	1803.50
(xiii)	Watchman:		1731.75	1385.40	1739.70	1391.75
(xiv)	Employee not elsewhere specified:					
	(i)	Qualified:	1802.95	1442.35	1811.15	1448.90
	(ii)	Learners:				
		first six months of experience	972.75	921.85	977.35	921.85
		second six months of experience	1179.85	943.90	1185.55	948.45
		third six months of experience	1388.15	1110.50	1394.45	1115.55
		next four months of experience	1595.35	1276.30	1602.75	1282.20

WAGE SCHEDULE			Group A (i.e Employers contributing to the Productivity Incentive Scheme)		Group B (i.e Employers NOT contributing to the Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage rate per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		thereafter, the wage specified in (xiv)(i) i.e.	1802.95	1442.35	1811.15	1448.90
(xv)	Seamer, Mender of socks, Sorter, Cleaner (i.e. an employee engaged in cleaning garments and/or fabrics), Grader, Sampler (i.e. an employee engaged in the making up of sample cards), Winder, Overlocker for seconds in socks and/or Examiner of knitted fabrics and articles, Backwinder, Drawthreader, Pre- and Post-Boarder or Former, Precutter, Presser, Turner, Operator of calendar, slitting, setting or steaming machine, Operator of brushing, raising and/or cropping machine, Operator of dye machine, Operator of drying and/or hydro-extracting machine, employee engaged in Transferring and/or Labelling, Trimming of surplus threads, Folding, Carding and/or Packing, Waxring Maker, Boiler Attendant, Creeler, Despatch Packer, Parcel Maker and Floor Walker/Runner.					
	(i)	Qualified:	1263.50	1010.80	1269.30	1015.45
	(ii)	Learners:				
		first six months of experience	972.75	921.85	977.35	921.85
		second six months of experience	1069.35	921.85	1074.35	921.85
		third six months of experience	1167.15	933.70	1172.40	937.90
		Thereafter, the wage specified in (xv) (i) i.e.	1263.50	1010.80	1269.30	1015.45
(xvi)	Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker		1263.50	1010.80	1269.30	1015.45
(xvii)	General Worker (Knitting)		1467.65	1174.10	1474.55	1179.65
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 4.2%, Across-the-Board.						

3. In the following table of clauses, substitute the existing expression, for the new expression:

Clause No.	Existing 2020/2021	New 2021/2022
25(1)	R3,71	R3,87
25(2)	R5,03	R5,24
26(1)	47 cents	49 cents
26(2)	66 cents	69 cents
40(1)	31 August 2021	31 August 2022
40(1)	1 September 2020	1 September 2021
Annexure C of Clause 43(5)	21 cents	22 cents

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

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

R. W.
A

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(A)	Pattern Maker and/or Grader:				
	(i) Qualified:	2680.50	2144.40	2692.80	2154.20
	(ii) Learners:				
	first six months of experience	965.50	867.60	969.60	867.60
	second six months of experience	1249.40	999.50	1255.30	1004.20
	third six months of experience	1537.70	1230.20	1544.80	1235.80
	fourth six months of experience	1799.70	1439.80	1808.10	1446.50
	fifth six months of experience	2112.20	1689.80	2122.30	1697.80
	next four months of experience	2399.00	1919.20	2410.10	1928.10
	Thereafter, the wage specified in (A)(i) i.e.	2680.50	2144.40	2692.80	2154.20
(B)	Marker-In:				
	(i) Qualified:	2225.40	1780.30	2236.10	1788.90
	(ii) Learners:				
	first six months of experience	965.50	867.60	969.60	867.60
	second six months of experience	1173.50	938.80	1179.20	943.40
	third six months of experience	1384.50	1107.60	1391.10	1112.90
	fourth six months of experience	1594.50	1275.60	1602.30	1281.80
	fifth six months of experience	1805.00	1444.00	1813.80	1451.00
	next four months of experience	2016.00	1612.80	2025.00	1620.00
	Thereafter, the wage specified in (B)(i) i.e.	2225.40	1780.30	2236.10	1788.90
(C)	Mechanic:				
	(i) Qualified:	2170.50	1736.40	2180.80	1744.60
	(ii) Learners:				
	first six months of experience	965.50	867.60	969.60	867.60
	second six months of experience	1097.30	877.80	1102.20	881.80
	third six months of experience	1231.50	985.20	1237.50	990.00
	fourth six months of experience	1365.90	1092.70	1372.20	1097.80
	fifth six months of experience	1500.70	1200.60	1507.70	1206.20
	sixth six months of experience	1633.40	1306.70	1641.30	1313.00
	seventh six months of experience	1768.90	1415.10	1777.10	1421.70
	eighth six months of experience	1902.50	1522.00	1911.90	1529.50
	next four months of experience	2037.30	1629.80	2046.80	1637.40
	Thereafter, the wage specified in (C)(i) i.e.	2170.50	1736.40	2180.80	1744.60

P. W. A

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(D)	Chopper Out, Cutter and/or Re-Cutter, Negative Maker, Screen Maker (Engraver), Screen Printer, Sample Cutter:				
	(i) Qualified:	1612.00	1289.60	1619.90	1295.90
	(ii) Learners:				
	first six months of experience	965.50	867.60	969.60	867.60
	second six months of experience	1125.60	900.50	1131.20	905.00
	third six months of experience	1288.50	1030.80	1294.50	1035.60
	next four months of experience	1452.40	1161.90	1459.10	1167.30
	Thereafter, the wage specified in (D)(i) i.e.	1612.00	1289.60	1619.90	1295.90
*(E1)	Sample Machinist:	1602.90	1282.30	1610.40	1288.30
(E)(a)	Sewing Machinist, Operator of a Linking, Overlocking and/or Sewing Machine, Embroidery Machinist (other than embroidery machine minder):				
	(i) Qualified:	1393.50	1114.80	1400.00	1120.00
	(ii) Learners:				
	first six months of experience	965.50	867.60	969.60	867.60
	second six months of experience	1070.90	867.60	1075.90	867.60
	third six months of experience	1176.50	941.20	1182.40	945.90
	Thereafter, the wage specified in (E)(i) i.e.	1393.50	1114.80	1400.00	1120.00
(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:	1393.50	1114.80	1400.00	1120.00
	(ii) Learners:				
	first six months of experience	965.50	867.60	969.60	867.60
	second six months of experience	1070.90	867.60	1075.90	867.60
	third six months of experience	1176.50	941.20	1182.40	945.90
	next four months of experience	1288.80	1031.00	1294.60	1035.70

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
	Thereafter, the wage specified in (E)(i) i.e.	1393.50	1114.80	1400.00	1120.00
(F1)	Machinist promoted to Assistant Supervisor:				
	(i) Qualified:	1655.80	1324.60	1663.80	1331.00
	(ii) Learners:				
	first six months of experience	1393.50	1114.80	1400.00	1120.00
	second six months of experience	1484.10	1187.30	1490.80	1192.60
	third six months of experience.	1571.30	1257.00	1578.80	1263.00
	Thereafter, the wage specified in (F1)(i) i.e.	1655.80	1324.60	1663.80	1331.00
(F)	Asst Supervisor, other than a Machinist promoted to Asst. Supervisor; Despatch/Factory Clerk and Storeman:				
	(i) Qualified:	1655.80	1324.60	1663.80	1331.00
	(ii) Learners:				
	first six months of experience	965.50	867.60	969.60	867.60
	second six months of experience	1137.70	910.20	1142.70	914.20
	third six months of experience	1310.60	1048.50	1316.70	1053.40
	next four months of experience	1485.20	1188.20	1492.40	1193.90
	Thereafter, the wage specified in (F)(i) i.e.	1655.80	1324.60	1663.80	1331.00
(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:	1156.10	924.90	1161.30	929.00
	(ii) Learners:				
	first six months of experience	965.50	867.60	969.60	867.60

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		second six months of experience	1012.10	867.60	1016.40	867.60
		third six months of experience	1059.30	867.60	1064.70	867.60
		next four months of experience	1106.90	885.50	1112.00	889.60
		Thereafter, the wage specified in (G)(i) i.e.	1156.10	924.90	1161.30	929.00
(H1)	Foreman:		3656.80	2925.40	3673.80	2939.00
(H2)	Supervisor, Assistant Foreman, Head Cutter:		1994.50	1595.60	2003.60	1602.90
(H3)	Artisan:		4174.70	3339.80	4193.70	3355.00
(H4)	Labourer, Scooter Driver and/or Boiler Attendant:		1284.60	1027.70	1290.70	1032.60
(H5)	Watchman:		1484.30	1187.40	1491.30	1193.00
(H6)	Driver (Light Motor Vehicle):		1463.20	1170.60	1469.70	1175.80
(H7)	Driver (Medium Motor Vehicle):		1564.60	1251.70	1571.60	1257.30
	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 4.2%, Across-the-Board.						

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

P.W.
A

Wage Category	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)			GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)		
	Wage per week from 01 Sept 2021 to 31 Aug 2022	Across the Board Increase 4.2%	New Ees on Incentivised Scheme Effective 1 September 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 September 2021 to 31 Aug 2022	Across the Board Increase 4.2%	New Ees on Incentivised Scheme Effective 1 September 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	R	R	R	R	R	R
A	2 680.50	108.00	2 144.40	2 692.80	108.50	2 154.20
B	2 225.40	89.70	1 780.30	2 236.10	90.10	1 788.90
C	2 170.50	87.50	1 736.40	2 180.80	87.90	1 744.60
D	1 612.00	65.00	1 289.60	1 619.90	65.30	1 295.90
E1	1 602.90	64.60	1 282.30	1 610.40	64.90	1 288.30
E (a)	1 393.50	56.20	1 114.80	1 400.00	56.40	1 120.00
E (b)	1 393.50	56.20	1 114.80	1 400.00	56.40	1 120.00
F1	1 655.80	66.70	1 324.60	1 663.80	67.10	1 331.00
F	1 655.80	66.70	1 324.60	1 663.80	67.10	1 331.00
G	1 156.10	46.60	924.90	1 161.30	46.80	929.00
H1	3 656.80	147.40	2 925.40	3 673.80	148.10	2 939.00
H2	1 994.50	80.40	1 595.60	2 003.60	80.80	1 602.90
H3	4 174.70	168.30	3 339.80	4 193.70	169.00	3 355.00
H4	1 284.60	51.80	1 027.70	1 290.70	52.00	1 032.60
H5	1 484.30	59.80	1 187.40	1 491.30	60.10	1 193.00
H6	1 463.20	59.00	1 170.60	1 469.70	59.20	1 175.80
H7	1 564.60	63.10	1 251.70	1 571.60	63.30	1 257.30

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

P.W.
A

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(a)	Supervisor:	2249.60	1799.70	2254.90	1803.90
(b)	Milliner (Upgrade to Trimmer):				
	(i) Qualified	1784.20	1427.40	1789.00	1431.20
	(ii) Learners:				
	first six months of experience	1264.20	1011.40	1267.20	1013.80
	second six months of experience	1382.30	1105.80	1385.40	1108.30
	third six months of experience	1517.80	1214.20	1521.20	1217.00
	next four months of experience	1683.00	1346.40	1687.10	1349.70
	Thereafter, the wage specified in (b)(i) i.e.	1784.20	1427.40	1789.00	1431.20
(c)	(1) Blocker-Front (Upgrade from Assistant Blocker):				
	(i) Qualified:	1501.30	1201.00	1504.90	1203.90
	(ii) Learners:				
	first six months of experience	1244.40	995.50	1247.40	997.90
	second six months of experience	1284.70	1027.80	1287.60	1030.10
	third six months of experience	1365.90	1092.70	1369.00	1095.20
	next four months of experience	1429.30	1143.40	1433.00	1146.40
	Thereafter, the wage specified in (c)(1)(i) i.e.	1501.30	1201.00	1504.90	1203.90
	(2) Driver:	1501.30	1201.00	1504.90	1203.90
(d)	Machine Operator & Chopper-Out:				
	(i) Qualified:	1389.50	1111.60	1392.30	1113.80
	(ii) Learners:				
	first six months of experience	926.70	889.30	926.70	889.30
	second six months of experience	1001.00	889.30	1003.40	889.30
	third six months of experience	1071.90	889.30	1074.60	889.30
	next four months of experience	1237.50	990.00	1240.40	992.30
	Thereafter, the wage specified in (d)(i) i.e.	1389.50	1111.60	1392.30	1113.80
(e)	Trimmer/General Worker/Labourer/Assistant Blocker:				

P. G. A

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(i) Qualified:		1184.30	947.40	1186.90	949.50
(ii) Learners:					
	first six months of experience	926.70	889.30	926.70	889.30
	second six months of experience	960.30	889.30	962.50	889.30
	third six months of experience	1031.00	889.30	1033.80	889.30
	next four months of experience	1109.50	889.30	1111.90	889.50
	Thereafter, the wage specified in (e)(i) i.e.	1184.30	947.40	1186.90	949.50
(f)	Boiler Attendant & Watchman:	1295.30	1036.20	1298.60	1038.90
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 4.2%, Across-the-Board.					

4. In the following table of clauses, substitute the existing expression, for the new expression:

Clause No.	Existing 2020/2021	New 2021/2022
4A(1)	31 August 2021	31 August 2022
27(1)	31 August 2021	31 August 2022
27(1)	1 September 2021	1 September 2022
30(5)	22 cents	23 cents

Clause No.	Existing 2020/2021	New 2021/2022
33 (1)(a)	R3,15	R3,28
33(1)(b)	R3,39	R3,53

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

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

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
(i)	Foreman:		2780.50	2224.40	2793.60	2234.90
(ii)	Dyer: (See (iv) below)					
(iii)	Storeman:					
	(i) Qualified:		2676.40	2141.10	2689.00	2151.20
	(ii) Learners:					
	first six months of experience		966.20	921.80	970.80	921.80
	second six months of experience		1393.80	1115.00	1400.20	1120.20
	third six months of experience		1821.30	1457.00	1829.90	1463.90
	next four months of experience		2248.90	1799.10	2259.50	1807.60
	Thereafter, the wage specified in (iii)(i) i.e.		2676.40	2141.10	2689.00	2151.20
(iv)	Mechanic/Dyer:					
	(i) Qualified:		2780.50	2224.40	2793.60	2234.90

40 of 71

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		(ii) Learners:				
		first six months of experience	966.20	921.80	970.80	921.80
		second six months of experience	1147.70	921.80	1152.90	922.30
		third six months of experience	1329.00	1063.20	1335.20	1068.20
		fourth six months of experience	1510.70	1208.60	1517.60	1214.10
		fifth six months of experience	1691.90	1353.50	1699.90	1359.90
		sixth six months of experience	1873.20	1498.60	1882.00	1505.60
		seventh six months of experience	2054.70	1643.80	2064.40	1651.50
		eighth six months of experience	2236.20	1789.00	2246.70	1797.40
		ninth six months of experience	2417.20	1933.80	2428.40	1942.70
		next four months of experience	2599.60	2079.70	2611.70	2089.40
		Thereafter, the wage specified in (iv)(i) i.e.	2780.50	2224.40	2793.60	2234.90
(v)		Mechanic's Assistant:				
		(i) Qualified:	1820.80	1456.60	1829.10	1463.30
		(ii) Learners:				
		first six months of experience	966.20	921.80	970.80	921.80
		second six months of experience	1050.80	921.80	1055.40	921.80
		third six months of experience	1117.20	921.80	1142.70	921.80
		fourth six months of experience	1222.30	977.80	1227.70	982.20
		fifth six months of experience	1308.20	1046.60	1314.20	1051.40
		sixth six months of experience	1393.90	1115.10	1400.40	1120.30
		seventh six months of experience	1478.90	1183.10	1486.00	1188.80
		eighth six months of experience	1565.10	1252.10	1571.80	1257.40
		ninth six months of experience	1649.90	1319.90	1657.40	1325.90
		next four months of experience	1735.90	1388.70	1743.60	1394.90
		Thereafter, the wage specified in (v)(i) i.e.	1820.80	1456.60	1829.10	1463.30
(vi)		Supervisor:	1925.20	1540.20	1934.20	1547.40
(vii)		Final Examiner of fully-fashioned garments:	1787.40	1429.90	1796.00	1436.80
(viii)		Factory Clerk, Despatch Clerk, Stores Clerk:				
		(i) Qualified	1750.20	1400.20	1758.60	1406.90
		(ii) Learners:				
		first six months of experience	966.20	921.80	970.80	921.80
		second six months of experience	1162.00	929.60	1167.60	934.10
		third six months of experience	1358.10	1086.50	1364.30	1091.40
		next four months of experience	1554.50	1243.60	1562.00	1249.60

Q. J.
A

WAGE SCHEDULE				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION				Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			Thereafter, the wage specified in (viii)(i) i.e.	1750.20	1400.20	1758.60	1406.90
(ix)			Knitting Machine Operator, Warp Knitting Machine Operator, Dyer's Assistant, Colouring Mass-Measurer and/or Cutter or Shaper of fully-fashioned garments, Handyman and Warper:				
			(i) Qualified:	1750.20	1400.20	1758.60	1406.90
			(ii) Learners:				
			first six months of experience	966.20	921.80	970.80	921.80
			second six months of experience	1096.70	921.80	1101.30	921.80
			third six months of experience	1227.10	981.70	1232.60	986.10
			fourth six months of experience	1358.10	1086.50	1364.30	1091.40
			fifth six months of experience	1488.60	1190.90	1495.90	1196.70
			next four months of experience	1619.80	1295.80	1627.00	1301.60
			Thereafter, the wage specified in (ix)(i) i.e.	1750.20	1400.20	1758.60	1406.90
(x)			Loader of magazine or comb, Linker, Overlocker other than an overlocker of seconds in socks, Mender and Plain Sewer:				
(a)			(i) Qualified:	1527.30	1221.80	1534.20	1227.40
			(ii) Learners:				
			first six months of experience	966.20	921.80	970.80	921.80
			second six months of experience	1106.10	921.80	1111.30	921.80
			third six months of experience	1246.20	997.00	1252.20	1001.80
			next four months of experience	1387.00	1109.60	1393.50	1114.80
			Thereafter, the wage specified in (x)(i) i.e.	1527.30	1221.80	1534.20	1227.40
(x)			Sewing Machinist including a button, buttonhole and hemming machinist:				
(b)			(i) Qualified:	1527.30	1221.80	1534.20	1227.40
			(ii) Learners:				
			first six months of experience	966.20	921.80	970.80	921.80
			second six months of experience	1106.10	921.80	1111.30	921.80
			third six months of experience	1246.20	997.00	1252.20	1001.80
			Thereafter, the wage specified in (x)(i) i.e.	1527.30	1221.80	1534.20	1227.40


 A

WAGE SCHEDULE				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION				Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
(xi)	Driver of a Motor Vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—:						
		(a)	does not exceed 453,5 kg	1460.10	1168.10	1466.70	1173.40
		(b)	exceeds 453,5 kg but not 2 721 kg	1723.80	1379.00	1731.60	1385.30
		(c)	exceeds 2 721 kg but not 4 535 kg	1835.70	1468.60	1844.30	1475.40
		(d)	exceeds 4 535 kg	1992.10	1593.70	2001.60	1601.30
(xii)	Security Officer:			2230.30	1784.20	2240.30	1792.20
(xiii)	Watchman:			1720.80	1376.60	1728.80	1383.00
(xiv)	Employee not elsewhere specified:						
		(i)	Qualified:	1791.60	1433.30	1799.80	1439.80
		(ii)	Learners:				
			first six months of experience	966.20	921.80	970.80	921.80
			second six months of experience	1172.00	937.60	1177.70	942.20
			third six months of experience	1378.90	1103.10	1385.40	1108.30
			next four months of experience	1585.10	1268.10	1592.40	1273.90
			Thereafter, the wage specified in (xiv)(i) i.e.	1791.60	1433.30	1799.80	1439.80
(xv)	Seamer, Mender of socks, Sorter, Cleaner (i.e. an employee engaged in cleaning garments and/or fabrics), Grader, Sampler (i.e. an employee engaged in the making up of sample cards), Winder, Overlocker for seconds in socks and/or Examiner of knitted fabrics and articles, Backwinder, Drawthreader, Pre-and Post-boarder or Former, Precutter, Presser, Turner, Operator of calender, slitting, setting or steaming machine, Operator of brushing, raising and/or cropping machine, Operator of dye machine, Operator of drying and/or hydro-extracting machine, employee engaged in Transferring and/or Labelling, Trimming off surplus threads, Folding, Carding and/or Packing, Waxring Maker, Boiler Attendant, Creeler, Teamaker, Despatch Packer, Parcel Maker, General Worker and Floor Walker/Runner:			1458.30	1166.60	1465.10	1172.10

R.W.
A

CONTINUES ON PAGE 130 OF BOOK 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
Publications: Tel: (012) 748 6053, 748 6061, 748 6065



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11376

Regulasiekoerant

Vol. 678

24

December
Desember

2021

No. 45696

PART 2 OF 2

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 1682-5845



9 771682 584003



4 5 6 9 6



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

WAGE SCHEDULE				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION				Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
(xvi)	General Worker/Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker employed after 30-06-1987:			1255.30	1004.20	1261.10	1008.90
(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:		1255.30	1004.20	1261.10	1008.90
	(ii)	Leamers:					
		first six months of experience		966.20	921.80	970.80	921.80
		second six months of experience		1062.10	921.80	1067.10	921.80
		third six months of experience		1159.40	927.50	1164.60	931.70
		Thereafter, the wage specified in (xvii) (i) i.e.		1255.30	1004.20	1261.10	1008.90
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 4.2%, Across-the-Board.							

2. In the following table of clauses, substitute the existing expression, for the new expression:

“

Clause No.	Existing 2020/2021	New 2021/2022
11(2)(a)	R3,15	R3,28
11(2)(b)	R3,39	R3,53

P.W.
A

Clause No.	Existing 2020/2021	New 2021/2022
13E(1)	48 cents	50 cents
13F(2)	73 cents	76 cents
19(4)	R27.39	R28.54
19(5)	R27.39	R28.54
20(2)(b)	R8,57	R8,93
30(5)	22 cents	23 cents
31(1)	31 August 2021	31 August 2022
31(1)	1 September 2020	1 September 2021

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

1. In clause 1(2)(b), substitute the new expression "R146 874,00 per annum" for the existing expression "R140 946,00 per annum".
2. In clause 4(1)(a), substitute the existing wage schedule with the following new wage schedule (for clothing establishments):

WAGE SCHEDULE	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)
---------------	--	--

R-5
A

DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
Part A - Cutting Department						
Head Cutter			2813.50	2251.00	2824.50	2259.50
Pattern Maker:						
	(a)	Qualified	2813.50	2251.00	2824.50	2259.50
	(b)	Learner				
		First year				
		First six months of experience	1575.50	1260.50	1581.00	1265.00
		Second six months of experience	1740.00	1392.00	1746.00	1397.00
		Second year				
		First six months of experience	1903.00	1522.50	1912.00	1529.50
		Second six months of experience	2077.50	1662.00	2088.00	1670.50
		Third year				
		First six months of experience	2267.00	1813.50	2276.00	1821.00
		Next four months of experience	2445.50	1956.50	2457.50	1966.00
		Thereafter, the wage specified in (a), i.e.	2813.50	2251.00	2824.50	2259.50
Pattern Grader						
	(a)	Qualified	2269.00	1815.00	2278.00	1822.50
	(b)	Learner				
		First year				
		First six months of experience	1480.50	1184.50	1489.50	1191.50
		Second six months of experience	1575.50	1260.50	1581.00	1265.00
		Second year				
		First six months of experience	1667.50	1334.00	1678.00	1342.50
		Second six months of experience	1787.50	1430.00	1796.00	1437.00
		Third year				
		First six months of experience	1903.00	1522.50	1912.00	1529.50
		Next four months of experience	2026.00	1621.00	2036.00	1629.00
		Thereafter, the wage specified in (a), i.e.	2269.00	1815.00	2278.00	1822.50
Cutter, lay-maker:						
	(a)	Qualified	2189.00	1751.00	2196.50	1757.00
	(b)	Learner				
		First year				
		First six months of experience	1328.50	1063.00	1336.50	1069.00
		Second six months of experience	1463.50	1171.00	1469.00	1175.00
		Second year				
		First six months of experience	1596.00	1277.00	1604.00	1283.00
		Second six months of experience	1746.00	1397.00	1756.50	1405.00
		Third year				
		First four months of experience	1914.50	1531.50	1924.50	1539.50
		Thereafter, the wage specified in (a), i.e.	2189.00	1751.00	2196.50	1757.00
Interlining cutter, trimmer, leather cutter and tie cutter						
	(a)	Qualified	1577.00	1261.50	1584.00	1267.00
	(b)	Learner				

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		First year				
		First six months of experience	1184.00	947.00	1188.00	950.50
		Second six months of experience	1255.50	1004.50	1260.00	1008.00
		Second year				
		First six months of experience	1320.00	1056.00	1327.00	1061.50
		Second six months of experience	1390.50	1112.50	1398.50	1119.00
		Third year				
		First four months of experience	1459.50	1167.50	1465.00	1172.00
		Thereafter, the wage specified in (a), i.e.	1577.00	1261.50	1584.00	1267.00
	(c)	If advanced to learner cutter:				
		First six months from date of advancement	1709.00	1367.00	1717.50	1374.00
		Second six months from date of advancement	1914.50	1531.50	1924.50	1539.50
		Thereafter, the wage specified for a qualified cutter, i.e.	2189.00	1751.00	2196.50	1757.00
		Layer-up:				
	(a)	Qualified	1360.00	1088.00	1365.00	1092.00
	(b)	Learner				
		First year				
		First six months of experience	1144.50	922.00	1150.00	922.00
		Second six months of experience	1184.00	947.00	1188.00	950.50
		Second year				
		First six months of experience	1237.00	989.50	1243.00	994.50
		Thereafter, the wage specified in (a), i.e.	1360.00	1088.00	1365.00	1092.00
	(c)	If advanced to learner cutter:				
		First six months from date of advancement	1360.00	1088.00	1365.00	1092.00
		Second six months from date of advancement	1596.00	1277.00	1604.00	1283.00
		Third six months from date of advancement	1746.00	1397.00	1756.50	1405.00
		Fourth six months from date of advancement	1914.50	1531.50	1924.50	1539.50
		Thereafter, the wage specified for a qualified cutter, i.e.	2189.00	1751.00	2196.50	1757.00
	(d)	If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:				
		First six months from date of advancement	1360.00	1088.00	1365.00	1092.00
		Second six months from date of advancement	1459.50	1167.50	1465.00	1172.00
		Thereafter, the wage specified for a qualified interlining cutter, trimmer, leather cutter or tie cutter, i.e.	1577.00	1261.50	1584.00	1267.00

13
A

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
	(e)	If advanced to fitter-up:				
		First six months from date of advancement	1360.00	1088.00	1365.00	1092.00
		Second six months from date of advancement	1410.00	1128.00	1415.00	1132.00
		Third six months from date of advancement	1480.50	1184.50	1489.50	1191.50
		Fourth six months from date of advancement	1577.00	1261.50	1584.00	1267.00
		Thereafter, the wage specified for fitter-up, i.e.	1740.00	1392.00	1746.00	1397.00
	Clicker:					
	(a)	Qualified	1626.50	1301.00	1634.50	1307.50
	(b)	Learner				
		First year	1219.50	975.50	1225.50	980.50
		Second year	1390.50	1112.50	1398.50	1119.00
		Thereafter, the wage specified in (a) i.e.	1626.50	1301.00	1634.50	1307.50
	Tracer:					
	(a)	Qualified	1526.50	1221.00	1532.50	1226.00
	(b)	Learner				
		First year				
		First six months of experience	1219.50	975.50	1225.50	980.50
		Second six months of experience	1305.50	1044.50	1311.50	1049.00
		Second year				
		First six months of experience	1381.50	1105.00	1387.00	1109.50
		Thereafter, the wage specified in (a), i.e.	1526.50	1221.00	1532.50	1226.00
Part B - Factory Operatives						
Clothing machine mechanic:						
	(a)	Qualified	2813.50	2251.00	2824.50	2259.50
	(b)	Learner				
		First year				
		First six months of experience	1575.50	1260.50	1581.00	1265.00
		Second six months of experience	1740.00	1392.00	1746.00	1397.00
		Second year				
		First six months of experience	1903.00	1522.50	1912.00	1529.50
		Second six months of experience	2077.50	1662.00	2088.00	1670.50
		Third year				
		First four months of experience	2267.00	1813.50	2276.00	1821.00
		Second four months of experience	2445.50	1956.50	2457.50	1966.00
		Thereafter, the wage specified in (a), i.e.	2813.50	2251.00	2824.50	2259.50

R.W.
A

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
Clothing technician:						
(a)	Qualified		2813.50	2251.00	2824.50	2259.50
(b)	Learner					
	First year					
	First six months of experience		1575.50	1260.50	1581.00	1265.00
	Second six months of experience		1740.00	1392.00	1746.00	1397.00
	Second year					
	First six months of experience		1903.00	1522.50	1912.00	1529.50
	Second six months of experience		2077.50	1662.00	2088.00	1670.50
	Third year					
	First six months of experience		2267.00	1813.50	2276.00	1821.00
	Next four months of experience		2445.50	1956.50	2457.50	1966.00
	Thereafter, the wage specified in (a), i.e.		2813.50	2251.00	2824.50	2259.50
Grade A employee:						
(a)	Qualified		1740.00	1392.00	1746.00	1397.00
(b)	Learner					
	First year					
	First six months of experience		1224.50	979.50	1228.50	983.00
	Second six months of experience		1319.00	1055.00	1325.00	1060.00
	Second year					
	First six months of experience		1410.00	1128.00	1415.00	1132.00
	Second six months of experience		1480.50	1184.50	1489.50	1191.50
	Third year					
	First four months of experience		1577.00	1261.50	1584.00	1267.00
	Thereafter, the wage specified in (a), i.e.		1740.00	1392.00	1746.00	1397.00
Grade B employee:						
(a)	Qualified		1486.50	1189.00	1492.00	1193.50
(b)	Learner					
	First year					
	First six months of experience		1206.00	965.00	1212.00	969.50
	Second six months of experience		1269.00	1015.00	1274.50	1019.50
	Second year					
	First six months of experience		1333.00	1066.50	1339.00	1071.00
	Thereafter, the wage specified in (a), i.e.		1486.50	1189.00	1492.00	1193.50
(c)	If advanced to Grade A employee:					
	First six months from date of advancement		1486.50	1189.00	1492.00	1193.50
	Second six months from date of advancement		1530.50	1224.50	1537.50	1230.00
	Third six months from date of advancement		1577.00	1261.50	1584.00	1267.00

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	1740.00	1392.00	1746.00	1397.00
		Grade C employee:				
	(a)	Qualified	1319.00	1055.00	1325.00	1060.00
	(b)	Learner				
		First year				
		First six months of experience	1182.00	945.50	1187.00	949.50
		Second six months of experience	1215.50	972.50	1221.00	977.00
		Thereafter, the wage specified in (a), i.e.	1319.00	1055.00	1325.00	1060.00
	(c)	If advanced to Grade B employee:				
		First six months from date of advancement	1319.00	1055.00	1325.00	1060.00
		Second six months from date of advancement	1333.00	1066.50	1339.00	1071.00
		Thereafter, the wage specified for a qualified Grade B employee, i.e.	1486.50	1189.00	1492.00	1193.50
		Underpresser, blocker:				
	(a)	Qualified	1333.00	1066.50	1339.00	1071.00
	(b)	Learner				
		First year				
		First six months of experience	1144.50	922.00	1150.00	922.00
		Second six months of experience	1184.00	947.00	1188.00	950.50
		Second year				
		First six months of experience	1237.00	989.50	1243.00	994.50
		Thereafter, the wage specified in (a), i.e.	1333.00	1066.50	1339.00	1071.00
	(c)	If advanced to learner presser:				
		First six months from date of advancement	1333.00	1066.50	1339.00	1071.00
		Second six months from date of advancement	1577.00	1261.50	1584.00	1267.00
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	1740.00	1392.00	1746.00	1397.00
		Part C - Clerical employees				
		Clerk				
	(a)	Qualified	1914.50	1531.50	1924.50	1539.50
	(b)	Learner				
		First year	1414.00	1131.00	1418.00	1134.50
		Second year	1536.00	1229.00	1543.00	1234.50
		Third year				
		First four months of experience	1679.00	1343.00	1687.00	1349.50
		Thereafter, the wage specified in (a), i.e.	1914.50	1531.50	1924.50	1539.50

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
Factory Clerk						
	(a)	Qualified	1436.50	1149.00	1444.50	1155.50
	(b)	Learner				
		First year	1144.50	922.00	1150.00	922.00
		Second year	1219.50	975.50	1225.50	980.50
		Third year				
		First four months of experience	1319.00	1055.00	1325.00	1060.00
		Thereafter, the wage specified in (a), i.e.	1436.50	1149.00	1444.50	1155.50
Part D - General						
Boiler attendant			1364.50	1091.50	1372.00	1097.50
Despatch packer			1410.00	1128.00	1415.00	1132.00
General Worker			1319.00	1055.00	1325.00	1060.00
Labourer			1333.00	1066.50	1339.00	1071.00
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle -						
	(a)	does not exceed 1 360 kg	1410.00	1128.00	1415.00	1132.00
	(b)	exceeds 1 360 but not 2 720 kg	1463.50	1171.00	1469.00	1175.00
	(c)	exceeds 2 720 kg	1667.50	1334.00	1678.00	1342.50
Supervisor, quality controller and instructor			1787.50	1430.00	1796.00	1437.00
Traveller's driver			1463.50	1171.00	1469.00	1175.00
Watchman or caretaker, whose ordinary hours of work are -						
	(a)	less than 60 hours per week	1521.00	1217.00	1527.50	1222.00
	(b)	60 hours per week	1596.00	1277.00	1604.00	1283.00
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 4.2%, Across-the-Board.						

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

P.3
A

WAGE SCHEDULE			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
Blocker						
(a)	Qualified		1388.50	1111.00	1393.00	1114.50
(b)	Learner					
	First year					
	First six months of experience		960.00	922.00	966.00	922.00
	Second six months of experience		1071.00	922.00	1076.50	922.00
	Second year					
	First six months of experience		1173.50	939.00	1179.50	943.50
	Second six months of experience		1282.00	1025.50	1287.50	1030.00
	Thereafter, the wage specified in (a), i.e.		1388.50	1111.00	1393.00	1114.50
Chopper-Out (Millinery)/Trimmer (Millinery)/Packer (Millinery):						
(a)	Qualified		1145.00	922.00	1151.50	922.00
(b)	Learner					
	First year					
	First six months of experience		960.00	922.00	966.00	922.00
	Second six months of experience		997.00	922.00	1003.50	922.00
	Second year					
	First six months of experience		1033.00	922.00	1037.50	922.00
	Second six months of experience		1074.00	922.00	1078.00	922.00
	Third year					
	First four months of experience		1108.50	922.00	1113.00	922.00
	Thereafter, the wage specified in (a), i.e.		1145.00	922.00	1151.50	922.00
Clerk						
(a)	Qualified		1914.50	1531.50	1924.50	1539.50
(b)	Learner					
	First year		1414.00	1131.00	1418.00	1134.50
	Second year		1536.00	1229.00	1543.00	1234.50
	Third year					
	First four months of experience		1679.00	1343.00	1687.00	1349.50
	Thereafter, the wage specified in (a), i.e.		1914.50	1531.50	1924.50	1539.50

Handwritten signature/initials.

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
General Worker (Millinery)		1134.00	922.00	1138.00	922.00
Grade 1 Employee (Millinery):					
(a)	Qualified	1121.50	922.00	1126.00	922.00
(b)	Learner				
	First year				
	First six months of experience	960.00	922.00	966.00	922.00
	Second six months of experience	1000.00	922.00	1007.00	922.00
	Second year				
	First six months of experience	1057.00	922.00	1061.50	922.00
	Thereafter, the wage specified in (a), i.e.	1121.50	922.00	1126.00	922.00
Milliner:					
(a)	Qualified	1212.50	970.00	1218.50	975.00
(b)	Learner				
	First year				
	First six months of experience	960.00	922.00	966.00	922.00
	Second six months of experience	1020.50	922.00	1025.50	922.00
	Second year				
	First six months of experience	1024.00	922.00	1027.50	922.00
	Second six months of experience	1070.50	922.00	1076.00	922.00
	Third year				
	First six months of experience	1119.00	922.00	1123.50	922.00
	Next four months of experience	1173.50	939.00	1179.50	943.50
	Thereafter, the wage specified in (a) i.e.	1212.50	970.00	1218.50	975.00
Millinery Machinist:					
(a)	Qualified	1225.50	980.50	1231.50	985.00
(b)	Learner				
	First year				
	First six months of experience	960.00	922.00	966.00	922.00
	Second six months of experience	1046.50	922.00	1052.50	922.00
	Second year				
	First six months of experience	1109.50	922.00	1116.00	922.00
	Thereafter, the wage specified in (a), i.e.	1225.50	980.50	1231.50	985.00
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	1455.00	1164.00	1463.00	1170.50
(b)	exceeds 2268	1537.50	1230.00	1544.00	1235.00

WAGE SCHEDULE		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
Plain Sewer (Millinery):					
(a)	Qualified	1145.00	922.00	1151.50	922.00
(b)	Learner				
	First year				
	First six months of experience	960.00	922.00	966.00	922.00
	Second six months of experience	1010.50	922.00	1018.00	922.00
	Second year				
	First six months of experience	1077.00	922.00	1081.50	922.00
	Thereafter, the wage specified in (a), i.e.	1145.00	922.00	1151.50	922.00
Supervisor (Millinery)		1643.00	1314.50	1651.00	1321.00
Watchman or Caretaker (Millinery)		1658.00	1326.50	1664.50	1331.50
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 4.2%, Across-the-Board.					

4. In the following table of clauses, substitute the existing expression, for the new expression:

Clause No.	Existing 2020/2021	Existing 2021/2022
4(12)	1 March 2021	1 September 2021
22(2)(a)	R3,16	R3,29
22(2)(b)	R5,07	R5,28
26(4)(b)	R13,16	R13,71
26(4)(b)	R15,70	R16,36
26(4)(b)	R17,13	R17,85
26(4)(b)	R29,24	R30,47
26(4)(b)	R29,24	R30,47
26(4)(b)	R29,24	R30,47
27(3)	49 cents	51 cents
27(4)	73 cents	76 cents
38(5)	32 cents	33 cents
39(3)	57 cents	59 cents
41(1)	31 August 2021	31 August 2022
41(1)	1 September 2020	1 September 2021

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

1. In clause 1(2)(b), substitute the new expression "R111 124.00 per annum" for the existing expression "R106 652.00 per annum".

R. W.
W

2. In clause 4(1), substitute the existing wage schedule with the following new wage schedule (for Country Areas establishments):

WAGE SCHEDULE			Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
Part A - Cutting Department						
		Head Cutter	2128.50	1703.00	2137.00	1709.50
		Pattern Maker:				
	(a)	Qualified	2128.50	1703.00	2137.00	1709.50
	(b)	Learner				
		First year				
		First six months of experience	1281.50	1025.00	1287.50	1030.00
		Second six months of experience	1392.00	1113.50	1399.00	1119.00
		Second year				
		First six months of experience	1509.00	1207.00	1516.00	1213.00
		Second six months of experience	1625.50	1300.50	1632.50	1306.00
		Third year				
		First four months of experience	1753.50	1403.00	1759.00	1407.00
		Thereafter, the wage specified in (a), i.e.	2128.50	1703.00	2137.00	1709.50
		Pattern Grader				
	(a)	Qualified	1758.00	1406.50	1765.50	1412.50
	(b)	Learner				
		First year				
		First six months of experience	1208.00	966.50	1212.50	970.00
		Second six months of experience	1281.50	1025.00	1287.50	1030.00
		Second year				
		First six months of experience	1351.50	1081.00	1357.00	1085.50
		Second six months of experience	1426.00	1141.00	1433.00	1146.50
		Third year				
		First six months of experience	1509.00	1207.00	1516.00	1213.00
		Next four months of experience	1590.50	1272.50	1596.50	1277.00
		Thereafter, the wage specified in (a), i.e.	1758.00	1406.50	1765.50	1412.50
		Cutter, lay-maker:				
	(a)	Qualified	1699.00	1359.00	1708.00	1366.50
	(b)	Learner				

Handwritten signature/initials

WAGE SCHEDULE			Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		First year				
		First six months of experience	1108.00	922.00	1111.00	922.00
		Second six months of experience	1202.50	962.00	1208.00	966.50
		Second year				
		First six months of experience	1300.00	1040.00	1302.00	1041.50
		Second six months of experience	1400.50	1120.50	1407.00	1125.50
		Third year				
		First six months of experience	1518.00	1214.50	1524.00	1219.00
		Next four months of experience	1699.00	1359.00	1708.00	1366.50
		Interlining cutter, trimmer, leather cutter and tie cutter				
	(a)	Qualified	1287.00	1029.50	1290.50	1032.50
	(b)	Learner				
		First year				
		First six months of experience	1012.00	922.00	1013.50	922.00
		Second six months of experience	1057.00	922.00	1059.50	922.00
		Second year				
		First six months of experience	1104.50	922.00	1109.00	922.00
		Second six months of experience	1151.50	922.00	1153.50	923.00
		Third year				
		First four months of experience	1200.50	960.50	1203.00	962.50
		Thereafter, the wage specified in (a) i.e.	1287.00	1029.50	1290.50	1032.50
	(c)	If advanced to learner cutter:				
		First six months from date of advancement	1375.50	1100.50	1381.50	1105.00
		Second six months from date of advancement	1518.00	1214.50	1524.00	1219.00
		Thereafter, the wage specified for a qualified cutter, i.e.	1699.00	1359.00	1708.00	1366.50
		Layer-up:				
	(a)	Qualified	1128.50	922.00	1132.50	922.00
		First year				
		First six months of experience	987.00	922.00	991.00	922.00
		Second six months of experience	1012.00	922.00	1013.50	922.00
		Second year				
		First six months of experience	1045.50	922.00	1049.00	922.00
		Thereafter, the wage specified in (a), i.e.	1128.50	922.00	1132.50	922.00
	(b)	If advanced to learner cutter:				
		First six months from date of	1128.50	922.00	1132.50	922.00

57 of 71

P.W.
R

WAGE SCHEDULE			Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		advancement				
		Second six months from date of advancement	1300.00	1040.00	1302.00	1041.50
		Third six months from date of advancement	1400.50	1120.50	1407.00	1125.50
		Fourth six months from date of advancement	1518.00	1214.50	1524.00	1219.00
		Thereafter, the wage specified for a qualified cutter, i.e.	1699.00	1359.00	1708.00	1366.50
Clicker:						
	(a)	Qualified	1320.00	1056.00	1325.00	1060.00
	(b)	Learner				
		First year of experience	1035.50	922.00	1037.50	922.00
		Second year of experience	1151.50	922.00	1153.50	923.00
		Thereafter, the wage specified in (a), i.e.	1320.00	1056.00	1325.00	1060.00
Tracer:						
	(a)	Qualified	1251.00	1001.00	1254.00	1003.00
	(b)	Learner				
		First year				
		First six months of experience	1035.50	922.00	1037.50	922.00
		Second six months of experience	1092.50	922.00	1095.50	922.00
		Second year				
		First six months of experience	1144.50	922.00	1151.50	922.00
		Thereafter, the wage specified in (a), i.e.	1251.00	1001.00	1254.00	1003.00
Part B - Factory Operatives						
Clothing machine mechanic:						
	(a)	Qualified	2128.50	1703.00	2137.00	1709.50
	(b)	Learner				
		First year				
		First six months of experience	1281.50	1025.00	1287.50	1030.00
		Second six months of experience	1392.00	1113.50	1399.00	1119.00
		Second year				
		First six months of experience	1509.00	1207.00	1516.00	1213.00
		Second six months of experience	1625.50	1300.50	1632.50	1306.00
		Third year				
		First six months of experience	1753.50	1403.00	1759.00	1407.00
		Next four months of experience	1880.50	1504.50	1886.50	1509.00
		Thereafter, the wage specified in (a), i.e.	2128.50	1703.00	2137.00	1709.50

WAGE SCHEDULE		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION		Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
Grade A employee:					
(a)	Qualified	1392.00	1113.50	1399.00	1119.00
(b)	Learner				
	First year				
	First six months of experience	1039.00	922.00	1045.00	922.00
	Second six months of experience	1103.00	922.00	1108.00	922.00
	Second year				
	First six months of experience	1160.50	928.50	1165.00	932.00
	Second six months of experience	1218.50	975.00	1224.50	979.50
	Third year				
	First four months of experience	1287.00	1029.50	1290.50	1032.50
	Thereafter, the wage specified in (a), i.e.	1392.00	1113.50	1399.00	1119.00
Grade B employee:					
(a)	Qualified	1179.50	943.50	1195.00	956.00
(b)	Learner				
	First year				
	First six months of experience	1039.00	922.00	1039.00	922.00
	Second six months of experience	1074.50	922.00	1077.00	922.00
	Second year				
	First six months of experience	1107.50	922.00	1113.00	922.00
	Thereafter, the wage specified in (a), i.e.	1179.50	943.50	1195.00	956.00
(c)	If advanced to Grade A employee:				
	First six months from date of advancement	1179.50	943.50	1195.00	956.00
	Second six months from date of advancement	1187.50	950.00	1202.50	962.00
	Third six months from date of advancement	1240.00	992.00	1260.00	1008.00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	1380.50	1104.50	1370.00	1096.00
Grade C employee:					
(a)	Qualified	1103.00	922.00	1108.00	922.00
(b)	Learner				
	First year				
	First six months of experience	1008.50	922.00	1010.50	922.00
	Second six months of experience	1034.50	922.00	1036.50	922.00

WAGE SCHEDULE			Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		Thereafter, the wage specified in (a), i.e.	1103.00	922.00	1108.00	922.00
(c)		If advanced to Grade B employee:				
		First six months from date of advancement	1103.00	922.00	1108.00	922.00
		Second six months from date of advancement	1111.00	922.00	1115.50	922.00
		Thereafter, the wage specified for a qualified Grade B employee, i.e.	1208.00	966.50	1212.50	970.00
		Underpresser, blocker:				
(a)		Qualified	1111.00	922.00	1115.50	922.00
(b)		Learner				
		First year				
		First six months of experience	987.00	922.00	991.00	922.00
		Second six months of experience	1012.00	922.00	1013.50	922.00
		Second year				
		First six months of experience	1045.50	922.00	1049.00	922.00
		Second six months of experience	1111.00	922.00	1115.50	922.00
(c)		If advanced to learner presser:				
		First six months from date of advancement	1111.00	922.00	1115.50	922.00
		Second six months from date of advancement	1287.00	1029.50	1290.50	1032.50
		Thereafter, the wage specified for a qualified Grade A employee, i.e.	1392.00	1113.50	1399.00	1119.00
		Part C - Clerical employees				
		Clerk				
(a)		Qualified	1518.00	1214.50	1524.00	1219.00
(b)		Learner				
		First year of experience	1166.50	933.00	1171.00	937.00
		Second year of experience	1257.50	1006.00	1265.00	1012.00
		Third year				
		First six months of experience	1353.00	1082.50	1360.50	1088.50
		Thereafter, the wage specified in (a), i.e.	1518.00	1214.50	1524.00	1219.00
		Factory Clerk				
(a)		Qualified	1184.00	947.00	1188.00	950.50
(b)		Learner				
		First year of experience	985.00	922.00	987.50	922.00

60 of 71

WAGE SCHEDULE			Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION			Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		Second year of experience	1036.50	922.00	1039.00	922.00
		Third year				
		First six months of experience	1100.00	922.00	1103.00	922.00
		Thereafter, the wage specified in (a), i.e.	1184.00	947.00	1188.00	950.50
Part D - General						
		Boiler attendant	1132.50	922.00	1135.50	922.00
		Despatch packer	1162.50	930.00	1166.50	933.00
		General Worker	1098.50	922.00	1109.00	922.00
		Labourer	1111.00	922.00	1115.50	922.00
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	1208.50	967.00	1213.00	970.50
	(b)	2 720 kg and over	1351.50	1081.00	1357.00	1085.50
		Supervisor, quality controller and instructor	1426.00	1141.00	1433.00	1146.50
		Traveller's driver	1208.50	967.00	1213.00	970.50
Watchman or caretaker, whose ordinary hours of work are -						
	(a)	less than 60 hours per week	1245.00	996.00	1251.50	1001.00
	(b)	60 hours per week	1300.00	1040.00	1302.00	1041.50
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 4.2%, Across-the-Board.						

3. In the following table of clauses, substitute the existing expression, for the new expression:

P.W.
R

“

Clause No.	Existing 2019/2020	New 2020/2021
4(12)	1 March 2021	1 September 2021
22(2)(a)	R3,43	R3,57
22(2)(b)	R4,98	R5,19
27(3)	47 cents	49 cents
27(4)	73 cents	76 cents
38(5)	32 cents	33 cents
39(3)	62 cents	65 cents
41(1)	31 August 2021	31 August 2022
41(1)	1 September 2020	1 September 2021

”

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

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

“

WAGE SCHEDULE	Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)
---------------	--	--

DESCRIPTION OF OCCUPATION		Wage per week from 1 Sep 2021 - 31 August 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 - 31 August 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
Part A - Cutting Department					
Pattern Maker:					
(a)	Qualified	2813.50	2251.00	2824.50	2259.50
(b)	Learner				
	First year				
	First six months of experience	1575.50	1260.50	1581.00	1265.00
	Second six months of experience	1740.00	1392.00	1746.00	1397.00
	Second year				
	First six months of experience	1903.00	1522.50	1912.00	1529.50
	Second six months of experience	2077.50	1662.00	2088.00	1670.50
	Third year				
	First six months of experience	2267.00	1813.50	2276.00	1821.00
	Next four months of experience	2445.50	1956.50	2457.50	1966.00
	Thereafter, the wage specified in (a), i.e.	2813.50	2251.00	2824.50	2259.50
Pattern Grader					
(a)	Qualified	2269.00	1815.00	2278.00	1822.50
(b)	Learner				
	First year				
	First six months of experience	1480.50	1184.50	1489.50	1191.50
	Second six months of experience	1575.50	1260.50	1581.00	1265.00
	Second year				
	First six months of experience	1667.50	1334.00	1678.00	1342.50
	Second six months of experience	1787.50	1430.00	1796.00	1437.00
	Third year				
	First six months of experience	1903.00	1522.50	1912.00	1529.50
	Next four months of experience	2026.00	1621.00	2036.00	1629.00
	Thereafter, the wage specified in (a), i.e.	2269.00	1815.00	2278.00	1822.50
Football Jersey Cutter					
(a)	Qualified	1577.00	1261.50	1584.00	1267.00
(b)	Learner				
	First year				
	First six months of experience	1184.00	947.00	1188.00	950.50
	Second six months of experience	1255.50	1004.50	1260.00	1008.00
	Second year				
	First six months of experience	1320.00	1056.00	1327.00	1061.50
	Second six months of experience	1390.50	1112.50	1398.50	1119.00
	Third year				

WAGE SCHEDULE				Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION				Wage per week from 1 Sep 2021 - 31 August 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 - 31 August 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			First four months of experience	1459.50	1167.50	1465.00	1172.00
			Thereafter, the wage specified in (a), i.e.	1577.00	1261.50	1584.00	1267.00
Layer-up							
	(a)	Qualified		1360.00	1088.00	1365.00	1092.00
	(b)	Learner					
		First year					
		First six months of experience		1144.50	922.00	1150.00	922.00
		Second six months of experience		1184.00	947.00	1188.00	950.50
		Second year					
		First six months of experience		1237.00	989.50	1243.00	994.50
		Thereafter, the wage specified in (a), i.e.		1360.00	1088.00	1365.00	1092.00
Part B - Factory Operatives							
Grade A employee:							
	(a)	Qualified		1740.00	1392.00	1746.00	1397.00
	(b)	Learner					
		First year					
		First six months of experience		1224.50	979.50	1228.50	983.00
		Second six months of experience		1319.00	1055.00	1325.00	1060.00
		Second year					
		First six months of experience		1410.00	1128.00	1415.00	1132.00
		Second six months of experience		1480.50	1184.50	1489.50	1191.50
		Third year					
		First four months of experience		1577.00	1261.50	1584.00	1267.00
		Thereafter, the wage specified in (a), i.e.		1740.00	1392.00	1746.00	1397.00
Grade B employee:							
	(a)	Qualified		1486.50	1189.00	1492.00	1193.50
	(b)	Learner					
		First year					
		First six months of experience		1206.00	965.00	1212.00	969.50
		Second six months of experience		1269.00	1015.00	1274.50	1019.50
		Second year					
		First six months of experience		1333.00	1066.50	1339.00	1071.00

WAGE SCHEDULE				Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION				Wage per week from 1 Sep 2021 - 31 August 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 - 31 August 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			Thereafter, the wage specified in (a), i.e.	1486.50	1189.00	1492.00	1193.50
	(c)	If advanced to Grade A employee:					
			First six months from date of advancement	1486.50	1189.00	1492.00	1193.50
			Second six months from date of advancement	1530.50	1224.50	1537.50	1230.00
			Third six months from date of advancement	1577.00	1261.50	1584.00	1267.00
			Thereafter, the wage specified for a qualified Grade A employee, i.e.	1740.00	1392.00	1746.00	1397.00
	Grade C employee:						
	(a)	Qualified		1319.00	1055.00	1325.00	1060.00
	(b)	Learner					
		First year					
			First six months of experience	1182.00	945.50	1187.00	949.50
			Second six months of experience	1215.50	972.50	1221.00	977.00
			Thereafter, the wage specified in (a), i.e.	1319.00	1055.00	1325.00	1060.00
	(c)	If advanced to Grade B employee:					
			First six months from date of advancement	1319.00	1055.00	1325.00	1060.00
			Next six months from date of advancement	1333.00	1066.50	1339.00	1071.00
			Thereafter, the wage specified for a qualified Grade B employee, i.e.	1486.50	1189.00	1492.00	1193.50
Part C - Clerical employees							
Clerk							
	(a)	Qualified		1914.50	1531.50	1924.50	1539.50
	(b)	Learner					
		First year		1414.00	1131.00	1418.00	1134.50
		Second year		1536.00	1229.00	1543.00	1234.50
		Third year					
			First four months of experience	1679.00	1343.00	1687.00	1349.50
			Thereafter, the wage specified in (a), i.e.	1914.50	1531.50	1924.50	1539.50

WAGE SCHEDULE				Group A (i.e. employees on the 0.5% Productivity Incentive Scheme)		Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme)	
DESCRIPTION OF OCCUPATION				Wage per week from 1 Sep 2021 - 31 August 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 - 31 August 2022	New Employees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
Factory Clerk							
	(a)	Qualified		1436.50	1149.00	1444.50	1155.50
	(b)	Learner					
		First year		1144.50	922.00	1150.00	922.00
		Second year		1219.50	975.50	1225.50	980.50
		Third year					
		First four months of experience		1319.00	1055.00	1325.00	1060.00
		Thereafter, the wage specified in (a), i.e.		1436.50	1149.00	1444.50	1155.50
Part D - General							
Boiler attendant				1364.50	1091.50	1372.00	1097.50
Despatch packer				1410.00	1128.00	1415.00	1132.00
General Worker				1319.00	1055.00	1325.00	1060.00
Labourer				1333.00	1066.50	1339.00	1071.00
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle -							
	(a)	does not exceed 1 360 kg		1410.00	1128.00	1415.00	1132.00
	(b)	exceeds 1 360 but not 2 720 kg		1463.50	1171.00	1469.00	1175.00
	(c)	exceeds 2 720 kg		1667.50	1334.00	1678.00	1342.50
Supervisor, quality controller and instructor				1787.50	1430.00	1796.00	1437.00
Traveller's driver				1463.50	1171.00	1469.00	1175.00
Watchman or caretaker, whose ordinary hours of work are -							
	(a)	less than 60 hours per week		1521.00	1217.00	1527.50	1222.00
	(b)	60 hours per week		1596.00	1277.00	1604.00	1283.00
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 4.2%, Across-the-Board.							

2. In the following table of clauses, substitute the existing expression, for the new expression:

Clause No.	Existing 2020/2021	New 2021/2022
4(11)	1 March 2021	1 September 2021
22(2)(a)	R3,16	R3,29
22(2)(b)	R5,07	R5,28
26(4)(b)	R13,16	R13,71
26(4)(b)	R15,70	R16,36
26(4)(b)	R17,13	R17,85
26(4)(b)	R29,24	R30,47
26(4)(b)	R29,24	R30,47
26(4)(b)	R29,24	R30,47
27(3)	49 cents	51 cents
27(4)	73 cents	76 cents
38(5)	32 cents	33 cents
39(3)	57 cents	59 cents
41(1)	31 August 2021	31 August 2022
41(1)	1 September 2020	1 September 2021

11. PART I (PROVISIONS FOR THE NON-METRO AREAS)

P.W.
RA

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

Category / Occupation		Wage per week from 1 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
Category A					
	0 - 6 months	1,046.00	976.00	1,017.00	976.00
	Thereafter	1,119.00	976.00	1,055.00	976.00
Category B					
	0 - 6 months	1,044.50	976.00	1,024.50	976.00
	7 - 12 months	1,093.50	976.00	1,054.00	976.00
	13 - 18 months	1,144.50	976.00	1,083.50	976.00
	Thereafter	1,212.00	976.00	1,120.50	976.00
Category C					
	0 - 6 months	1,079.50	976.00	1,029.00	976.00
	7 - 12 months	1,187.50	976.00	1,092.00	976.00
	13 - 18 months	1,297.50	1,038.00	1,156.00	976.00
	19 - 22 months	1,402.00	1,121.50	1,225.00	980.00
	Thereafter	1,509.50	1,207.50	1,294.00	1035.00
Category D					
	0 - 6 months	1,079.50	976.00	1,029.00	976.00
	7 - 12 months	1,159.00	976.00	1,076.50	976.00
	13 - 18 months	1,266.50	1,013.00	1,124.00	976.00
	19 - 22 months	1,318.00	1,054.50	1,170.00	976.00
	Thereafter	1,485.50	1,188.50	1,278.50	1023.00
Category E					
	0 - 6 months	1,133.50	976.00	1,061.50	976.00
	7 - 12 months	1,259.50	1,007.50	1,136.50	976.00
	13 - 18 months	1,404.50	1,123.50	1,228.00	981.00
	19 - 22 months	1,547.00	1,237.50	1,319.00	1055.00
	Thereafter	1,701.50	1,361.00	1,417.00	1133.50
Band Knife Cutter					
	0 - 6 months	1,037.50	976.00	1,017.00	976.00
	7 - 12 months	1,119.00	976.00	1,052.00	976.00
	13 - 18 months	1,196.00	976.00	1,099.00	976.00
	19 - 22 months	1,281.50	1,025.00	1,148.50	976.00

R. J.
A

Category / Occupation					
		Wage per week from 1 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sep 2021 to 31 Aug 2022	New Ees on Incentivised Scheme Effective 1 Sep 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
	Thereafter	1,410.50	1,128.50	1,231.50	985.00
Clerical					
	0 - 6 months	1,064.00	976.00	1,020.00	976.00
	7 - 12 months	1,165.50	976.00	1,080.00	976.00
	13 - 18 months	1,247.50	998.00	1,128.00	976.00
	Thereafter	1,433.00	1,146.50	1,243.00	994.50
	Assistant Head Cutter	1,651.00	1,321.00	1,386.00	1109.00
	Head Cutter	1,994.50	1,595.50	1,607.50	1286.00
	Foreperson	1,788.00	1,430.50	1,513.50	1211.00
	Watchperson	1,242.50	994.00	1,125.00	976.00
	Driver 1 (454kg)	1,184.00	976.00	1,091.00	976.00
	Driver 2 (454 - 2722kg)	1,267.50	1,014.00	1,140.50	976.00
	Driver 3 (2722 - 4540kg)	1,431.50	1,145.00	1,242.50	994.00
	Driver 4 (4540kg)	1,670.50	1,336.50	1,399.00	1119.00
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 4.2%, Across-the-Board.					

2. In the following table of clauses, substitute the existing expression, for the new expression:

Clause No.	Existing 2020/2021	New 2021/2022
4(9)	1 March 2021	1 September 2021
32(2)	R3,98	R4,15
32(2)	1 March 2021	1 September 2021
32(2)	R5,05	R5,26

Clause No.	Existing 2020/2021	New 2021/2022
32(2)	1 March 2021	1 September 2021
36(6)(a)	64 cents	67 cents
40(1)	31 August 2021	31 August 2022
40(1)	1 September 2020	1 September 2021
Annexure C of Clause 43(5)	20 cents	21 cents

"

12. COLLECTIVE FUND AGREEMENT FOR THE NORTHERN REGION

1. In the following table of clauses, substitute the existing expression, for the new expression:

"

Clause No.	Existing 2020/2021	New 2021/2022
4(1)(a)	R3,15	R3,28
4(1)(b)	R3,39	R3,53
5A(2)(b)	R29,50	R30,74
5B(2)(b)	R29,50	R30,74
6(5)	22 cents	23 cents
7A(2)(b)	R13,69	R14,27
7B(2)(b)	R13,69	R14,27
16(1)	49 cents	51 cents
16(2)	74 cents	77 cents

"

Signed at **CAPE TOWN** on behalf of the Parties this 13 day of October **2021**.



MARTHIE RAPHAEL
Chairperson

Signed at **DURBAN** on behalf of the Parties this 12 day of October **2021**.



PAUL WILD
General Secretary



SOUTH AFRICAN REVENUE SERVICE**NO. R. 1644****24 December 2021****GENERAL EXPLANATORY NOTE:**

[] Words that are between square brackets and in bold typeface, indicate deletions from the existing rules

 Words that are underlined with a solid line, indicate insertions in the existing rules

SOUTH AFRICAN REVENUE SERVICE**2021-12-24****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF RULES**

Under sections 19A and 120 of the Customs and Excise Act, 1964 (Act No. 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995, are herewith amended to the extent set out in the Schedule hereto with effect from 1 January 2022.

**EDWARD CHRISTIAN KIESWETTER****COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE****SCHEDULE****Substitution of forms**

Item 202.00 of the Schedule to the rules is hereby amended by the substitution of the following forms:

“DA 260 Excise Account: Tobacco Products (VM)

DA 260.01	Excise Account Schedule (Production): Tobacco Products (VM)
DA 260.02	Excise Account Schedule (Receipts from C&E warehouses): Tobacco Products (VM)
DA 260.03	Excise Account Schedule (Returns of duty paid stock): Tobacco Products (VM)
DA 260.04	Excise Account Schedule (Summary of non-duty paid removals): Tobacco Products (VM)
DA 260.04A (RSA)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (VM)
DA 260.04A (BLNS)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (VM)
DA 260.04A (Export)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (VM)

DA 260 Excise Account: Tobacco Products (SOS)

DA 260.02	Excise Account Schedule (Receipts from C&E warehouses): Tobacco Products (SOS)
DA 260.04	Excise Account Schedule (Summary of non-duty paid removals): Tobacco Products (SOS)
DA 260.04A (RSA)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (SOS)
DA 260.04A (BLNS)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (SOS)
DA 260.04A (Export)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (SOS)

DA 260.04A (DDP) Excise Account Schedule (Itemised list of non-duty paid
removals): Tobacco Products (SOS)”

[illegible]

[illegible]

DA 260.02

[illegible]

DA 260.03

[illegible]

[illegible]

This gazette is also available free online at www.gpwnonline.co.za

[illegible]

DA 250.04 A(BLNS)

[illegible]

[illegible]

DA 260 - TOBACCO PRODUCTS SOS-2021 (revised 2021.11.17).xls

[illegible]

This gazette is also available free online at www.gpwonline.co.za

[illegible]

DA 260.04

[illegible]

[illegible]

[illegible]

DA 260.04 A(Export)

EXCISE ACCOUNT SCHEDULE		TOBACCO PRODUCTS		WAREHOUSE		DA 260.04 A	
ITEMISED LIST OF NON-DUTY PAID REMOVALS		(SOS) - SPECIAL STORAGE WAREHOUSE		WAREHOUSE NUMBER			
LICENSED WAREHOUSE NAME >>>>>				EXCISE CLIENT CODE			
PHYSICAL ADDRESS >>>>>				YEAR & MONTH(S)			
REMOVAL TYPE >>				FROM DATE			
(See DA 260.04)				TO DATE			
A Separate Form Must Be Used For Each Removal Type							
REMOVAL TYPE		CTOB		PTOB		CTOB	
REMOVAL TYPE		104.35.15		104.35.01		104.35.02	
REMOVAL TYPE		104.35.16		104.35.03		104.35.04	
REMOVAL TYPE		104.35.17		104.35.05		104.35.06	
REMOVAL TYPE		104.35.18		104.35.07		104.35.08	
REMOVAL TYPE		104.35.19		104.35.09		104.35.10	
REMOVAL TYPE		104.35.20		104.35.11		104.35.12	
REMOVAL TYPE		104.35.21		104.35.13		104.35.14	
REMOVAL TYPE		104.35.22		104.35.15		104.35.16	
REMOVAL TYPE		104.35.23		104.35.17		104.35.18	
REMOVAL TYPE		104.35.24		104.35.19		104.35.20	
REMOVAL TYPE		104.35.25		104.35.21		104.35.22	
REMOVAL TYPE		104.35.26		104.35.23		104.35.24	
REMOVAL TYPE		104.35.27		104.35.25		104.35.26	
REMOVAL TYPE		104.35.28		104.35.27		104.35.28	
REMOVAL TYPE		104.35.29		104.35.29		104.35.30	
REMOVAL TYPE		104.35.30		104.35.31		104.35.32	
REMOVAL TYPE		104.35.31		104.35.33		104.35.34	
REMOVAL TYPE		104.35.32		104.35.35		104.35.36	
REMOVAL TYPE		104.35.33		104.35.37		104.35.38	
REMOVAL TYPE		104.35.34		104.35.39		104.35.40	
REMOVAL TYPE		104.35.35		104.35.41		104.35.42	
REMOVAL TYPE		104.35.36		104.35.43		104.35.44	
REMOVAL TYPE		104.35.37		104.35.45		104.35.46	
REMOVAL TYPE		104.35.38		104.35.47		104.35.48	
REMOVAL TYPE		104.35.39		104.35.49		104.35.50	
REMOVAL TYPE		104.35.40		104.35.51		104.35.52	
REMOVAL TYPE		104.35.41		104.35.53		104.35.54	
REMOVAL TYPE		104.35.42		104.35.55		104.35.56	
REMOVAL TYPE		104.35.43		104.35.57		104.35.58	
REMOVAL TYPE		104.35.44		104.35.59		104.35.60	
REMOVAL TYPE		104.35.45		104.35.61		104.35.62	
REMOVAL TYPE		104.35.46		104.35.63		104.35.64	
REMOVAL TYPE		104.35.47		104.35.65		104.35.66	
REMOVAL TYPE		104.35.48		104.35.67		104.35.68	
REMOVAL TYPE		104.35.49		104.35.69		104.35.70	
REMOVAL TYPE		104.35.50		104.35.71		104.35.72	
REMOVAL TYPE		104.35.51		104.35.73		104.35.74	
REMOVAL TYPE		104.35.52		104.35.75		104.35.76	
REMOVAL TYPE		104.35.53		104.35.77		104.35.78	
REMOVAL TYPE		104.35.54		104.35.79		104.35.80	
REMOVAL TYPE		104.35.55		104.35.81		104.35.82	
REMOVAL TYPE		104.35.56		104.35.83		104.35.84	
REMOVAL TYPE		104.35.57		104.35.85		104.35.86	
REMOVAL TYPE		104.35.58		104.35.87		104.35.88	
REMOVAL TYPE		104.35.59		104.35.89		104.35.90	
REMOVAL TYPE		104.35.60		104.35.91		104.35.92	
REMOVAL TYPE		104.35.61		104.35.93		104.35.94	
REMOVAL TYPE		104.35.62		104.35.95		104.35.96	
REMOVAL TYPE		104.35.63		104.35.97		104.35.98	
REMOVAL TYPE		104.35.64		104.35.99		104.35.100	
REMOVAL TYPE		104.35.65		104.35.101		104.35.102	
REMOVAL TYPE		104.35.66		104.35.103		104.35.104	
REMOVAL TYPE		104.35.67		104.35.105		104.35.106	
REMOVAL TYPE		104.35.68		104.35.107		104.35.108	
REMOVAL TYPE		104.35.69		104.35.109		104.35.110	
REMOVAL TYPE		104.35.70		104.35.111		104.35.112	
REMOVAL TYPE		104.35.71		104.35.113		104.35.114	
REMOVAL TYPE		104.35.72		104.35.115		104.35.116	
REMOVAL TYPE		104.35.73		104.35.117		104.35.118	
REMOVAL TYPE		104.35.74		104.35.119		104.35.120	
REMOVAL TYPE		104.35.75		104.35.121		104.35.122	
REMOVAL TYPE		104.35.76		104.35.123		104.35.124	
REMOVAL TYPE		104.35.77		104.35.125		104.35.126	
REMOVAL TYPE		104.35.78		104.35.127		104.35.128	
REMOVAL TYPE		104.35.79		104.35.129		104.35.130	
REMOVAL TYPE		104.35.80		104.35.131		104.35.132	
REMOVAL TYPE		104.35.81		104.35.133		104.35.134	
REMOVAL TYPE		104.35.82		104.35.135		104.35.136	
REMOVAL TYPE		104.35.83		104.35.137		104.35.138	
REMOVAL TYPE		104.35.84		104.35.139		104.35.140	
REMOVAL TYPE		104.35.85		104.35.141		104.35.142	
REMOVAL TYPE		104.35.86		104.35.143		104.35.144	
REMOVAL TYPE		104.35.87		104.35.145		104.35.146	
REMOVAL TYPE		104.35.88		104.35.147		104.35.148	
REMOVAL TYPE		104.35.89		104.35.149		104.35.150	
REMOVAL TYPE		104.35.90		104.35.151		104.35.152	
REMOVAL TYPE		104.35.91		104.35.153		104.35.154	
REMOVAL TYPE		104.35.92		104.35.155		104.35.156	
REMOVAL TYPE		104.35.93		104.35.157		104.35.158	
REMOVAL TYPE		104.35.94		104.35.159		104.35.160	
REMOVAL TYPE		104.35.95		104.35.161		104.35.162	
REMOVAL TYPE		104.35.96		104.35.163		104.35.164	
REMOVAL TYPE		104.35.97		104.35.165		104.35.166	
REMOVAL TYPE		104.35.98		104.35.167		104.35.168	
REMOVAL TYPE		104.35.99		104.35.169		104.35.170	
REMOVAL TYPE		104.35.100		104.35.171		104.35.172	
REMOVAL TYPE		104.35.101		104.35.173		104.35.174	
REMOVAL TYPE		104.35.102		104.35.175		104.35.176	
REMOVAL TYPE		104.35.103		104.35.177		104.35.178	
REMOVAL TYPE		104.35.104		104.35.179		104.35.180	
REMOVAL TYPE		104.35.105		104.35.181		104.35.182	
REMOVAL TYPE		104.35.106		104.35.183		104.35.184	
REMOVAL TYPE		104.35.107		104.35.185		104.35.186	
REMOVAL TYPE		104.35.108		104.35.187		104.35.188	
REMOVAL TYPE		104.35.109		104.35.189		104.35.190	
REMOVAL TYPE		104.35.110		104.35.191		104.35.192	
REMOVAL TYPE		104.35.111		104.35.193		104.35.194	
REMOVAL TYPE		104.35.112		104.35.195		104.35.196	
REMOVAL TYPE		104.35.113		104.35.197		104.35.198	
REMOVAL TYPE		104.35.114		104.35.199		104.35.200	
REMOVAL TYPE		104.35.115		104.35.201		104.35.202	
REMOVAL TYPE		104.35.116		104.35.203		104.35.204	
REMOVAL TYPE		104.35.117		104.35.205		104.35.206	
REMOVAL TYPE		104.35.118		104.35.207		104.35.208	
REMOVAL TYPE		104.35.119		104.35.209		104.35.210	
REMOVAL TYPE		104.35.120		104.35.211		104.35.212	
REMOVAL TYPE		104.35.121		104.35.213		104.35.214	
REMOVAL TYPE		104.35.122		104.35.215		104.35.216	
REMOVAL TYPE		104.35.123		104.35.217		104.35.218	
REMOVAL TYPE		104.35.124		104.35.219		104.35.220	
REMOVAL TYPE		104.35.125		104.35.221		104.35.222	
REMOVAL TYPE		104.35.126		104.35.223		104.35.224	
REMOVAL TYPE		104.35.127		104.35.225		104.35.226	
REMOVAL TYPE		104.35.128		104.35.227		104.35.228	
REMOVAL TYPE		104.35.129		104.35.229		104.35.230	
REMOVAL TYPE		104.35.130		104.35.231		104.35.232	
REMOVAL TYPE		104.35.131		104.35.233		104.35.234	
REMOVAL TYPE		104.35.132		104.35.235		104.35.236	
REMOVAL TYPE		104.35.133		104.35.237		104.35.238	
REMOVAL TYPE		104.35.134		104.35.239		104.35.240	
REMOVAL TYPE		104.35.135		104.35.241		104.35.242	
REMOVAL TYPE		104.35.136		104.35.243		104.35.244	
REMOVAL TYPE		104.35.137		104.35.245		104.35.246	
REMOVAL TYPE		104.35.138		104.35.247		104.35.248	
REMOVAL TYPE		104.35.139		104.35.249		104.35.250	
REMOVAL TYPE		104.35.140		104.35.251		104.35.252	
REMOVAL TYPE		104.35.141		104.35.253		104.35.254	
REMOVAL TYPE		104.35.142		104.35.255		104.35.256	
REMOVAL TYPE		104.35.143		104.35.257		104.35.258	
REMOVAL TYPE		104.35.144		104.35.259		104.35.260	
REMOVAL TYPE		104.35.145		104.35.261		104.35.262	
REMOVAL TYPE		104.35.146		104.35.263		104.35.264	
REMOVAL TYPE		104.35.147		104.35.265		104.35.266	
REMOVAL TYPE		104.35.148		104.35.267		104.35.268	
REMOVAL TYPE		104.35.149		104.35.269		104.35.270	
REMOVAL TYPE		104.35.150		104.35.271		104.35.272	
REMOVAL TYPE		104.35.151		104.35.273		104.35.274	
REMOVAL TYPE		104.35.152		104.35.275		104.35.276	
REMOVAL TYPE		104.35.153		104.35.277		104.35.278	
REMOVAL TYPE		104.35.154		104.35.279		104.35.280	
REMOVAL TYPE		104.35.155		104.35.281		104.35.282	
REMOVAL TYPE		104.35.156		104.35.283		104.35.284	
REMOVAL TYPE		104.35.157		104.35.285		104.35.286	
REMOVAL TYPE		104.35.158		104.35.287		104.35.288	
REMOVAL TYPE		104.35.159		104.35.289		104.35.290	
REMOVAL TYPE		104.35.160		104.35.291		104.35.292	
REMOVAL TYPE		104.35.161		104.35.293		104.35.294	
REMOVAL TYPE		104.35.162		104.35.295		104.35.296	
REMOVAL TYPE		104.35.163		104.35.297		104.35.298	
REMOVAL TYPE		104.35.164		104.35.299		104.35.300	
REMOVAL TYPE		104.35.165		104.35.301		104.35.302	
REMOVAL TYPE		104.35.166		104.35.303		104.35.304	
REMOVAL TYPE		104.35.167		104.35.305		104.35.306	
REMOVAL TYPE		104.35.168		104.35.307		104.35.308	
REMOVAL TYPE		104.35.169		104.35.309		104.35.310	

[illegible]

SOUTH AFRICAN REVENUE SERVICE

NO. R. 1645

24 December 2021

CORRECTION NOTICE

CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF SCHEDULE NO. 2 (2/3/58)
“

By the deletion of the word “stainless” where it appears in Notices Nos. R. 1589, R. 1590 and R. 1591 of Government Gazette No. 45617 dated 10 December 2021, **with retrospective effect from 10 December 2021.**

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1645

24 Desember 2021

VERBETERINGSKENNISGEWING

DOEANE EN AKSYNS WET, 1964
WYSIGING VAN BYLAE NO. 2 (2/3/58)

Deur die skraping van die woord "vlekvrye" waar dit verskyn in Kennisgewing Nos. R. 1589, R. 1590 en R. 1591 van Staatskoerant No. 45617 gedateer 10 Desember 2021, **met terugwerkende krag vanaf 10 Desember 2021**.

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
Publications: Tel: (012) 748 6053, 748 6061, 748 6065