

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY** Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
LTD,SHUN SHUN WORKERS PRIMARY
COOPERATIVE LIMITED,SKY YAN
WORKERS PRIMARY COOPERATIVE
LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM** Defendant / Respondent

Notice of Motion with Hearing Date

NOTE: This document was filed electronically by the Registrar on 25/8/2026 at 10:31:59 AM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

**IN THE LABOUR COURT OF SOUTH AFRICA
HELD AT DURBAN**

CASE NO: 2026-205003

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR THE
CLOTHING MANUFACTURING INDUSTRY**

Applicant

and

MINISTER OF EMPLOYMENT AND LABOUR

First Respondent

**ALI AUGUST TRADING PRIMARY COOPERATIVE
LIMITED**

Second Respondent

**COOL CFP CLOTHING PRIMARY COOPERATIVE
LIMITED**

Third Respondent

JINLI WEAR PRIMARY COOPERATIVE LIMITED

Fourth Respondent

**JABULA WORKERS PRIMARY COOPERATIVE
LIMITED**

Fifth Respondent

HONG YAN TEXTILE (PTY) LTD

Sixth Respondent

KNITTING FASHION CC

Seventh Respondent

KUNLONG TRADING (PTY) LTD

Eighth Respondent

**MIDDLE EAST TEXTILE PRODUCTS PRIMARY
COOPERATIVE LIMITED**

Ninth Respondent

**MOUNTAIN SPRING TRADING AND CLOTHING
(PTY) LTD**

Tenth Respondent

**RONG CHEN FACTORY PRIMARY COOPERATIVE
LIMITED**

Eleventh Respondent

SHUNPING CLOTHING (PTY) LTD

Twelfth Respondent



SHUN SHUN WORKERS PRIMARY COOPERATIVE LIMITED	Thirteenth Respondent
SKY YAN WORKERS PRIMARY COOPERATIVE LIMITED	Fourteenth Respondent
TOP GLOBAL CLOTHING PRIMARY COOPERATIVE LIMITED	Fifteenth Respondent
WEI FENG CLOTHING PRIMARY COOPERATIVE LIMITED	Sixteenth Respondent
XIE HONG PRIMARY COOPERATIVE LIMITED	Seventeenth Respondent
YU ZE CLOTHING PRIMARY COOPERATIVE LIMITED	Eighteenth Respondent
ZUNICE PRIMARY COOPERATIVE LIMITED	Nineteenth Respondent
LUCKIN TEXTILES (PTY) LTD	Twentieth Respondent
CELEX TRADING WORKERS PRIMARY COOPERATIVE LIMITED	Twenty-first Respondent
BLUE BUDDING TRADERS PRIMARY COOPERATIVE LIMITED	Twenty-second Respondent
TLM CLOTHING (PTY) LTD	Twenty-third Respondent
HR CLOTHING PRIMARY COOPERATIVE LIMITED	Twenty-fourth Respondent
RYM WORKERS PRIMARY COOPERATIVE LIMITED	Twenty-fifth Respondent
DONG CHI TRADING PRIMARY COOPERATIVE LIMITED	Twenty-sixth Respondent



NOTICE OF MOTION

BE PLEASED TO TAKE NOTICE that the Applicant intends to apply to the above Honourable Court on 6 October 2026 at 10h00, or so soon thereafter as the matter may be heard, for an order in the following terms:

1. Dispensing with the forms, service and time periods provided for in the Rules of this Court, and directing that this application be heard as one of urgency in terms of Rule 8 thereof;
2. Declaring that the Department of Employment and Labour (**"the Department"**) has no statutory or other legal mandate to grant any grace period, amnesty or exemption to employers in the clothing manufacturing industry pursuant to which the normal enforcement mechanisms in respect of the applicant's National Main Collective Agreement, extended to non-parties by Government Notice R6855 published in Government Gazette 53707 on 21 November 2025 (**"the Main Collective Agreement"**), are purportedly suspended, abridged or in any manner compromised (**"amnesty"**).
3. Declaring that the National Advocacy Pilot Project entitled *"Decent Work in the Chinese Business Community, KwaZulu-Natal Province – Textile Sector, Newcastle"* Project, to the extent that it purports to grant amnesty is unlawful and of no force and effect;
4. Declaring that any statement, advisory or policy issued by the Department or any of its officials and/or in the name of the Department and/or the First Respondent which purports to permit and/or which endorses interference with, or hindrance of,



the full exercise of the Applicant's powers and performance of its compliance functions, is unlawful and of no force and effect;

5. Declaring that the Second to Twenty-sixth Respondents are bound by the Main Collective Agreement, and that they are obliged to permit the Applicant's designated agents to enter their premises and to exercise the powers conferred by Schedule 10 to the Labour Relations Act 66 of 1995 without prior notice or appointment;



6. Directing any Respondent that opposes this application to pay the costs thereof, such costs to include the costs of two counsel where so employed; and

7. Further and/or alternative relief.

TAKE NOTICE FURTHER that the founding affidavit of **CHANTAL NAIDOO**, together with the annexures thereto, will be used in support of this application.

TAKE NOTICE FURTHER that the Applicant has appointed the address set out below as the address at which it will accept notice and service of all process in these proceedings.

TAKE NOTICE FURTHER that if the Respondents intend opposing this application, they are required to notify the Applicant's attorneys of record of this intention in writing and file their answering affidavit, if any, on or before 18 September 2026.

in which case the Applicant will file its replying affidavit by
28 September 2026.

TAKE NOTICE FURTHER that if no such notice of opposition and/or answering affidavit is received, the matter may be heard in your absence.

SIGNED at DURBAN on this 25th day of AUGUST 2026.




**MACGREGOR ERASMUS ATTORNEYS INC.
APPLICANT'S ATTORNEYS**

First Floor, Bond Square
12 Browns Road
The Point
Durban

Tel: 031 201 8955

Ref: NAT10/0048

Email: neil@meattorneys.co.za

mosima@meattorneys.co.za

richard@meattorneys.co.za

bruce@meattorneys.co.za

**TO: THE REGISTRAR OF THE ABOVE
HONOURABLE COURT**

DURBAN

**AND TO: THE FIRST RESPONDENT
MINISTER OF EMPLOYMENT AND LABOUR
Laboria House,**

215 Francis Baard Street,
Pretoria,
0001
C/O THE STATE ATTORNEY
6th Floor, Metlife Building
391 Anton Lembede Street
Durban Central
4000

AND TO: THE SECOND RESPONDENT

ALI AUGUST TRADING PRIMARY COOPERATIVE LIMITED

1 Bell Street
Newcastle
KwaZulu-Natal
2940



AND TO: THE THIRD RESPONDENT

COOL CFP CLOTHING PRIMARY COOPERATIVE LIMITED

23A Gutenberg Street
Newcastle
2940

AND TO: THE FOURTH RESPONDENT

JINLI WEAR PRIMARY COOPERATIVE LIMITED

5 Stephenson Street
Newcastle
2940

AND TO: THE FIFTH RESPONDENT
JABULA WORKERS PRIMARY COOPERATIVE LIMITED
58 Albert Wessels Drive
Riverside Industrial
Newcastle
2940

AND TO: THE SIXTH RESPONDENT
HONG YAN TEXTILE (PTY) LTD
31 Stephenson Street
Riverside Industrial
Newcastle
2940



AND TO: THE SEVENTH RESPONDENT
KNITTING FASHION CC
43 Kruger Street
Paulpietersburg
3180

AND TO: THE EIGHTH RESPONDENT
KUNLONG TRADING (PTY) LTD
70 Sutherland Street
Newcastle
2940

AND TO: THE NINTH RESPONDENT

**MIDDLE EAST TEXTILE PRODUCTS PRIMARY
COOPERATIVE LIMITED**

22 Stephenson Street,

Newcastle

2940

AND TO: THE TENTH RESPONDENT

MOUNTAIN SPRING TRADING AND CLOTHING (PTY) LTD

11 Edison Street

Riverside Industrial

Newcastle

2940



AND TO: THE ELEVENTH RESPONDENT

RONG CHEN FACTORY PRIMARY COOPERATIVE LIMITED

11A Gutenberg Street

Newcastle

2940

AND TO: THE TWELFTH RESPONDENT

SHUNPING CLOTHING (PTY) LTD

6 Gutenberg Street

Newcastle

2940

AND TO: THE THIRTEENTH RESPONDENT
SHUN SHUN WORKERS PRIMARY COOPERATIVE LIMITED

Unit B2
25 Marconi Drive
Newcastle
2940

AND TO: THE FOURTEENTH RESPONDENT
SKY YAN WORKERS PRIMARY COOPERATIVE LIMITED

6 Gutenberg
Riverside Industrial
Newcastle
2940



AND TO: THE FIFTEENTH RESPONDENT
TOP GLOBAL CLOTHING PRIMARY COOPERATIVE LIMITED

9D Gutenberg Street
Newcastle
2940

AND TO: THE SIXTEENTH RESPONDENT
WEI FENG CLOTHING PRIMARY COOPERATIVE LIMITED

23 Gutenberg Street
Newcastle

KwaZulu-Natal

2940

AND TO: THE SEVENTEENTH RESPONDENT
XIE HONG PRIMARY COOPERATIVE LIMITED
23B Gutenberg Street
Newcastle
2940



AND TO: THE EIGHTEENTH RESPONDENT
YU ZE CLOTHING PRIMARY COOPERATIVE LIMITED
27 Stephenson Street
Newcastle
2940

AND TO: THE NINETEENTH RESPONDENT
ZUNICE PRIMARY COOPERATIVE LIMITED
9 Edison Street
Newcastle
2940

AND TO: THE TWENTIETH RESPONDENT
LUCKIN TEXTILES (PTY) LTD

23A Gutenberg Street

Newcastle

2940

AND TO: THE TWENTY-FIRST RESPONDENT

**CELEX TRADING WORKERS PRIMARY COOPERATIVE
LIMITED**

23B Gutenberg Street

Riverside Industrial, Newcastle

2940



AND TO: THE TWENTY-SECOND RESPONDENT

**BLUE BUDDING TRADERS PRIMARY COOPERATIVE
LIMITED**

72 Yellow Street

Madadeni

KwaZulu-Natal

2951

AND TO: THE TWENTY-THIRD RESPONDENT

TLM CLOTHING (PTY) LTD

4 Bell Street

Riverside Industrial Site

Newcastle

KwaZulu-Natal

2940

AND TO: **THE TWENTY-FOURTH RESPONDENT**

HR CLOTHING PRIMARY COOPERATIVE LIMITED

23A Gutenberg Street

Newcastle

KwaZulu-Natal

2940

AND TO: **THE TWENTY-FIFTH RESPONDENT**

RYM WORKERS PRIMARY COOPERATIVE LIMITED

74 Yellow Street

Madadeni

2951



AND TO : **THE TWENTY-SIXTH RESPONDENT**

DONG CHI TRADING PRIMARY COOPERATIVE LIMITED

23B Gutenberg Street

Newcastle

KwaZulu-Natal

2940

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FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
LTD,SHUN SHUN WORKERS PRIMARY
COOPERATIVE LIMITED,SKY YAN
WORKERS PRIMARY COOPERATIVE
LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Founding Affidavit

NOTE: This document was filed electronically by the Registrar on 25/8/2026 at 11:21:20 AM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



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**Registrar of The Labour Court,
Durban**

IN THE LABOUR COURT OF SOUTH AFRICA
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CASE NO: 2026-205003

In the matter between:

NATIONAL BARGAINING COUNCIL FOR THE
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Applicant

and

MINISTER OF EMPLOYMENT AND LABOUR

First Respondent

ALI AUGUST TRADING PRIMARY COOPERATIVE
LIMITED

Second Respondent

COOL CFP CLOTHING PRIMARY COOPERATIVE
LIMITED

Third Respondent

JINLI WEAR PRIMARY COOPERATIVE LIMITED

Fourth Respondent

JABULA WORKERS PRIMARY COOPERATIVE
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Fifth Respondent

HONG YAN TEXTILE (PTY) LTD

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COOPERATIVE LIMITED

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(PTY) LTD

Tenth Respondent

RONG CHEN FACTORY PRIMARY COOPERATIVE
LIMITED

Eleventh Respondent

SHUNPING CLOTHING (PTY) LTD

Twelfth Respondent



13 P.H.

SHUN SHUN WORKERS PRIMARY COOPERATIVE LIMITED	Thirteenth Respondent
SKY YAN WORKERS PRIMARY COOPERATIVE LIMITED	Fourteenth Respondent
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HR CLOTHING PRIMARY COOPERATIVE LIMITED	Twenty-fourth Respondent
RYM WORKERS PRIMARY COOPERATIVE LIMITED	Twenty-fifth Respondent
DONG CHI TRADING PRIMARY COOPERATIVE LIMITED	Twenty-sixth Respondent



FOUNDING AFFIDAVIT

I, the undersigned

CHANTAL NAIDOO

hereby state under oath:

1. I am an adult female, employed as the General Secretary of the applicant's KwaZulu-Natal Chamber, which is situated at 127 Magwaza Maphalala Street, KwaKangela, Durban, KwaZulu-Natal. I am duly authorised to bring this application and depose to this affidavit on behalf of the applicant ("the Council").



2. The contents of this affidavit are true and correct and, unless the context indicates otherwise, within my personal knowledge. Where I make submissions of a legal nature, I do so on the advice of the Council's legal representatives, which advice I accept as correct.

INTRODUCTION AND OVERVIEW

3. The Council has approached this Court on an urgent basis in an effort to protect the integrity of its powers and functions, and particularly the power to monitor and enforce compliance with basic conditions of employment. It seeks declaratory relief to prevent the erosion of those powers and functions and obstruction to the ongoing execution of its duty to enforce compliance with basic

15 R.H.

conditions of employment and with the Main Collective Agreement applicable to the clothing manufacturing industry.

4. In terms of the Labour Relations Act 66 of 1995 ("the LRA"), the Council holds the power to enforce registration with and payment of levies to the Council by employers; to enforce bargaining council wage agreements to the extent that these apply to parties and non-parties; and to monitor and enforce compliance with the Main Collective Agreement, including those basic conditions of employment which section 33A(2)(a) deems to form part of it. within the scope of the Council's registration, the clothing manufacturing industry. To this end, the Council conducts inspections at the premises of clothing manufacturers and takes appropriate steps within its powers to remedy employers' failure to comply.
5. That power is the Council's alone: no other body may enforce the Main Collective Agreement, and no other body may suspend, defer or excuse compliance with it.
6. The Council has become aware that a group of 31 clothing factories in Newcastle, known as the "G31", has adopted the position that they are for the time being excused from compliance in respect of their employees, while other employers are obliged to comply with these terms and conditions immediately (and rightly so).



16 P.H.

7. Their position is based on an interpretation of the Department of Employment and Labour's ("Department's") National Advocacy Pilot Project entitled "*Decent Work in the Chinese Business Community, KwaZulu-Natal Province – Textile Sector, Newcastle*" ("the Project"). The Project is directed at ensuring compliance by employers in the textile sector (a term used to describe the sector which includes the clothing industry) in Newcastle, KwaZulu-Natal with their statutory obligations.
8. Its implementation plan, a copy of which is attached as "FA1", records that the genesis of the Project was in a request for training and guidance for the G31 factories. While the implementation plan does not state in express terms that there will be an amnesty period in respect of the G31, the implementation timetable on page 8 thereof suggests that full compliance with basic terms and conditions of employment will only be expected of the G31 at the end of the proposed 18-month intervention period.
9. The Council is not opposed to the stated objectives of the Project. To the contrary, the Council supports any lawful, bona fide and constructive initiative calculated to attain greater levels of compliance. The crux of its challenge is that the Project has been interpreted as relaxing, rather than strengthening, compliance, in respect of a select group of factories to the exclusion of other textile manufacturers and in a manner that interferes with the exercise by the Council of its powers to enforce compliance with basic conditions of employment.



17 R.H.

10. As a consequence of this approach, the Council has been unable to discharge its statutory mandate. It has been refused entry into the premises of clothing manufacturers, who appear to believe that a grace period afforded to them by the Department (and without the input of the Council) places them above the law and beyond the Council's reach.

11. Not only does this undermine the Council, but it also has a potentially detrimental impact on those employed in the clothing industry. Any amnesty from compliance would preclude the Council from exercising its powers for the protection of these vulnerable employees.



12. Against the above background, the Council approaches this Court on an urgent basis for an order –

12.1. Declaring that the Department has no statutory or other legal mandate to grant any grace period, amnesty or exemption to employers in the clothing manufacturing industry pursuant to which the normal enforcement mechanisms in respect of the applicant's Main Collective Agreement are purportedly suspended, abridged or in any manner compromised;

12.2. Declaring that the National Advocacy Pilot Project entitled "*Decent Work in the Chinese Business Community, KwaZulu-Natal Province – Textile Sector, Newcastle*" Project, to the extent that it purports to grant amnesty is unlawful and of no force and effect;

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- 12.3. Declaring that any statement, advisory or policy issued by the Department or any of its officials and/or in the name of the Department and/or the First Respondent which purports to permit and/or which endorses interference with, or hindrance of, the full exercise of the Applicant's powers and performance of its compliance functions, is unlawful and of no force and effect;
- 12.4. Declaring that the second to twenty-sixth respondents are bound by the Main Collective Agreement and are obliged to permit the Council's designated agents to enter their premises and to exercise the powers conferred by Schedule 10 to the LRA without prior notice or appointment;
- 12.5. Directing those Respondents that oppose this application to pay the costs thereof, including the costs of two counsel on scale C.
13. In support of this relief, I address the following topics in this affidavit:
- 13.1. First, I describe the parties to the application;
- 13.2. Second, I deal with the relevant statutory framework;
- 13.3. Third, I set out why this Court has jurisdiction to entertain the application;



19 R.H.

- 13.4. Fourth, I deal with the background facts and the introduction of the Project;
- 13.5. Fifth, I describe the G31's resistance to inspections and enforcement measures by the Council and the Department's lack of response to the applicant's queries and requests for undertakings in regard to the issues referred to above; and
- 13.6. Sixth and finally, I deal with why this matter is urgent.



PARTIES

14. The applicant is the National Bargaining Council for the Clothing Manufacturing Industry. It was established in terms of section 27 and registered in terms of section 29 of the Labour Relations Act 66 of 1995 ("LRA"), under registration number LR2/6/6/154.
15. The Council's constitution was signed by its founding members on 14 May 2002 and adopted by the Registrar of Labour Relations on 24 May 2002. A copy of that constitution is attached as "FA2". The Council's registered scope as set out in its certificate of registration includes all employers and employees engaged in the clothing industry. A copy of the Council's registration certificate is attached as "FA3".

20 R.H.

16. The first respondent is the Minister of Employment and Labour, ("the Minister") cited in her official capacity as the executive authority responsible for the Department as contemplated in section 2(1) of the State Liability Act 20 of 1957. The Department's Head Office is situated at Laboria House, 215 Francis Baard Street, Pretoria, 0001.
17. Service of this application on the Minister will be effected care of the Office of the State Attorney, Durban, 6th Floor, Metlife Building, 391 Anton Lembede Street, Durban Central, Durban, 4000, and at the office of the Minister at Laboria House, 215 Francis Baard Street, Pretoria.
18. The second respondent is Ali August Trading Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/003993/24 and with its registered address at 1 Bell Street, Newcastle, KwaZulu-Natal, 2940.
19. The third respondent is Cool CFP Clothing Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004136/24 and with its registered address at 23A Gutenberg Street, Newcastle, 2940.
20. The fourth respondent is Jinli Wear Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004452/24 and with its registered address at 5 Stephenson Street, Newcastle, 2940.



21 P.H.

21. The fifth respondent is Jabula Workers Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2017/004306/24 and with its registered address at 58 Albert Wessels Drive, Riverside Industrial, Newcastle, 2940.
22. The sixth respondent is Hong Yan Textile (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of South Africa under registration number 2018/275513/07 and with its registered address at Stephenson Street, Riverside Industrial, Newcastle, 2940.
23. The seventh respondent is Knitting Fashion CC, a close corporation duly registered and incorporated under the company laws of South Africa under registration number 2003/045556/23 and with its registered address at 43 Kruger Street, Paulpietersburg, 3180.
24. The eighth respondent is Kunlong Trading (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of South Africa under registration number 2019/103138/07 and with its registered address at 70 Sutherland Street, Newcastle, 2940.
25. The ninth respondent is Middle East Textile Products Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004135/24 and with its registered address at 22 Stephenson Street, Newcastle, 2940.



22 R.H.

26. The tenth respondent is Mountain Spring Trading and Clothing (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of South Africa under registration number 2018/302467/07 and with its registered address at 11 Edison Street, Riverside Industrial, Newcastle, 2940.
27. The eleventh respondent is Rong Chen Factory Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004392/24 and with its registered address at 11A Gutenberg Street, Newcastle, 2940.
28. The twelfth respondent is Shunping Clothing (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of South Africa under registration number 2024/489116/07 and with its registered address at 6 Gutenberg Street, Newcastle, 2940.
29. The thirteenth respondent is Shun Shun Workers Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2018/006925/24 and with its registered address at Unit B2, 25 Marconi Drive, Newcastle, 2940.
30. The fourteenth respondent is Sky Yan Workers Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2017/002546/24 and with its registered address at 6 Gutenberg, Riverside Industrial, Newcastle, 2940.



23 P.H.

31. The fifteenth respondent is Top Global Clothing Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004405/24 and with its registered address at 9D Gutenberg Street, Newcastle, 2940.
32. The sixteenth respondent is Wei Feng Clothing Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004547/24 and with its registered address at 23 Gutenberg Street, Newcastle, 2940.
33. The seventeenth respondent is Xie Hong Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2022/600130/24 and with its registered address at 23B Gutenberg Street, Newcastle, 2940.
34. The eighteenth respondent is Yu Ze Clothing Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004281/24 and with its registered address at 27 Stephenson Street, Newcastle, 2940.
35. The nineteenth respondent is Zunice Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2021/602306/24 and with its registered address at 9 Edison Street, Newcastle, 2940.



24 P.H.

36. The twentieth respondent is Luckin Textiles (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of South Africa under registration number 2023/278545/07 and with its registered address at 23A Gutenberg Street, Newcastle, 2940. I note that this is also the registered address of the third and twenty-fourth respondents.

37. The twenty-first respondent is Celex Trading Workers Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2019/004283/24 and with its registered address at 23B Gutenberg Street, Riverside Industrial, Newcastle, 2940.



38. The twenty-second respondent is Blue Budding Traders Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004153/24 and with its registered address at 72 Yellow Street, Madadeni, KwaZulu-Natal, 2951.

39. The twenty-third respondent is TLM Clothing (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of South Africa under registration number 2017/214023/07 and with its registered address at 4 Belu Street, Riverside Industrial Site, Newcastle, 2940.

40. The twenty-fourth respondent is HR Clothing Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of

25 P.H.

2005 under registration number 2023/004140/24 and with its registered address at 23A Gutenberg Street, Newcastle, 2940.

41. The twenty-fifth respondent is RYM Workers Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2017/011176/24 and with its registered address at 74 Yellow Street, Madadeni, 2951.

42. The twenty-sixth respondent is Dong Chi Trading Primary Cooperative Limited, a primary co-operative duly registered in terms of the Co-operatives Act 14 of 2005 under registration number 2023/004160/24 and with its registered address at 23B Gutenberg Street, Newcastle, 2940.



43. I understand that there are 31 entities comprising the G31 group. The Council does not have the identity and details of all 31 of the entities, but has cited those of which it has this information. The Council became aware of the identity of most of the G31 entities as follows:

- 43.1. On 2 April 2026, Mr Marius Smit, who I understand is a security officer for the G31, provided a screen shot of a list of companies comprising the group to Mesuli Mkhize, who is an agent employed by the Council. A copy of that screenshot is attached as "FA4". I refer the Court to the confirmatory affidavit deposed to by Mr Mkhize, which will be attached.

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43.2. The Council's attorneys conducted CIPC searches for all of the companies listed on annexure "FA4". Through these searches they were able to identify the second to twenty-sixth respondents. The remaining searches produced no result. I refer the Court to the attached confirmatory affidavit deposed to by Nompumelelo Ngubeni, who conducted the searches.

43.3. As I address below, the Council has made numerous attempts to identify the remaining companies forming the G31, but these have been unsuccessful. It is not clear that these other entities actually exist. The respondents are invited to provide these details to enable service on the remaining companies if indeed they do exist.



44. I am advised that at least some of the G31 companies are represented by Chothia Attorneys. The Council's attorneys will therefore serve a copy of this application on Chothia Attorneys as well as on the second to twenty-sixth respondents individually.

STATUTORY FRAMEWORK

45. The Council was established in terms of section 27 of the LRA. Its powers and functions, as set out in section 28, include the following:

45.1. The conclusion and enforcement of collective agreements;

27 A.H.

45.2. The prevention and resolution of labour disputes;

45.3. The promotion and establishment of training and education schemes;
and

45.4. To provide industrial support services within the sector.

46. Parties to the Council have concluded a bargaining council collective agreement as contemplated in section 31 of the LRA. This agreement, which will be referred to in this affidavit as **"the Main Collective Agreement"** and is attached hereto as **"FA5"**, binds all employers and employees engaged in the clothing manufacturing industry. This includes both parties to the Main Collective Agreement and those who are not party to the Main Collective Agreement, but who fall within the registered scope of the Council. I refer in this regard to the decision to extend the Main Collective Agreement to non-parties published by the Minister pursuant to section 32 of the LRA on 21 November 2025 under GN R6855 in *Government Gazette* 53707. A copy of that notice is attached as **"FA6"**. In terms of this notice, the Main Collective Agreement is binding on non-parties until 31 August 2028.



47. The Main Collective Agreement regulates, among other things, basic terms and conditions of employment within the clothing manufacturing industry, including detailed minimum wage requirements.

28 R.H.

48. The enforcement of the Main Collective Agreement is committed to the Council by the LRA. Section 33A of the LRA provides in relevant part as follows:

(1) *Despite any other provision in this Act, a bargaining council may monitor and enforce compliance with its collective agreements in terms of this section or a collective agreement concluded by the parties to the council.*

(2) *For the purposes of this section, a collective agreement is deemed to include-*

(a) *any basic condition of employment which in terms of section 49 (1) of the Basic Conditions of Employment Act constitutes a term of employment of any employee covered by the collective agreement; and*

(b) *the rules of any fund or scheme established by the bargaining council.*

(3) *A collective agreement in terms of this section may authorise a designated agent appointed in terms of section 33 to issue a compliance order requiring any person bound by that collective agreement to comply with the collective agreement within a specified period.*

(4)

(a) *The council may refer any unresolved dispute concerning compliance with any provision of a collective agreement to arbitration by an arbitrator appointed by the council.*

(b) *If a party to an arbitration in terms of this section, that is not a party to the council, objects to the appointment of an arbitrator in*



29 P.H.

terms of paragraph (a), the Commission, on request by the council, must appoint an arbitrator.

(c) If an arbitrator is appointed in terms of subparagraph (b)-

(i) the Council remains liable for the payment of the arbitrator's fee; and

(ii) the arbitration is not conducted under the auspices of the Commission.

(5) . . .

(6) . . .

(7) An arbitrator acting in terms of this section may determine any dispute concerning the interpretation or application of a collective agreement.

(8) An arbitrator conducting an arbitration in terms of this section may make an appropriate award, including-

(a) ordering any person to pay any amount owing in terms of a collective agreement;

(b) imposing a fine for a failure to comply with a collective agreement in accordance with subsection (13);

(c) charging a party an arbitration fee;

(d) ordering a party to pay the costs of the arbitration;

(e) confirming, varying or setting aside a compliance order issued by a designated agent in accordance with subsection (4);

(f) any award contemplated in section 138 (9).

(9) . . .



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30 R.H.

(10) *An award in an arbitration conducted in terms of this section is final and binding and may be enforced in terms of section 143.*

(11) . . .

(12) *If an employer upon whom a fine has been imposed in terms of this section files an application to review and set aside an award made in terms of subsection (8), any obligation to pay a fine is suspended pending the outcome of the application.*

(13)

(a) *The Minister may, after consulting NEDLAC, publish in the Government Gazette a notice that sets out the maximum fines that may be imposed by an arbitrator acting in terms of this section.*

(b) *A notice in terms of paragraph (a) may specify the maximum fine that may be imposed-*

(i) *for a breach of a collective agreement-*

(aa) *not involving a failure to pay any amount of money;*

(bb) *involving a failure to pay any amount of money; and*

(ii) *for repeated breaches of the collective agreement contemplated in subparagraph (i).*



49. The powers and functions contemplated in section 33A of the LRA are exercised by the designated agent of the Council, appointed by the Minister at the request of the Council in terms of section 33. In terms of section 33(1A), a designated agent may –

49.1. Secure compliance with the relevant collective agreements by –

31 *PLH*

49.1.1. Publicising the contents of the collective agreements;

49.1.2. Conducting inspections;

49.1.3. Investigating complaints; or

49.1.4. Any other means the Council may adopt; and



49.2. Perform any other functions that are conferred or imposed on the agent by the Council.

50. In terms of section 33(3) of the LRA, within the registered scope of the Council, its designated agents have the powers set out in Schedule 10 to the LRA. These include the following:

(1) *A designated agent may, without warrant or notice at any reasonable time, enter any workplace or any other place where an employer carries on business or keeps employment records, that is not a home, in order to monitor or enforce compliance with a collective agreement concluded in the bargaining council.*

(2) *A designated agent may only enter a home or any place other than a place referred to in subitem (1)-*

(a) with the consent of the owner or occupier; or

(b) if authorised to do so by the Labour Court in terms of subitem (3);

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- (3) The Labour Court may issue an authorisation contemplated in subitem (2) (b) only on written application by a designated agent who states under oath or affirmation the reasons for the need to enter a place, in order to monitor or enforce compliance with a collective agreement concluded in the bargaining council.
- (4) If it is practicable to do so, the employer and a trade union representative must be notified that the designated agent is present at a workplace and of the reason for the designated agent's presence.
- (5) In order to monitor or enforce compliance with a collective agreement a designated agent may-
- (a) require a person to disclose information, either orally or in writing, and either alone or in the presence of witnesses, on a matter to which a collective agreement relates, and require that disclosure to be under oath or affirmation;
 - (b) inspect and question a person about any record or document to which a collective agreement relates;
 - (c) copy any record or document referred to in paragraph (b) or remove these to make copies or extracts;
 - (d) require a person to produce or deliver to a place specified by the designated agent any record or document referred to in paragraph (b) for inspection;
 - (e) inspect, question a person about, and if necessary remove, an article, substance or machinery present at a place referred to in subitems (1) and (2);
 - (f) question a person about any work performed: and



33 R.H.

(g) perform any other prescribed function necessary for monitoring or enforcing compliance with a collective agreement.

(6) ...

(7) ...

(8) Any person who is questioned by a designated agent in terms of subitem (5) must answer all questions lawfully put to that person truthfully and to the best of that person's ability.

(9) An answer by any person to a question by a designated agent in terms of this item may not be used against that person in any criminal proceedings, except proceedings in respect of a charge of perjury or making a false statement.



(10) Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.

(11) The bargaining council may apply to the Labour Court for an appropriate order against any person who-

(a) refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability;

(b) refuses or fails to comply with any requirement of the designated agent in terms of this item; or

(c) hinders the designated agent in the performance of the agent's functions in terms of this item.

(12) ...

34 R.H.

51. There is no law pursuant to which the Minister or the Department has been empowered to enforce a collective agreement concluded in a bargaining council, or to grant any moratorium, exemption or amnesty that would delay or preclude such enforcement by the Council.

52. The following important principles may be gleaned from the above:

52.1. First, that the Council holds the power and concomitant duty to enforce its collective agreements within its registered scope, and that no other body is empowered to enforce those agreements or to relieve any employer of compliance with them.



52.2. Second, the powers conferred on the Council, including its designated agents, are broad, and are directed at ensuring that the Council is able to discharge its statutory mandate efficiently and effectively; and

52.3. Third, any interference with the discharge of the Council's duties through its designated agents is unlawful and entitles the Council to approach this Court for an appropriate order in terms of item 11 of Schedule 10 to the LRA.

JURISDICTION

53. This matter concerns the powers and functions of the Council and the manner in which the perception that the Project has conferred an amnesty on the G31

35 P.H.

companies undermines those powers and functions. These are matters that are regulated by the LRA, including the provisions outlined above.

54. I am advised that this Court has jurisdiction to entertain the application on the following bases. Section 158(1)(g) of the LRA empowers this Court to review the performance or purported performance of any function provided for in the LRA on any grounds that are permissible in law. The grant of an exemption from a collective agreement concluded in a bargaining council is the performance of a function provided for in the LRA, and the conduct impugned in this application is the purported performance of that function by a functionary on whom the LRA confers no such power. While this is not an application to review and set aside any such decision and section 158(1)(a)(iv) empowers this Court to make a declaratory order in any matter over which it has jurisdiction.



55. Item 11 of Schedule 10 to the LRA specifically permits the Council to apply to this Court for an appropriate order against any person who refuses or fails to comply with any requirement of a designated agent, or who hinders a designated agent in the performance of the agent's functions. That is precisely what the second to twenty-sixth respondents have done, as I set out below.
56. In the circumstances, I submit that the Court has jurisdiction to entertain this application.

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BACKGROUND FACTS AND INTRODUCTION OF THE PROJECT

57. The Project claims as one of its objectives the improvement of employer compliance with labour legislation, with a particular focus on the following issues:

57.1. Non-payment of statutory minimum wages and failure to provide basic conditions of employment;



57.2. Failure to register employees with the Unemployment Insurance Fund and the Compensation Fund;

57.3. Poor occupational health and safety standards; and

57.4. Employment of undocumented foreign nationals.

58. This is laudable, and the Council is in full support of all lawful efforts to achieve this purpose. There is widespread non-compliance with basic conditions of employment in the clothing industry. The Council recognises that this is a complex issue that requires collaboration and cooperation between all stakeholders to find systemic solutions.

59. The Project has, however, to date been conceived and launched in such a manner as to undermine the execution of the Council's own duties to enforce compliance.

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The initial consultations regarding the Project

60. The Department invited the Council to an initial meeting on 10 March 2026 to discuss the topic of non-compliance with basic conditions of employment. Ms Zamaswazi Sibeko, the Labour Affairs Manager of the KwaZulu-Natal Chamber, and Israel Mthembu, a designated agent of the Council, attended the meeting on behalf of the Council. Mr Mthembu will provide a confirmatory affidavit to confirm this and that the email report, "FA7" hereto, accurately records what transpired in the meeting, in that:



- 60.1. The attendees at the meeting included the Department, representatives of the CCMA and Chothia Attorneys on behalf of the G31, the details of which were at that stage (and, to some extent, remain) unknown to the Council;
- 60.2. All those present, including the Council, were afforded an opportunity to make presentations. The Council's presentation is attached as "FA8". In the meeting Ms Sibeko emphasised the importance of compliance with basic conditions of employment, including those contained in the Main Collective Agreement;
- 60.3. Mr Chothia delivered a presentation on behalf of the 31 non-compliant factory owners, in which he dealt with the challenges they faced in complying with basic conditions of employment;

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60.4. The Deputy Minister, in delivering his closing address, proposed that the 31 non-compliant factory owners (who he termed the “G31”) be afforded a three-year phase-in period to encourage compliance with labour laws and basic conditions of employment. In later discussions, the proposed phase-in period was reduced to eighteen months. As I address below, this has been interpreted by the G31 to mean that no action would be taken against them to enforce compliance during this phase-in period; and



60.5. Ms Sibeko stated that she does not have the power to agree to the proposed phase-in period on behalf of the Council and requested that formal communication be sent to me in my capacity as General Secretary.

The proposal of a three-year phase-in period

61. On 27 March 2026, the Council became aware of a letter addressed to the Deputy Minister by Zakiswa 1 (Pty) Ltd t/a MPC HR Solutions (“Zakiswa”). The letter, which was forwarded to Ms Jennifer Moodley of the Council by Mr Mandla Cele, who signed the letter in his capacity as the director of Zakiswa, is attached as “FA9”. I refer the Court to the confirmatory affidavit deposed to by Ms Moodley, which will be attached.

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62. The letter records that the writer represents more than 30 clothing factories in Newcastle and was instructed to raise with the Deputy Minister an objection to the selective grace period offered to the G31 companies and not to the remaining factories in Newcastle. The letter further records that only the G31 companies were invited to the meeting of 10 March 2026 and that critical stakeholders, including other clothing manufacturers, were not invited. The letter finally records that some employers held the view that they should suspend deductions of their fees to the Council until the resolution of the matter suggesting that they perceived the Council to be responsible for the discriminatory grant of a three-year grace period to the G31 employers.



63. The Council responded to that letter on 30 March 2026, in the attached letter marked "FA10". The Council's response clarified that from its perspective, none of the G31 factories would be exempted or ring-fenced from compliance with the Main Collective Agreement, which remains binding on everyone in the industry.

64. I reiterate that the enforcement of the Main Collective Agreement is assigned by section 33A of the LRA to the Council. Exemption from an extended collective agreement is likewise a matter for the Council in terms of its own exemption procedure contemplated in section 32(3)(dA) of the LRA, subject to appeal to the independent body contemplated in section 32(3)(e). Neither the Department nor the Minister has any power to grant an exemption, moratorium or amnesty from the Main Collective Agreement.

40 RH

65. On 17 April 2026, however, the Deputy Minister addressed correspondence to the G31 factory owners, a copy of one example of which the Council received from Mr Marius Smit, a security officer for the G31, on 20 April 2026. The letter, a copy of which is attached as "FA11", records the following, with reference to the meeting held on 10 March 2026:

"The spirit of our meeting in Newcastle was to strike a strategic partnership that would be mutually beneficial. This collaboration would clearly be guided by principles and standards that would be deliberated upon in a meeting that would be communicated in due course. I wish to state that the employers that would be participating in this project would be ringfenced for the purpose of implementing Strategic Compliance, the detail of which would be presented in a comprehensive project-based format. While these companies would still be expected to comply with the Labour Laws, they would be assisted to do so in the manner that would be outlined in the project document."



66. It is not clear what the meaning is of this letter. To the extent that it purports to afford amnesty to the G31 or to afford them treatment that differs from the treatment of all other employers in the industry, this is unlawful. Only the Council has the power to take these steps.

Communication of the Council's concerns

67. On 21 April 2026, Mr Wimpie Nel, a Senior Forensic Investigator employed by the Council, met with Mr Mlungisi Zondo and Ms Gloria Ntombela from the

41 Pelt

Department. Mr Nel communicated the Council's concerns regarding the amnesty purportedly afforded to the G31 factories and the risk that an increasing number of factories would become non-compliant based on the allowances made for the G31 factories. I refer the Court to the confirmatory affidavit deposited to by Mr Nel, which will be attached.

68. Mr Zondo's response was that the Department's objective is to assist the G31 to become compliant with basic conditions of employment, and that the Council would still be able to conduct inspections and enforce compliance. The events that followed, however, confirm that the G31 do not share this understanding.



69. On 26 May 2026, representatives from the Council met with representatives from the Department to address the challenges raised in relation to the letter from the Deputy Minister dated 17 April 2026. I refer the Court to annexure "FA12", which is an e-mail from me to the Department representatives recording the Council's concerns and the undertaking by the Department's representatives to escalate the matter and revert. I specifically informed the Department that the difficulties arose as a result of a clear misunderstanding regarding the powers of the Council and the Department respectively.
70. My e-mail to the Department attached a field report from a recent inspection operation. That report is attached as "FA13". It records the following challenges encountered during the inspections:

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- *A substantial number of factories relied upon and referenced a document commonly referred to as the "G31" letter issued by the Department of Employment and Labour dated 17 April 2026.*
- *Employers consistently alleged that the letter provided factories within the Newcastle area with protection from compliance inspections and enforcement action.*
- *Employers interpreted the correspondence as granting factories temporary immunity from inspections while they pursued compliance with labour legislation.*
- *It was repeatedly explained to employers and their representatives that the Department's correspondence does not constitute a legally binding instrument capable of limiting, suspending or removing the Council's statutory enforcement powers.*
- *...*
- *Despite extensive clarification and legal explanation provided by agents, employers and consultants continued relying on the letter to evade inspections and deny access.*
- *The continued reliance on the "G31" correspondence significantly contributed to widespread resistance and non-cooperation during the operation.*



71. On the same day, the Council received an invitation to a stakeholder engagement meeting to be held in Newcastle on 4 June 2026. A copy of the invitation is attached as "FA14". It was not unreasonable for the Council to

43 P.H.

expect that its concerns, including those raised in annexure "FA12", would be addressed at that meeting.

The stakeholder meeting of 4 June 2026

72. The Council was represented at the meeting of 4 June 2026 by Mr Nel, Mr Israel Mthembu and Mr Neil Riekert of the Council's attorneys of record. I refer the Court to the confirmatory affidavits deposed to by Mr Nel and Mr Mthembu, which confirm the following:



72.1. The Department informed stakeholders that it was proceeding with its pilot project in respect of the G31 factories. These factories are all Chinese-owned and had approached the Department for assistance on how to achieve overall legal compliance.

72.2. The pilot project, which would be available only to the G31 factories, would span over an 18-month period, and would be directed at achieving progressive compliance in three tranches.

72.3. Under the pilot project the Department would issue a "compliance certificate" in respect of all of the G31 factories, which would serve as evidence of their compliance with all stakeholder bodies.

72.4. The Council placed on record that it was not party to any agreement as alluded to by the Department, and that it considered its rights and duties

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of enforcement to be unaffected thereby. This included enforcement against the G31 parties.

72.5. The Council made clear its intention to continue to operate in the discharge of its mandate.

73. The following should be noted:

73.1. The Department has no statutory or other power to issue a compliance certificate in respect of compliance with bargaining council agreements.

Any such certificate would have no legal significance.

73.2. The origin and basis of the Department's insistence that the amnesty period would not be extended to anyone other than the G31 parties is not clear.

73.3. The Council does not support the substance of the approach, namely the effective suspension of enforcement for an extended period of time.

73.4. The Council is also separately concerned about the differential treatment afforded to one group of manufacturers and not to others.

74. Moreover, although the Department delivered a slide presentation during the meeting of 4 June 2026, which presentation I understood to include further details regarding the Project, the density of information and the speed at which



45 P.H.

the presentation was delivered rendered it impossible to take notes. In any event, the Department indicated that it would not be necessary to take notes, because it would provide copies of its slideshow to all stakeholders. I refer in this regard to the confirmatory affidavit deposed to by Mr Riekert, which will be attached.

75. Mr Riekert made two subsequent requests to the Department for a copy of the slideshow, on 5 and 12 June 2026 respectively. He reiterated that the information in the slideshow was crucial to inform the way forward for the applicant, and requested that it be provided as a matter of urgency. Copies of Mr Riekert's requests are attached as "FA15" and "FA16" respectively. The Department has still not provided a copy of its slideshow. This has compromised the Council's ability to consider its position as it does not have all of the relevant information in order to do so.



76. Following the main stakeholder meeting, the Chairperson, Ms Aggie Moiloa, asked Mr Riekert, Mr Nel and Mr Mthembu to stay behind to attend a further meeting with the G31 members and their attorney, Mr Chothia. It was not clear what the purpose was of this meeting, given that the Project had already been discussed at the main stakeholder meeting. Mr Nel declined the invitation. Mr Riekert and Mr Mthembu accepted it.

77. At the meeting with Mr Chothia, those representing the Council again recorded the Council's intention fully to exercise its statutory powers in conducting inspections and seeking compliance with the Main Collective Agreement. They

46 P.H.

also stated that because they are not party to any agreement arising from the Project, the Council's rights remain unaffected by the Project.

78. Mr Chothia acknowledged this on his clients' behalf, provided his contact details and tendered his assistance should it be necessary to gain access to any of his clients' premises for the purpose of conducting inspections.

The "deemed acceptance" of the Project



79. On 17 July 2026, and despite its failure to send a copy of its presentation to the Council, the Department transmitted a revised implementation plan and accord in respect of the Project. The covering e-mail, a copy of which is attached as "FA17", requested parties to submit comments or proposed amendments by 22 July 2026, failing which it would be "deemed" that the documents accurately reflect all resolutions and recommendations adopted at the meeting of 4 June 2026 and the implementation plan and accord would be regarded as approved in the form in which they were transmitted via e-mail. Copies of the documents transmitted are attached as "FA18" and "FA19".
80. I deny that there were any resolutions adopted at the meeting of 4 June 2026. On the contrary, the Department presented on its intended implementation of the Project and during the discussion that followed, stakeholders including the Council recorded their objections thereto. There were no final decisions taken. Indeed, the Council had stated repeatedly that it could not consider its position because the Department had failed to provide a copy of its presentation as it

47 P.H.

had undertaken to do. The Department had furthermore failed to disclose the identities of the G31 and had failed to address the selective nature of its intended intervention.

81. On 23 July 2026, the Council's attorneys addressed an urgent letter to the Department, recording that the Council had not had an adequate opportunity properly and meaningfully to consider the documents sent on 17 July 2026 and the merits of the underlying Project. They recorded that the Project may have severe implications for the Council as a statutory body, necessitating a thorough consideration of all issues raised. The Council's attorneys once more repeated the request for a copy of the presentation delivered by the Department on 4 June 2026. The letter is attached hereto marked "FA20".



82. The Department did not acknowledge or respond to the letter of 23 July 2026.

The Council's communication with the Department

83. On 28 July 2026, the Council's attorneys addressed a further letter to the Department, recording the Council's objections to the Project and requesting an urgent undertaking to withdraw the implementation of the Project and suspend the signing of the accord. A copy of that letter is attached as "FA21".
84. In that letter, the Council's attorneys recorded the following objections (among others):

48 P.H.

84.1. The Department had failed to engage transparently and meaningfully with all stakeholders in its attempts to force through the implementation of the Project;

84.2. The Council's concerns with the Project as communicated to the Department were simply ignored;

84.3. The Council had not been provided with the relevant Project information, despite repeatedly requesting this;



84.4. Although the Department purported to request input on the Project, it was clear that this was just a formality, as the adoption and implementation of the Project was at that stage already a *fait accompli*;

84.5. The Project would have the effect of unlawfully usurping the Council's statutory mandate and its powers to implement and enforce the terms of the Main Collective Agreement;

84.6. The Project's proposals sought unlawfully to apply time exemptions to employers subject to the Main Collective Agreement, in breach of the rights of workers who are directly and detrimentally affected by the breaches of the Main Collective Agreement, and in an unlawful attempt to prefer one group of employers over others similarly placed.

49 P.H.

85. The letter finally highlighted the Council's intention to continue to discharge its statutory mandate, but also actively to pursue further constructive discussions and consensus-seeking. The Council requested the Department to undertake, *inter alia*, not to implement the Project in order to allow such discussions to take place.
86. The Department's Advocate Msiza responded to this letter on 29 July 2026, in the attached e-mail marked "FA22". Adv Msiza did not engage with the content of the Council's concerns but chose rather to criticise the Council for its engagement through legal representatives.
87. The Council's attorneys responded on 30 July 2026, in the attached letter marked "FA23". In that letter, they reiterated the Council's willingness constructively to engage with the Department.
88. The Department did not respond directly to this correspondence. It has invited the Council to attend a Bargaining Council Coordination Forum on 19 August 2026. A copy of the invitation is attached as "FA24". I deal with this meeting below.
89. The G31 companies have continued to act in accordance with the belief that they have been granted amnesty from compliance with basic terms and conditions of employment, and that they are beyond the Council's reach for that amnesty period.



50 RH

THE G31 COMPANIES' RESISTANCE TO INSPECTIONS AND ENFORCEMENT

90. The impact of the Project on the Council's ability to discharge its mandate has become immediately apparent.

91. The Council planned to conduct a series of inspections in the Newcastle area in the week of 3 August 2026. On 4 August 2026, I received an e-mail from Mr Mohale Ramotshela, one of the Council's designated agents, in which he reported the following:



91.1. On 4 August 2026 Mr Ramotshela attended the premises occupied by Luckin Textiles (Pty) Ltd to conduct an inspection.

91.2. He was greeted by an employee who indicated that she did not have the keys, and that she would inform her employer of the Council's request for access.

91.3. Fifteen minutes later, a security guard by the name of Marius Smit arrived, and indicated that the Council would be refused access to the site, and to all other sites over which he was in charge, because the Council had not made an appointment. To the best of my knowledge, Mr Smit is in charge of all of the G31 companies' sites.

91.4. Mr Smit, who was armed and very aggressive, indicated that the requirement to make an appointment was agreed at the meeting with

51 P.H.

Mr Chothia on 4 June 2026. As I have addressed above, however, the Council agreed to no such thing.

92. Mr Ramotshela indicated that similar events occurred during an attempted inspection approximately four months earlier, on 2 April 2026 at the premises of Celex Trading Workers Primary Co-operative: Mr Smit similarly refused to permit access to the premises without an appointment. When challenged for his refusal to let the designated in, Mr Smit telephoned one Yvonne (whose surname is unknown to me) from the Deputy Minister's Office, and reported that the Council was "still busy with operations on this G31". On the strength of his discussion with Yvonne, Mr Smit persisted in his refusal to allow access to the premises. A transcript of the recording of this conversation, which was taken by Mr Mkhize, is attached as "FA25". The recording itself will be made available if required.



93. I refer the Court to the confirmatory affidavit deposed to by Mr Ramotshela, which will be attached.

94. In addition to the above two incidents, I have been informed of a third refusal by Mr Smit to grant access to factory premises for the purpose of inspection. This refusal occurred on 28 July 2026, at the premises of Jinli Wear Primary Cooperative Limited, the fourth respondent in this application. I refer the Court to the confirmatory affidavit of Mesuli Mkhize, who was present at the time, which confirmatory affidavit will be attached.

52 P.H.

95. In support of the above, the Council is in possession of video evidence of Mr Smit's refusal to grant access to the premises without an appointment. That video evidence will be made available at the hearing of this application.
96. It is therefore clear that the G31 companies are using the Project as a tool to shield themselves from inspection, and that they will do so to evade any other compliance mechanisms invoked by the Council unless and until this Court intervenes to clarify the legal position.
97. While the Department has its own compliance mechanisms pursuant to Chapter 10 of the Basic Conditions of Employment Act, 75 of 1997 ("BCEA") this is in addition to, and not in substitution for the Council's powers and jurisdiction, nor do these statutory powers include the power to offer any kind of moratorium or indemnity.
98. On 6 August 2026, therefore, the Council's attorneys addressed a letter to Mr Chothia and transmitted a copy of the letter to the Department. A copy of this letter is attached as "FA26". The letter recorded the absence of any agreement by the Council to make any appointment prior to conducting inspections, or any agreement that a representative from Mr Chothia's office would be present at such inspections. The letter records that any such agreements would have the effect of defeating the purpose of an inspection, and that this is why inspections are generally conducted without notice.



53 P.H.

99. The letter also recorded that it is unlawful to deny or frustrate access to factory premises, and that the Council would engage the services of the South African Police Services if necessary to enable it to discharge its mandate.

100. Mr Chothia did not respond to this letter.

101. I submit based on the above that the situation has become untenable, that the Council is effectively hamstrung in the discharge of its mandate, and that this has a profound impact on both the Council and the workers whose rights the Council seeks to protect.



RELIEF SOUGHT

102. Arising from the above factual background, there is a widespread belief that the Project affords a moratorium, amnesty or exemption to employers in the clothing manufacturing industry pursuant to which the normal enforcement mechanisms in respect of the Council's Main Collective Agreement are purportedly suspended, abridged or compromised.

103. The perceived existence of an amnesty or moratorium has thus given rise to a real and substantial dispute between the Council and the G31 factories and, depending on the stance adopted by the Department, if any, with the Minister as well. This dispute is not academic or abstract: it has had and will continue to have far-reaching repercussions for the Council in its efforts to procure full compliance and for employers and employees in the clothing industry. This

54 P.H.

includes employers who are compliant, and their employees, whose livelihoods are jeopardized by non-compliant manufacturers, and by necessary implication includes the G31.

104. The declaratory relief sought by the Council will serve the rule of law in that the Council will be able to continue with the enforcement of compliance with the Main Agreement and with other basic conditions of employment in the clothing manufacturing industry.



105. Should the Department wish to pursue an initiative calculated to improve compliance amongst employers in the industry, the Council is, as it always has been, willing to collaborate, provided the initiative is pursued in collaboration with the Council and employs lawful means to attain the common objective.

URGENCY

106. As dealt with above, the Council has attempted engagement with the Department and with the attorney who reportedly represents the G31 (or some of them), Mr Chothia, in a bid to obtain clarity, engage and avoid having to rush to court.
107. Despite these attempts, the Council has failed to ascertain precisely which entities comprise the G31 and what the G31 parties have been advised by the Department.

55 A.H.

108. The Department has not only failed to provide undertakings and clarification as requested, it has failed altogether to respond to certain correspondence referred to above.
109. The Council attended the meeting called by the Department for 19 August 2026 in the hope that this meeting could provide clarity on these issues, and an undertaking from the Department. The Council, through its attorneys again asked the Department about its engagements with the G31 companies and reiterated how these compromised the Council's position. The Department provided no meaningful response, and the issue remained unresolved.
110. The lack of transparency and intransigence of the Department leave the Council with no option but to seek this Court's intervention.
111. The impact of the resistance to inspection and enforcement by the G31 companies has already become apparent. The Council has simply been unable to discharge its mandate in respect of these companies. The impact of this will continue to accumulate with each day that the G31 companies are permitted to operate outside of the Council's reach.
112. In addition to the actual harm that arises from the implementation of the Project, there is a probability that unless the Court intervenes on an urgent basis to enable the Council to discharge its mandate, a culture of impunity will set in and spread through the clothing manufacturing industry, with a detrimental impact on the workers and the economy.



56 P.H.

113. The relief sought will, if granted, put paid to the reasons advanced for refusing inspectors access, and for general non-compliance.

114. The more a culture of impunity is permitted to take root and become entrenched, the greater the challenge to reverse the trend and attain proper compliance. Impunity for the G31 and those claiming to be amongst the G31 will also have a detrimental effect on the culture of compliance of those who are currently compliant. Non-compliance by some creates an uneven playing field for others and renders them less competitive. Both compliant employers and the employees of both compliant and non-compliant employers will suffer the consequences in the absence of the relief sought.



115. Were this matter to be heard in the ordinary course, the harm would have been permitted to accumulate to unacceptable proportions, and the message of impunity would have become entrenched. A hearing in the ordinary course would therefore not provide effective relief.

116. I submit for these reasons that the matter is urgent, and that the Court's timely intervention is necessary in order to prevent irreversible harm.

WHEREFORE the applicant seeks an order as set out in the notice of motion.

57 P.H.

Shaidoo

DEPONENT

I certify that:

- (a) the deponent acknowledged to me that she knows and understands the contents of this affidavit;
- (b) the deponent has no objection to taking the prescribed oath and considers it to be binding on her conscience;
- (c) this affidavit was signed and sworn to before me at 5th B on this 24 day of August 2026, the Regulations contained in Government Notice No. R.1258 of 21 July 1972, as amended, having been complied with.



August 2026
RH Mhlangeni

COMMISSIONER OF OATHS

Full name: RH Mhlangeni

Designation/capacity: W/O

Address: 5th B Central Johannesburg



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IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
LTD,SHUN SHUN WORKERS PRIMARY
COOPERATIVE LIMITED,SKY YAN
WORKERS PRIMARY COOPERATIVE
LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 01

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA1

REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF EMPLOYMENT AND LABOUR

NATIONAL ADVOCACY PILOT PROJECT

Decent Work in the Chinese Business Community

KwaZulu-Natal Province — Textile Sector, Newcastle



PROVINCIAL IMPLEMENTATION PLAN

18-Month Cyclical Intervention Programme

14 July 2026

Version 1.0


R.H.

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1. Purpose

This Implementation Plan provides a structured framework for the roll-out of the National Advocacy Pilot Project within KwaZulu-Natal Province, aimed at promoting decent work and improving compliance with labour legislation in the textile sector in Newcastle.

The implementation model operates over an 18-month cyclical intervention period comprising advocacy, inspections, corrective support, labour activation interventions, enforcement, reassessment, and continuous monitoring.

2. Background

The Department of Employment and Labour has identified persistent non-compliance within the textile sector in Newcastle, KwaZulu-Natal, characterised by:

- Non-payment of statutory minimum wages and failure to provide basic conditions of employment;
- Failure to register employees with the Unemployment Insurance Fund and the Compensation Fund;
- Poor occupational health and safety standards;
- Employment of undocumented foreign nationals.

On 10 March 2026, a group of 31 factories in Newcastle committed to fostering compliance, provided the Department offers the necessary training and guidance. This commitment led to the formation of the Decent Work Pilot Project.



3. Legislative Framework

The implementation of this project is guided by the following legislation and instruments:

- Basic Conditions of Employment Act (BCEA)
- National Minimum Wage Act (NMWA)
- Occupational Health and Safety Act (OHSA)
- Compensation for Occupational Injuries and Diseases Act (COIDA)
- Unemployment Insurance Act (UIA)
- Unemployment Insurance Contributions Act
- Employment Equity Act (EEA)
- Immigration Act
- Labour Relations Act (LRA)
- Applicable Bargaining Council Collective Agreements
- Municipal By-Laws, where applicable

4. Strategic Objectives

The objectives of the pilot project are to:

- Improve employer compliance with labour legislation.
- Promote lawful employment opportunities for South African nationals.
- Educate employers and employees on labour rights and obligations.
- Strengthen coordinated enforcement interventions.
- Address issues within the broader value chain.
- Promote fair labour practices throughout the industry.
- Strengthen worker representation and participation.
- Enhance social security compliance, including UIF and Compensation Fund registration.

5. Project Governance Structure

The Provincial Task Team shall provide oversight of the implementation of the action plan by monitoring and evaluating project milestones, coordinating stakeholders, and reporting on progress. The Provincial Task Team shall comprise:

- Department of Employment and Labour (Inspection and Enforcement Services, Public Employment Services, Unemployment Insurance Fund, and Compensation Fund)
- Commission for Conciliation, Mediation and Arbitration (CCMA)
- Department of Home Affairs
- South African Police Service
- Provincial Government
- Local and District Municipality
- Bargaining Councils
- Department of Trade and Industry
- Competition Commission
- Department of Health

6. Implementation Model

The project will be implemented over 18 months through the following approach:

- Employer identification and profiling
- Intensive advocacy and education
- Baseline compliance inspections
- Corrective support interventions
- Re-inspections and reassessment
- Monitoring and reporting



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7. Implementation Phases

7.1 Phase 1: Identification and Employer Profiling

Activities shall include obtaining lists of participating employers, conducting employer profiling in terms of applicable legislation, assessing workforce demographics, and determining employment patterns.

Outputs shall include employer databases, baseline reports, and workforce demographic profiles.

7.2 Phase 2: Intensive Advocacy and Education

Advocacy sessions shall educate employers and employees on labour legislation, work permit requirements, PES services, UIF obligations, Compensation Fund obligations, worker rights, and social protection mechanisms.

PES shall facilitate recruitment support, work seeker registration, youth employment opportunities, and labour activation programmes.

Employees shall further be educated on UIF benefits, maternity benefits, illness benefits, death benefits, and Compensation Fund injury-on-duty benefits.



7.3 Phase 3: Baseline Compliance Inspections

Inspections shall include verification of compliance with:

- BCEA and NMWA
- OHSA
- COIDA
- UIA
- Immigration Act
- UIF registration and declarations
- Compensation Fund registration and Return of Earnings

Outputs shall include baseline inspection reports, compliance statistics, enforcement registers, and sectoral compliance profiles.

PES will monitor the recruitment of South African nationals.

The Department of Trade and Industry and the Competition Commission shall be included to advocate for, and investigate, multiplicity in company registrations and unfair or uncompetitive practices, respectively.

The Department of Health shall be included, working alongside the Municipality, to advocate for and investigate public health hazards, sanitation issues, and the unlawful zoning of factories for sleeping quarters.

Supply chain accountability shall be strengthened by including design houses and retail stores in the project implementation.

7.4 Phase 4: Corrective Support Intervention

Employers shall be supported through:

- Compliance improvement guidance;
- Development of labour files and compliance systems;
- UIF registration support;
- Compensation Fund registration support;
- Assistance with Return of Earnings submissions;
- Recruitment and placement support through PES.

PES shall monitor the progress of placed candidates.

7.5 Phase 5: Re-Inspection and Reassessment

The province shall seek exemption approval to conduct cyclical and weekly re-inspections where necessary.

Re-inspections shall assess improvements in:

- Legislative compliance;
- Registration with statutory funds;
- Employment opportunities for South Africans;
- Occupational health and safety standards;
- Utilisation of PES services;
- Reduction of workplace contraventions;
- Number of South Africans employed through the Department.



8. Roles and Responsibilities of Business Units

- Inspection and Enforcement Services (IES) shall lead inspections and enforcement.
- Public Employment Services (PES) shall coordinate placement opportunities.
- The Unemployment Insurance Fund (UIF) shall coordinate registration and contribution compliance.
- The Compensation Fund shall coordinate COIDA compliance and employer registration.
- Statutory Services shall coordinate legal enforcement processes.
- The Labour Market Information System (LMIS) shall provide labour market intelligence and research support.

9. Outputs: Employer Development and Employee Opportunities

Participating employers shall:

- Register with the Unemployment Insurance Fund;
- Register with the Compensation Fund;
- Submit Returns of Earnings;
- Maintain lawful employment contracts;
- Maintain accurate employee records;
- Ensure lawful employment practices;

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- Participate in advocacy and compliance workshops.

The project shall further facilitate:

- Employment opportunities through Public Employment Services;
- Work seeker registration;
- Skills development opportunities;
- Youth employment initiatives;
- Career guidance programmes;
- Worker rights awareness programmes.

10. Risks and Challenges

The following risks have been identified, together with corresponding mitigation measures:



Risk / Challenge	Description	Mitigation Measures
Limited Resources	Insufficient human resources and operational capacity may affect implementation, monitoring, inspections, and follow-up activities.	Implement joint operational planning; optimise the utilisation of available officials.
Availability of Stakeholders	Stakeholders may have competing operational priorities.	Conduct regular stakeholder coordination meetings; develop operational schedules in advance.
Operational Budget Constraints	Budget limitations may negatively affect implementation.	Integrate activities and share operational resources amongst stakeholders; align activities with approved operational plans and budgets.
Interference from Certain Employers	Certain employers may attempt to undermine the project or utilise external influence to interfere with implementation.	Conduct advocacy sessions with organised labour.

11. Monitoring and Reporting

Monitoring mechanisms shall include:

- Monthly implementation reviews;
- Compliance trend analysis;
- Quarterly provincial reports;
- LMIS analytical reports;
- Stakeholder review meetings;
- Final impact assessment reports.

12. Implementation Timeline

The table below summarises the phased implementation timeline across the 18-month intervention period.

No.	Phase	Key Activities	Lead Stakeholders	Expected Outputs	Timeline
1	Planning and Stakeholder Mobilisation	Establish governance structures; engage stakeholders; define implementation approach; allocate responsibilities.	DEL	Task Team operational; stakeholder commitment secured.	Month 1
2	Employer Identification and Profiling	Obtain employer lists; conduct profiling; identify sectoral risks; establish workforce demographics.	DEL	Employer database; baseline compliance report.	Month 1
3	Advocacy and Education	Conduct advocacy workshops; educate employers and employees; promote labour market services; demonstrate compliance requirements.	DEL, Home Affairs, Bargaining Councils	Advocacy reports; attendance registers; employer awareness records.	Months 2–3
4	Baseline Inspections	Conduct comprehensive inspections across labour legislation; assess compliance; verify documentation and workplace conditions.	IES, UIF, CF, Home Affairs, Bargaining Councils	Baseline inspection reports.	Months 4–7
5	Corrective Support	Provide compliance support; assist with registrations; facilitate PES services; support corrective action implementation.	IES, UIF, CF, PES, Bargaining Councils	Corrective action plans; PES placement reports.	Months 6–10
6	Re-Inspections and Monitoring	Conduct cyclical re-inspections; assess progress; monitor corrective actions; enforce compliance.	IES, Bargaining Councils	Comparative compliance reports; enforcement escalation reports.	Months 8–16
7	Final Evaluation and Reporting	Evaluate project impact; analyse compliance improvements; produce final reports and recommendations.	LMIS, PCI Office, Steering Committee	Close-out report.	Months 17–18



13. Detailed Action Plan

The table below sets out the detailed action items, responsible stakeholders, deliverables, and timeframes underpinning this Implementation Plan.

No.	Action Item	Detailed Activities	Responsible Stakeholders	Deliverables	Timeframe
1	Establish Operational Task Team	Define terms of reference; establish governance structure; identify operational members and assign responsibilities.	DEL	Task Team established.	Immediate
2	Obtain Participating Employer Lists	Obtain a list of participating employers from the group representative.	IES	Employer database.	Within 14 Days
3	Conduct Employer Profiling	Profile the employer list in terms of DEL and stakeholder mandates.	DEL	Employer profiles.	Within 30 Days
4	Conduct Stakeholder Engagement Sessions	Engage identified labour stakeholders.	IES	Stakeholder engagement reports.	Ongoing
5	Develop Advocacy Material	Develop presentations, pamphlets, compliance guides, and awareness material.	IES, UIF, CF, PES	Advocacy pack.	Within 30 Days
6	Conduct Intensive Advocacy Sessions	Conduct sectoral advocacy workshops and awareness campaigns.	All Stakeholders	Advocacy reports.	Months 3–5
7	Register Employers with UIF	Assist employers with UIF registration and employee declarations.	UIF	UIF registration records.	Ongoing
8	Register Employers with Compensation Fund	Assist employers with COIDA registration and compliance.	Compensation Fund	Compensation Fund registration records.	Ongoing
9	Assist with Return of Earnings Submissions	Facilitate ROE submissions and compliance support.	Compensation Fund	ROE submission records.	Ongoing
10	Register Vacancies through PES	Assist employers to register vacancies and recruitment needs.	PES	Opportunities and placement reports.	Ongoing
11	Facilitate Work Seeker Registration	Register unemployed work seekers on PES systems.	PES	Work seeker referrals.	Ongoing



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No.	Action Item	Detailed Activities	Responsible Stakeholders	Deliverables	Timeframe
12	Conduct Baseline Inspections	Conduct inspections covering BCEA, NMWA, OHSA, UIF, COIDA, and Immigration compliance.	IES, UIF, CF, Home Affairs	Baseline inspection reports.	Months 4–7
13	Develop Employer Corrective Action Plans	Assist employers to develop structured compliance improvement plans.	IES	Corrective action plans.	Ongoing
14	Conduct Weekly Re-Inspections	Monitor recurring non-compliance and implementation of corrective actions.	IES	Re-inspection reports.	Months 8–16
15	Facilitate Employment Opportunities for South Africans	Promote local recruitment and labour activation programmes.	PES	Employment placement reports.	Ongoing
16	Engage Bargaining Councils	Coordinate sectoral compliance interventions and information sharing.	PCI Office, Bargaining Councils	Engagement reports.	Ongoing
17	Develop Monthly Implementation Reports	Consolidate operational progress and compliance statistics.	LMIS, PCI Office	Monthly implementation reports.	Monthly
18	Conduct Quarterly Task Team Meetings	Review implementation progress.	Steering Committee	Quarterly review reports.	Quarterly
19	Request Exemption Approval for Cyclical Inspections	Submit formal motivation for continuous and cyclical re-inspections.	PCI Office, National Office	Exemption approval request.	Immediate
20	Monitor Employment of South African Nationals	Assess compliance with agreed employment targets for South African nationals.	IES, PES, LMIS	Employment monitoring reports.	Ongoing
21	Conduct Joint Inspections	Conduct integrated operations with SAPS, Home Affairs, and municipalities.	IES, SAPS, DHA, Municipalities	Joint inspection reports.	Ongoing
22	Monitor Employer Compliance Improvements	Compare baseline and reassessment compliance levels.	IES, LMIS	Comparative compliance reports.	Ongoing
23	Escalate Persistent Non-Compliance	Refer serious or repeated non-compliance for enforcement and prosecution.	IES	Enforcement notices.	Ongoing
24	Produce Final Project Evaluation Report	Evaluate project outcomes, lessons learnt, and sustainability measures.	LMIS, PCI Office	Final evaluation report.	Months 17–18



14. Conclusion

The KwaZulu-Natal Provincial Implementation Plan seeks to establish a coordinated and sustainable intervention model aimed at improving labour compliance, promoting decent work, strengthening social protection, and creating employment opportunities for South African nationals.

The project further seeks to ensure that enforcement interventions are balanced with advocacy, labour activation, employer support, compliance improvement, social stability, and intergovernmental coordination.



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IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
LTD,SHUN SHUN WORKERS PRIMARY
COOPERATIVE LIMITED,SKY YAN
WORKERS PRIMARY COOPERATIVE
LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 02

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**



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NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY

HEAD OFFICE

Address: 7th Floor, Industria House, 350 Victoria Road, Salt River, 7925
Tel: 021 460 4000, Fax: 021 447 0628, Post: P O Box 1142, Woodstock, 7915 Website: www.nbc.org.za

CONSTITUTION OF THE NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY (as last amended on 10 November 2020)

Original Constitution (Annexure "B" to NBC Founding Agreement) was signed at CAPE TOWN on the 14th day of MAY, 2002 by elected representatives on behalf of the Cape Clothing Association (CCA), Eastern Province Clothing Manufacturers' Association (EPCMA), Free State and Northern Cape Clothing Manufacturers' Association (FS & NCCMA), Natal Clothing Manufacturers' Association (NCMA), Northern Decentralised Clothing Manufacturers' Association (NDCMA), Northern KwaZulu-Natal Clothing Manufacturers' Association (NKZNCMA), Transvaal Clothing Manufacturers' Association (TCMA) and Southern African Clothing and Textile Workers' Union (SACTWU) and was adopted by the Registrar of Labour Relations on 24/05/2002.



The Constitution has subsequently been Amended as follows:-

Clause No / Sub-clause No	Amendment Adopted by Council on:	Amendment Approved & Registered by Registrar on:
Clause 2 (2.1.5.3) (2.1.5.3)	15.05.2019 17.09.2020	08.10.2019 10.11.2020
Clause 3 (3.9)	09.12.2003	04.02.2004
Clause 5 (5) (5) (5)	15.10.2009 29.09.2015 25.08.2016	19.01.2010 23.11.2015 20.09.2016
Clause 6 (6.8 + 6.9)	09.12.2003	04.02.2004
Clause 8 (8.1 + 8.2.1)	15.10.2009	19.01.2010
Clause 12 (12.1) (12) (12.1 + 12.2)	24.07.2002 09.12.2003 15.10.2009	29.08.2002 04.02.2004 19.01.2010
Clause 13 (13.1.1) (13.3.1) (13.3.2) (13.12.1) (13.12.3) (13.3.2) (13.12.1) (13.12 + 13.12.1)	09.12.2003 15.10.2009 15.06.2006 22.09.2005 20.04.2006 29.09.2015 29.09.2015 15.05.2019	04.02.2004 19.01.2010 25.08.2006 25.10.2005 22.05.2006 23.11.2015 23.11.2015 08.10.2019
Clause 15 (15.4.1.6)	15.06.2006	25.08.2006
Clause 16 (16.10)	09.12.2003	04.02.2004
Clause 18 (18.2.2) (18.4)	29.09.2015 29.09.2015	23.11.2015 23.11.2015

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NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY

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CONSTITUTION OF THE
NATIONAL BARGAINING COUNCIL
FOR THE CLOTHING MANUFACTURING INDUSTRY
(AS AMENDED ON 10 NOVEMBER 2020)

1. **NAME**

The name of the Bargaining Council shall be "**National Bargaining Council for the Clothing Manufacturing Industry**" and is referred to in this Constitution as "the Council".



2. **DEFINITIONS¹**

2.1 Unless inconsistent with the context :

2.1.1 any expressions used herein which are defined in the Labour Relations Act No. 66 of 1995 (as amended) shall have the same meaning as in the Act, as amended;

2.1.2 any reference to any one gender shall include the other and vice versa;

¹ Amended 08/10/2019: Clause 2: New sub-clause 2.1.5.3 inserted and subsequent sub-clauses renumbered – refer *
Amended 10/11/2020: Clause 2: Sub-clause 2.1.5.3 amended – refer *


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- 2.1.3 the singular shall include the plural and vice versa;
- 2.1.4 the reference to persons shall include both natural persons and juristic persons;
- 2.1.5 the following expressions shall bear the meanings ascribed to them below :

2.1.5.1 "**the Act**" means the Labour Relations Act No. 66 of 1995, as amended from time to time;



2.1.5.2 "**collective agreement**" means an agreement concluded as contemplated in clause 14 of this Constitution;

2.1.5.3* "**Complying employer**" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the National Bargaining Council, which has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union, employer subscriptions

* Amended 08/10/2019: New sub-clause 2.1.5.3 inserted
Amended 10/11/2020: Sub-clause 2.1.5.3: "complying employer" definition amended to include companies that have a Council-approved arrears repayment plan.

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or who has implemented a signed Council-approved arrears repayment plan and who has registered all permanent and contract employees with the Council;

2.1.5.4 "**Council**" means the National Bargaining Council for the Clothing Manufacturing Industry;

2.1.5.5 "**days**" means calendar days;



2.1.5.6 "**employee**" means those employees as defined and/or presumed to be employees in terms of the Act;

2.1.5.7 "**employer**" means any person who employs or provides work for any person within the Industry;

2.1.5.8 "**employer party**" means the employer organisations party to this Constitution in terms of clause 5 and any other registered employer organisation admitted as a party to the Council in terms of clause 6;

2.1.5.9 "**founding agreement**" means the agreement entitled as such entered into between the founding

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parties to this constitution on 14 May 2002;

2.1.5.10 "**party**" means a party to this Constitution as set out in terms of clause 5 below and subject to the provisions of clause 6 below;

2.1.5.11 "**Industry**" means the interests in respect of which the Council is, from time to time, registered in terms of the Act;

2.1.5.12 "**Regional Chamber**" means a Regional Chamber appointed in terms of Clause 10 below;

2.1.5.13 "**representative**" means a person appointed by any party to represent such party on the Council;

2.1.5.14 "**union**" means the Southern African Clothing and Textile Workers Union and any other registered trade union admitted as a party to the Council in terms of clause 6;

2.1.5.15 "**arbitrator**" means a suitably qualified person appointed by the Council to the panel and "senior arbitrator" means a suitably qualified person of senior standing appointed by the Council to the




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senior panel, having had regard in both instances to the provisions of clause 15.3 below;

2.1.5.16 "panel" means a panel of arbitrators appointed by the Council from time to time and "**senior panel**" means a panel of senior arbitrators appointed by the Council from time to time, having had regard in both instances to the provisions of clause 15.3 below.



2.1.5.17 "commission" means the Commission for Conciliation Mediation and Arbitration (CCMA).

3. POWERS AND FUNCTIONS²

The Council is empowered, subject to the agreement of the parties, to do all or any of the following :

- 3.1 to conclude collective agreements;
- 3.2 to enforce those collective agreements;
- 3.3 to prevent and resolve labour disputes;

² Amended 04/02/04: Clause 3: Sub-clause 3.9 amended – refer *

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- 3.4 to perform the dispute resolution functions referred to in clause 15, below;
- 3.5 to establish and administer a fund to be used for resolving disputes;
- 3.6 to promote and establish training and education schemes;
- 3.7 to establish and administer pension, provident, medical aid, sick pay, holiday, unemployment and training schemes or funds or any similar schemes or funds for the benefit of one or more of the parties to the Council or their members;
- 3.8 to determine by collective agreement the matters which may not be an issue in dispute for the purposes of a strike or lockout at the workplace;
- 3.9* to delegate rights, powers and duties in terms of this constitution to the Regional Chambers referred to in clause 10 below and/or the Executive Committee established in terms of clause 12 and/or any special committee established in terms of clause 11 below.



* Amended 04/02/04. Sub-clause 3.9. Extended to include the expression; "and/or Executive Committee established in terms of clause 12 and/or any special committee established in terms of clause 11 below".

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- 3.10 to develop proposals for submissions to NEDLAC or any other appropriate forum on policy and legislation that may affect the Industry;
- 3.11 to confer on workplace forums additional matters for consultation.
- 3.12 to provide industrial support services within the industry.
- 3.13 to extend the services and functions of the Council to workers in the informal sector.
- 3.14 to institute or defend legal proceedings in its own name.
- 3.15 to exercise such other powers and perform such other functions as may be provided in the Labour Relations Act including those in s28 of the Act.
- 3.16 to buy, sell, lease, pledge, mortgage, hypothecate or otherwise encumber moveable, immovable and intellectual property, to invest, borrow or lend money and all powers incidental thereto.
- 3.17 to do whatever else may be necessary to give effect to the foregoing.



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4. RULES

4.1 The Council shall be entitled to make rules :

4.1.1 in respect of any matter permitted or prescribed by this Constitution; or

4.1.2 in respect of any matter on which the Council considers it necessary to prescribe rules for the purpose of achieving the functions of the Council.



4.2 The procedures which shall be followed in promulgating or amending any rules, are those prescribed in clauses 13.10 and 13.11 of this Constitution.

5. PARTIES TO THE COUNCIL³

The parties to the Council are the :

5.1 Apparel & Textile Association of South Africa (ATASA);

5.2 Eastern Province Clothing Manufacturers' Association (EPCMA);

³ Amended 19/01/10: Clause 5: (i) After the phrase "The parties to the Council....." (the first line of the clause), deleted the words ".....at the date of adoption of this Constitution.....". (ii) Northern KwaZulu-Natal Clothing Manufacturers' Association deleted as a Party to the Council after being deregistered by Registrar of Labour. Amended 23/11/15: Clause 5: (i) Coastal Clothing Manufacturers' Association added as a Party to the Council. (ii) Free State & Northern Cape Clothing Manufacturers' Association deleted as a Party to the Council after applying for voluntary deregistration via the Department of Labour and resolving to "merge" with the TCMA. (iii) Natal Clothing Manufacturers' Association old name deleted and newly registered name, South African Clothing Manufacturers' Association, inserted. (iv) Northern Decentralised Clothing Manufacturers' Association deleted after deregistration by Registrar of Labour Relations. Amended 20/9/16: Clause 5: Cape Clothing Association (CCA)'s name changed to South African Apparel Association (SAAA) and Coastal Clothing Manufacturers' Association (CCMA)'s name changed to Apparel & Textile Association of South Africa (ATASA).

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- 5.3 South African Apparel Association (SAAA);
- 5.4 South African Clothing Manufacturers' Association (SACMA);
- 5.5 Transvaal Clothing Manufacturers' Association (TCMA);
- and the
- 5.6 Southern African Clothing and Textile Workers' Union (SACTWU).

6. ADDITIONAL PARTIES⁴



- 6.1 Any registered trade union or registered employer's organisation may apply in writing to the Council for admission as a party.
- 6.2 The application must be accompanied by a certified copy of the applicant's registered constitution and certificate of registration and must include the details, reasons and other information provided for in Section 56(2) of the Act.
- 6.3 The Council must decide, within 90 days of receiving such an application or such extended period as it may require, provided that this is no later than within 180 days of receiving such an application, whether to grant or refuse an applicant admission, and must advise the applicant of its decision,

⁴ Amended 04/02/04: Clause 6: New sub-clauses 6.8 & 6.9 inserted

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failing which the Council is deemed to have refused the applicant admission.

6.4 If the Council grants admission it shall be in terms of proportional representation principles including appropriate thresholds as agreed to by the Parties to the Council from time to time, or as set out in Schedule 1 hereto.

6.5 any employer organisation to be granted admission to the Council will be obliged to adhere to, and operate within, any existing protocols entered into between any existing employer parties with a view to regulating the affairs of the employer parties, inter se, and shall also be obliged to comply with the Constitution.



6.6 If the Council refuses to admit the applicant, it must within 30 days of the date of the refusal, advise the applicant in writing of its decision and the reasons for that decision.

6.7 Any party may withdraw from the Council by giving three calendar months' notice, in writing to the General Secretary of the Council.


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- 6.8* Should any organisation admitted as a party to the Council:
- 6.8.1 breach any existing protocols to which it is a signatory, entered into between existing parties with a view to regulating the affairs of the parties inter se; and/or
- 6.8.2 breach any written commitment or undertaking made by such organisation on application for admission as a party to the Council; and/or
- 6.8.3 fail or refuse to comply with the Constitution of the Council; and/or
- 6.8.4 fail or refuse to be bound by any collective agreements or provisions therein, of the Council that are binding on such organisation; and/or
- 6.8.5 fail or refuse to be bound by any applicable law or determination; and/or



* Amended 04/02/04: New sub-clause 6.8 inserted

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- 6.8.6 fail or refuse to require its members to honour and be bound by any applicable collective agreement, determination or law; and/or
- 6.8.7 be wound up or lose its registration; and/or
- 6.8.8 cease to meet the criteria for admission as a party to the Council, including but not limited to the principles of proportional representation including appropriate thresholds agreed to by the parties from time to time as envisaged by clause 6.4 of this Constitution:-



Then such organisation may be expelled as a party to the Council.

- 6.9* In respect of an Employer organisation, such expulsion as envisaged in clause 6.8 above may be effected by and at the instance of, one or more employer's organisations:

- 6.9.1 Whose members employ the majority of the employees employed by the members of the employer's organisations which are party to the Council; and

* Amended 04/02/04: New sub-clause 6.9 inserted


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- 6.9.2 Who represent at least 75% of the votes allocated in terms of an applicable voting protocol between employer organisations to which the employer organisation sought to be expelled is either a party or bound thereby.

7. STATUS OF THE COUNCIL

- 7.1 The Council, upon registration, will become a body corporate as prescribed by the Act and capable of doing any act which the Act and/or its Constitution requires or permits it to do.



- 7.2 The Council shall exist independently of its members and shall have perpetual succession.
- 7.3 Unless otherwise provided by the Constitution, no party, by reason only of its affiliation to the Council, shall be liable for any of the obligations of the Council.

8. REPRESENTATIVES AND ALTERNATES⁵

- 8.1* The Council shall consist of 22 representatives of whom one half shall be appointed by the employer party and one half by the union.

⁵ Amended 19/01/10: Sub-clauses 8.1 & 8.2.1 amended – refer*. *Sub-clause 8.1: Number of representatives reduced from 30 to 22

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8.2.1* The employer party shall appoint its 11 representatives as follows:

Each of the employers' organisations listed in clause 5 shall be entitled to appoint one representative. The balance of the representatives, if any, shall be appointed by agreement between the employers' organisations party to the constitution in terms of clause 5 and admitted as a party to the Council in terms of clause 6, on the principle of proportionality.



8.2.2 Should the employers' organisations party to the Constitution in terms of clause 5 and admitted as a party to the Council in terms of clause 6 not be able to agree upon the balance of the representatives, then the issue of who shall comprise the balance of representatives shall be referred, forthwith upon deadlock being reached and a dispute being declared by any employer's organisation, to final and binding arbitration to an arbitrator as agreed between the disputing parties and failing agreement on the identity of the arbitrator, to an arbitrator appointed by the Industry Arbitrator in terms of Annexure "D" to the Founding Agreement.

* Sub-clause 8.2.1: Number of employer party representatives reduced from 15 to 11


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- 8.2.3 The arbitration contemplated in 8.2.2 shall be conducted on an expedited basis by the appointed arbitrator in accordance with such procedure that he/she determines and at a venue, time and place set by the arbitrator after consultation with the disputing parties. The costs of the arbitration shall be borne equally by the employer organisations who are party to the Constitution in terms of clause 5 and admitted as a party to the Council in terms of clause 6.



- 8.3 For each representative there shall be an alternate.
- 8.4 The employer party and the union must appoint their respective representatives and alternatives, who shall each hold office for a period of one year and thereafter until their successors are appointed, and who shall be eligible for reappointment.
- 8.5 A representative or alternate may resign from the Council by giving to the Council and the party which appointed him one month's notice in writing, and the employer party or the union may at any time withdraw one of its representatives or alternates by giving 14 days' notice to the Council.

- 8.6 Any vacancy shall be filled by the employer party or the union, as the case may be, by appointing a successor for the unexpired period of office.
- 8.7 In the appointment of its representatives, the employer party must provide for at least one representative to represent the interests of small and medium enterprises.

9. **ELECTION OF OFFICE BEARERS AND THEIR DUTIES**



- 9.1 Chairperson and other office bearers
- 9.1.1 The Council shall, at its first meeting, following the appointment of representatives, elect a Chairperson and a Vice-Chairperson by show of hands.
- 9.1.2 In the event of an equal number of votes being cast for two or more candidates, the Acting Chairperson shall write the name of each such candidate on a piece of paper, insert the pieces of paper in a container and draw one out. The candidate whose name is thus drawn shall be declared elected.


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- 9.1.3 The Council shall appoint a General Secretary and such officers and employees as are appropriate.

9.2 Terms of Appointment

The Council shall prescribe the terms of appointment applicable to the Chairperson or other officers and employees of the Council.

9.3 Period of Office of Chairperson



The Chairperson appointed to the Council shall hold office from one Annual General Meeting to the next, or until the appointment of a successor.

9.4 Vacancy

- 9.4.1 If the office of Chairperson or Vice Chairperson to the Council becomes vacant for any reason, prior to the expiry of his period of office, the appointment of a replacement Chairperson or Vice-Chairperson, as the case may be, shall be made at a general meeting following the occurrence of such vacancy and for the unexpired portion of such period of office.


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- 9.4.2 If the Chairperson is unable to perform his functions for any reason, or if the office of Chairperson becomes vacant for any reason and no successor has been appointed, the functions of the Chairperson shall be assumed by the Vice Chairperson.

9.5 Voting Powers of the Chairperson

The Chairperson to the Council, and the Vice-Chairperson when he performs the function of the Chairperson, shall not be entitled to vote, provided that, where a Chairperson or Vice Chairperson, as the case may be, is appointed from amongst the representatives, he will retain his deliberative vote, but will not have a casting vote.



9.6 Appointment of General Secretary and other Officers

- 9.6.1 The General Secretary appointed in terms of clause 9.1.3 may also act as Treasurer to the Council.
- 9.6.2 The appointment of the General Secretary and such other Officers as are provided for in this Constitution shall be upon such terms as may be appropriate and adopted by the Council.

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9.7 Functions of Officers and Office Bearers

The functions of the Chairperson, Vice Chairperson, General Secretary and other Officers of the Council may be prescribed by the Council or specified from time to time in rules to this Constitution.

10. REGIONAL CHAMBERS AND SUB-REGIONAL CHAMBERS



10.1 The Council shall establish Regional Chambers and, where appropriate, Sub-Regional Chambers for the areas prescribed by the Council.

10.2 Regional Chambers and/or Sub-Regional Chambers shall be funded in terms of the provisions of clause 16.1 of this Constitution.

10.3 Each Regional Chamber and/or Sub-Regional Chamber shall, subject to any decision of the Council, the provisions of this Constitution and the provisions of the Act, control its own finances. The expenses of each Regional Chamber and/or Sub-Regional Chamber will accordingly be met from grants made for this purpose by the Council on criteria as may be agreed by the Council from time to time.

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10.6 In the absence of an applicable rule or an agreement to the contrary by the representatives to the Regional Chamber, the provisions of this Constitution as they relate to the appointment of a Chairperson, other office bearers and committees as well as the holding of meetings and all matters incidental thereto, shall mutatis mutandis apply to each of the Regional Chambers.

10.7 All funds of any former bargaining council registered in respect of the clothing industry for a particular area which existed immediately prior to the registration of this Council, including any social benefit funds established by the parties to that council shall be transferred to this Council on registration of this Council.



10.8 Despite 10.7, the funds referred to in 10.7 shall be separate entities and shall be managed and controlled by the Regional Chamber and/or Sub-Regional Chamber which is appointed for the geographic area that includes the area previously covered by the registered scope of the applicable former bargaining council.

10.9 In the event that no Regional Chamber is appointed which covers the registered scope of a former bargaining council, the Council shall manage and control the funds.


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10.10 The Council may decide provided that it is not inconsistent with any provision of this Constitution, that the functions and duties performed immediately prior to the registration of the Council by the bargaining councils that amalgamated to form the Council, shall in future be performed by each respective Regional Chamber established under this Constitution which has responsibility for an area that includes the area described in the registered scope of an amalgamated bargaining council.

10.11 Any liabilities incurred by any amalgamating bargaining council prior to the registration of the Council shall first be recovered from that portion of the Council's assets managed by the Regional Chamber that assumed the duties and responsibilities of the amalgamating Council in question. Where such funds are insufficient to meet the liability incurred, the Regional Chamber shall be required and entitled to adopt measures to raise funds to meet the shortfall.

10.12 Unless otherwise agreed to by the Council, the provisions applicable to Regional Chambers shall *mutatis mutandis* apply to Sub-Regional Chambers.



11. SPECIAL COMMITTEES

11.1 In addition to the Regional Chambers, the Council may appoint such other committees as it may consider necessary :

11.1.1 for the purpose of performing any function which may be delegated to the committee by the Council; or

11.1.2 for the purpose of investigating and reporting on any matter referred to such committees by the Council.



11.2 Such committee shall comprise such numbers of members as may be designated by the Council provided that there shall be an equal number of representatives of the employer party and the union.

11.3 The Council may prescribe :

11.3.1 the appointment of office bearers to Special Committees;

11.3.2 the procedures applicable to Special Committees including decision-making powers and voting procedures;

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- 11.3.3 any other matters which the Council may consider necessary for the functioning of the Special Committees.

12. EXECUTIVE COMMITTEE⁶

- 12.1 * The Council will appoint an Executive Committee consisting of six (6) representatives per Side. Each representative may be represented in his or her absence by an alternate appointed by the Side from a pool of no more than six (6) alternates which each Side may appoint for this purpose. The Council may prescribe:



- 12.1.1 The procedures applicable to the appointment and functions of the Executive Committee;
- 12.1.2 Any other matters which the Council considers necessary for the function of the Executive Committee.
- 12.2* A quorum for meetings of the Executive Committee shall be a majority of the representatives present or represented by proxy of each of the employer party and the union respectively (i.e. a minimum of 4 per Side).

⁶ Amended 29/08/02: Clause 12: *Sub-clause 12.1 amended to allow for alternates to serve on the Executive Committee
Amended 04/02/04: Clause 12: Entire clause replaced
Amended 19/01/10: Clause 12: *Sub-clause 12.1 amended to reduce number of representatives and alternates from ten (10) to six (6) per Side and a new sub-clause 12.2 inserted.

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12.3 Notwithstanding the provisions of clause 18.2 below, the Executive Committee is empowered on such terms as it may prescribe to delegate some or all of its functions in respect of exemptions to an "Exemptions Committee" established by the Council for the purpose of considering any applications for exemption which have been received by or referred to it.

12.4 The Executive Committee is empowered to:



12.4.1 appoint any committee or sub-committee to execute any of its functions it may wish to delegate to such committee and/or sub-committee;

12.4.2 ratify or confirm the establishment of any committee and/or sub-committee by itself and/or any Regional Chamber of the Council;

12.4.3 where necessary or deemed desirable, ratify, confirm, refuse, or amend, all decisions taken by any of the Regional Chambers and/or their respective sub-committees in respect of applications for exemption considered as from 23 May 2002 to the date of the adoption by Council of this clause, and thereafter;


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12.4.4 where necessary or deemed desirable, ratify, confirm, refuse, or amend, any decision taken by any other sub-committee established by the Council or the Executive Committee itself, since 24 July 2002 to the date of the adoption of this amending clause by the Council, and thereafter;

12.4.5 appoint an "Independent Exemptions Body" to be established by Collective Agreement in terms of clause 18.4 of the Constitution and to determine the date of implementation of such "Independent Exemptions Body."



13. MEETINGS⁷

13.1 There shall be the following types of meeting :

13.1.1 the Annual General Meeting of the Council which shall take place in July, or as near as possible to that month, but by not later than three months from July, in each calendar year and at such time and place as may be called at the discretion of the Chairperson after prior consultation with the parties;

⁷ Amended 04/02/04: Clause 13: Sub-clause 13.1.1 amended by replacing the month of February with July. Sub-clause 13.3.1 amended on 19/01/10; Sub-clause 13.3.2 amended on 25/08/06 and amended further on 23/11/15; Sub-clause 13.12.1 amended on 25/10/05, amended further on 23/11/15 and on 8/10/19 re-numbered to 13.12 and wording altered; Sub-clause 13.12.3 amended on 22/05/06. Refer * for full description of amendment to each aforementioned sub-clause.

13.1.2 ordinary meetings of the Council which shall be held at such times and places as the Council or the Chairperson may determine, and shall be called :

13.1.2.1 at the written request of any party; or

13.1.2.2 at the discretion of the Chairperson after consultation with the parties.

13.2 Notice of any meetings of the Council :



13.2.1 shall be in writing, detailing :

13.2.1.1 the time;

13.2.1.2 the date;

13.2.1.3 the venue;

13.2.1.4 the business to be transacted;

13.2.2 shall be transmitted by the General Secretary to the representatives :

13.2.2.1 by post; or

13.2.2.2 by telefax; or

13.2.2.3 by any other agreed electronic medium;

13.2.2.4 by hand


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13.2.3 shall be given not less than 7 days prior to the meeting provided that the Chairperson may authorise the giving of shortened notice.

13.3.1* The quorum for meetings of the Council shall be a majority of the representatives present or represented by proxy of each of the employer party and the union respectively (i.e. a minimum of six (6) per Side).



13.3.2* Should a representative not be able to attend the meeting he/she may lodge a written proxy in favour of a representative who will attend the meeting, which must be lodged with the Chairman at least 1 hour prior to the commencement of the meeting, and which must be expressed in general terms in favour of the proxy, without limiting the proxy's vote on any particular issue.

If the representative intends to permit the representative to whom the proxy is given to delegate the proxy further by passing it on to another representative, or that representative's representative, such power must be expressly stated in the written proxy lodged with the

* Amended 19/01/10: Sub-clause 13.3.1: Amended to reduce the quorum for meetings of the Council from a minimum of 8 per Side to 6 per Side.

* Amended 25/08/06: Sub-clause 13.3.2: Amended the phrase "...must be lodged with the Chairman within 12 hours of commencement of the meeting..." to read: "...must be lodged with the Chairman at least 1 hour prior to the commencement of the meeting..."

* Amended 23/11/15: Sub-clause 13.3.2: Amended by adding the 2nd and 3rd paragraphs.


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Chairman. In the absence of a written recordal of such intent a proxy may not be further delegated by the representative to whom it was given and no vote cast pursuant to such a delegated proxy will be valid.

If a proxy wishes to give a proxy received from a representative to another representative such further proxy must also be in writing and lodged with the Chairman 1 hour before the meeting. No vote cast pursuant to a proxy which has been further delegated shall be valid unless it has been lodged as described.



- 13.3.3 For the purpose of determining whether a quorum is present, alternates of representatives who are absent, shall be regarded as representatives.

- 13.4 If, within 30 minutes of the time and date fixed for any meeting of the Council, a quorum is not present, the meeting shall stand adjourned to a date to be fixed by the Chairperson, not less than 7 and not more than 10 days from the date of the meeting which stands adjourned. Notice in writing shall be given by the General Secretary to each representative stating the date and time of the adjourned meeting. At such adjourned meeting, the representatives present shall form a quorum.

- 13.5 Alternates shall be entitled to attend meetings of the Council


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but shall not take part in debate or vote, unless their principals are absent.

- 13.6 Provided there is a quorum present, the total number of votes that may be exercised by the Trade Union representatives in aggregate, shall equal the total number of employer votes in respect of employer representatives who are present in person or by proxy to be determined in accordance with the formula set out in clause 13.12.1.



- 13.7 Minutes of Council meetings shall be kept by the General Secretary.
- 13.8 The General Secretary shall submit the Minutes of every meeting of the Council to the representatives, not later than 21 days after the date of the meeting. If in agreement with the Minutes, the Council shall confirm such Minutes by way of resolution at the next meeting, and the Chairperson shall sign the Minutes as confirmed.
- 13.9 The General Secretary shall be responsible for ensuring that the Council's obligations to keep records and provide information to the Registrar as prescribed by sections 53(4) and 54 of the Act are complied with.

13.10 All proposals on issues to be considered by the Council shall, unless otherwise permitted by the Chairperson, be submitted to the Chairperson in writing, and read by him to the meeting of the Council. No proposal shall be considered unless seconded.

13.11 Except as otherwise decided by the Council, all matters forming the subject matter of proposals excluding those referred to in clauses 14.4, 14.5 and 14.6 shall be decided by the vote of a 75% majority of votes cast by the Trade Union representatives and a 75% majority of the votes cast by the employer representatives who are present in person or by proxy and who are entitled to vote, on the basis that the votes allocated to the employer party are apportioned in terms of clause 13.12. Voting shall be by a show of hands.



13.12 One vote shall be allocated to each of the employers' associations who are founding parties in terms of clause 4.3.8 of the Founding Agreement. Thereafter and subject to clause 13.12.1 below, votes shall be allocated proportionally

* Amended 25/10/05: Clause 13.12.1 (re-numbered as 13.12 on 8/10/19): Inserted the words "and on 1 July" after the word "January" and inserted the following new sentence between the words "occurs," and "Founding": "The number of employees shall be as certified by the Council's General Secretary as at 1 January and 1 July, as the case may be each year, derived from actual registration of employer and employees in the records of the Council."

* Amended 8/10/19: Clause 13.12 : (i) re-numbered from 13.12.1 to 13.12. (ii) In line three of the clause, after the word "Thereafter", inserted the phrase "and subject to clause 13.12.1 below". (iii) In line nine of the clause, after the words "The number of employees", inserted the phrase "of compliant members". (iv) Inserted the word "compliant" before the word "members" wherever it appears in the clause.

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according to the number of employees employed by the compliant members of the employers' associations party to this Constitution in terms of clause 5 and admitted as a party to the Council in terms of clause 6, on 1 January and on 1 July of the year in which voting occurs. The number of employees of compliant members shall be as certified by the Council's General Secretary as at 1 January and 1 July, as the case may be each year, derived from actual registration of employer and employees in the records of the Council. Founding parties will be allocated a further vote for every additional 1000 employees their compliant members employ - thus if a founding party's compliant members employ 2000 or more employees, it will have a total of two votes; if their compliant members employ 3000 or more employees, it will have three votes and so forth;



13.12.1* Provided that an employer may at any time only be a member of one employer party to the Council.

13.12.1A* Should a party entity to the Council, be it a founding party or otherwise or be it an employer's organisation/ association or trade union, as the case may be, choose to de-register as such or cancel its registration and merge

* Amended 23/11/15: New sub-clause 13.12.1A inserted
* Amended 08/10/19: New sub-clause 13.12.1 inserted


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with an existing party entity (the merging and absorbing parties respectively) resulting in a merged entity (the merged party entity) then the following shall apply:

- (i) The merging party shall cease to be a member of or party to the Council from the effective date of its de-registration or cancellation of registration, and may not sign any collective agreement in its erstwhile capacity as a party to the Council;



- (ii) All rights, obligations and privileges which previously vested in the merging party by virtue of its membership of the Council will cease on the effective date of its de-registration or cancellation of registration which rights, obligations and privileges shall transfer to the merged party entity with effect from the effective date of the merger between the merging party and the absorbing party;

- (iii) The merging party, absorbing party and the merged party entity will be obliged to furnish to the parties to the Council and/or the Council's secretariat all and any such documents and information that they may require pursuant to the

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de-registration, cancellation and merger which resulted in the formation of the merged party entity so as to satisfy themselves as to the facts and the legal status and standing of the merged party entity;

- (iv) It is expressly recorded that such voting rights and strengths that the merging party enjoyed under the Constitution immediately prior to its de-registration or cancellation as an employer's organisation /association or trade union as the case may be, shall with immediate effect upon the effective date of the merger with the merged party entity be transferred to the latter, which shall then be able to exercise such voting rights and strengths under the Constitution as possessed by both the merging party and the absorbing party prior to the merger, in aggregate, thus not disturbing the prior voting representivity which was enjoyed under the Constitution;

- (v) The effective date of this resolution and any consequent amendment to the Constitution shall be the later of 11 July 2014, being the date upon which the Free State Northern Cape Clothing




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Manufacturers Association de-registered and the effective date of its merger with the Transvaal Clothing Manufacturers Association, if these dates are different;

- (vi) Existing employer member/party protocols provided for in the Constitution will continue to apply to the merged party entity with effect from the effective date of any merger contemplated in this Clause.



13.12.2 New employer parties who are admitted to the Council will receive one vote if their members employ 1000 or more employees and the number of votes they may exercise will increase on the same basis as that of the founding employer parties as set out in 13.12.1 above.

13.12.3* The employees counted for the purpose of voting strength shall be the number of employees employed within the scope of the Council as certified by the Council at its inaugural meeting, and, thereafter, by the Council's General Secretary in respect of the 1st of January and the 1st of July of the year in which voting occurs.

* Amended 22/05/06: Clause 13.12.3: Inserted the words "by the Council's General Secretary" after the word "thereafter," and, further, inserted the words "and the 1st of July" after the word "January".


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13.12.4 The number of votes exercised by the Trade Union shall be equal to the total number of votes exercised by and on behalf of the employer parties.

13.13 No decision taken at a meeting of the Council shall be invalidated by the absence of any representatives, if they have been properly notified in terms of clause 13.2, provided there is a quorum present.



14. NEGOTIATION PROCEDURES

14.1 All parties to the Council accept the principle of industry-wide bargaining on terms and conditions of employment and matters incidental thereto in respect of the bargaining unit as defined by the Parties from time to time.

14.2 Negotiations shall :

14.2.1 commence annually, unless otherwise agreed by the parties, and upon such date as may be agreed from time to time by the parties;

14.2.2 be conducted :


Put

14.2.2.1 in respect of :

14.2.2.1.1 terms and conditions of employment in respect
of employees; and/or

14.2.2.1.2 any other matter of mutual interest to the
employers, the employer party, the employees
and the union; and

14.2.2.2 in accordance with such procedures as may be laid
down from time to time by the Council; and

14.2.2.3 in order to conclude an agreement which creates
rights and obligations as between the employers, the
employees and the union.

14.3 Any collective agreement concluded in the Council shall be
operative from such date as may be agreed between the
parties and which is referred to within the collective
agreement, and shall remain operative for the period specified
in the agreement.

14.4 The collective agreement which is concluded shall be in
writing, signed by the parties to the collective agreement and
binding upon:



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14.4.1 The parties to the Council who are also parties to the collective agreement;

14.4.2 Each party to the collective agreement and the members of every other party to the collective agreement in so far as the provisions thereof apply to the relationship between such a party and the members of such other party; and



14.4.3 The members of a registered trade union that is a party to the collective agreement and the employers who are members of a registered employers' organisation that is such a party, if the collective agreement regulates:

14.4.3.1 Terms and conditions of employment; or

14.4.3.2 The conduct of the employers in relation to their employees or the conduct of the employees in relation to their employers.

14.5 The provisions of clause 13.11 in relation to a vote by a 75% majority shall not be applicable to the conclusion of collective agreements or the extension thereof, which shall be regulated in terms of the Act.


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14.6 The Council shall, subject to any qualification agreed to by the parties, seek extension of the collective agreement to non-party employers and employees in terms of the Act.

14.7 The Council shall be the sole forum for the purposes of negotiating wages and terms and conditions of employment and neither party shall seek to change the remuneration of employees or re-negotiate any matter or provision during the currency of an agreement dealt with in or regulated by a collective agreement of the Council or any other existing agreement between the Parties concluded in the Council, provided that:



14.7.1 this shall not limit the parties from entering into any collective agreement in the Council which provides for certain matters to be agreed at plant level; and

14.7.2 the parties agree that notwithstanding the fact that certain provisions of a main collective agreement may be gazetted for a lengthy period of time, either party shall have the right to pursue industrial action in compliance with the Labour Relations Act and this constitution after utilising applicable procedures, in the event of agreement not being reached on any issues in annual negotiations


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between the parties on wages and other substantive issues.

- 14.8 Either party will be entitled to submit demands to the other in the Council for the sole purpose of commencing negotiations with a view to reaching a new collective agreement to replace an existing collective agreement at the expiry of its period of currency;

- 14.8.1 a dispute may be declared and a strike or lock-out may be resorted to for the purpose of ensuring compliance with the terms and conditions of an existing agreement or in pursuance of negotiations as contemplated in clause 14.7 above;

- 14.8.2 the union may submit demands to an employer who proposes to change the terms and conditions of employment of his employees in a manner that adversely affects such employees, and may take any lawful action in pursuit of any such demands, provided that the sole purpose of any such demands or lawful action shall be to remedy the adverse effect caused by the employer concerned.




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15. DISPUTE PROCEDURE⁸

15.1 Unless otherwise provided in this Constitution or any collective agreement ratified by the Council, any dispute within the registered scope of the Council must be resolved as set out below.

15.1.1 The General Secretary of the Council must decide, after consultation with the Secretary of any relevant Regional Chamber, whether any dispute referred to the Council must be dealt with by the Council or the Regional Chamber.



15.1.2 The Council must, from time to time, adopt, by resolution, guidelines for the General Secretary of the Council to follow in the allocation of such disputes.

15.1.3 When any dispute is allocated to a Regional Chamber in terms of this clause then such Regional Chamber will have the same rights, powers and obligations as the Council.

⁸ Amended 25/08/06: Clause 15: Sub-clause 15.4.1.6 amended – refer *

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15.2 Accreditation

15.2.1 With a view to performing its dispute resolution functions in terms of Section 51(3) of the Act only, the Council must by decision apply to the governing body of the Commission for accreditation to perform these functions as appropriate.

15.2.2 In the event that the Council fails to secure such accreditation, the Council may enter into an agreement with the Commission in terms of which the Commission is to perform, on behalf of the Council, its dispute resolution functions in terms of Section 51(3) of the Act.



15.3 Panel of Conciliators, Arbitrators and Senior Arbitrators

15.3.1 The Council must appoint:

15.3.1.1 a panel of conciliators, for the purpose of conciliating disputes;

15.3.1.2 a panel of arbitrators, for the purpose of determining disputes;


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15.3.1.3 a panel of senior arbitrators, for the purpose of determining disputes where:

15.3.1.3.1 the nature of the questions of law raised by the dispute;

15.3.1.3.2 the complexity of the dispute;

15.3.1.3.3 conflicting arbitration awards, Labour Court precedents or Labour Appeal Court precedents, and/or



15.3.1.3.4 the public interest

requires the appointment of a senior arbitrator and a party to the dispute requests that the Council refer the dispute for determination by a senior arbitrator.

15.3.2 The Council must determine from time to time the number of persons to be appointed to the panels of conciliators and arbitrators.

15.3.3 All parties to the Council must attempt to reach agreement on the persons to be appointed to the conciliation and arbitration panels. In the event that the


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parties to the Council cannot agree on the appointment of some or all of the conciliators and arbitrators, the following process shall be followed:

15.3.3.1 the union parties to the Council must prepare a list of nominees to fill the remaining vacancies on each panel, and the employer parties to the Council must do likewise;

15.3.3.2 the lists prepared by the parties must be exchanged, and the union parties must rank the nominees of the employer parties in order of their preference, and the employer parties must do likewise in respect of the nominees of the union parties;

15.3.3.3 in the event of the number of remaining vacancies being an even number, half of the vacancies shall be filled by appointing the nominees most preferred by the union parties from the employer parties' list, and the remaining half by appointing the nominees most preferred by the employer parties from the union parties' list;

15.3.3.4 in the event that the number of remaining vacancies is an odd number, then the appointments from the




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parties' lists must make up the number of vacancies less one, and the final vacancy shall be filled by inserting the names of the next most preferred nominee from each list into a hat, from which the General Secretary of the Council will draw the name of the remaining appointee.

15.3.4

The arbitrators and senior arbitrators are to be appointed to the relevant panel for a period of two years, after which period they may be re-appointed by agreement between all the parties to the Council. Should any or all of the arbitrators and senior arbitrators not be re-appointed, all parties to the Council must attempt to reach agreement on the persons to be appointed to the panel or senior panel, failing which the remaining vacancies will be filled according to the method described in clause 15.3.3 above.



15.3.5

Despite clause 15.3.4 above, the Council may remove a member of the panel of conciliators or arbitrators from office:

15.3.5.1

for serious misconduct; or

15.3.5.2

due to incapacity; or

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15.3.5.3 if at least one half of the employer parties and at least one half of the union parties have voted in favour of the removal of that member from the panel.

15.3.6 If for any reason there is a vacancy on the panels, the Council may appoint a new member to the relevant panel according to the method described in clause 15.3.3 above for the unexpired portion of the predecessor's term of office.



15.3.7 Subject to paragraph 15.3.9, a person may be appointed to one or more of the panel of conciliators and the panel of arbitrators or senior arbitrators.

15.3.8 An employee of the Council shall be eligible for appointment to the panel of conciliators and the panel of arbitrators, provided that, should the Council have an interest in the dispute to be arbitrated, employees of the Council will not be eligible to arbitrate the dispute.

15.3.9 An employee of the Council shall not be eligible for appointment to the senior panel of arbitrators.


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- 15.3.10 Unless the parties to the dispute have agreed on a member of the relevant panel to conciliate or arbitrate their dispute or on a procedure to allocate disputes to the panel, the General Secretary of the Council or other designated official must appoint a member of the relevant panel to conciliate or arbitrate the dispute on a rotational basis, with the next available conciliator, arbitrator or senior arbitrator being appointed, as the case may be, should any panel member(s) not be available in terms of such rotation.



15.4 Disputes involving non-parties to the Council

Any dispute contemplated in Section 51(3) of the Act, where any party to the dispute is not a party or a member of a party to the Council in terms of clauses 5 and 6 above, must be resolved by the Council according to the following procedure:

15.4.1 Referral and conciliation of disputes

- 15.4.1.1 any of the parties to the dispute may refer the dispute in writing to the Council, setting out the nature of the dispute and the outcome sought;


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- 15.4.1.2 the party who refers the dispute to the Council must satisfy the Council that a copy of the referral has been served on all other parties to the dispute;
- 15.4.1.3 the General Secretary or other designated official must appoint a member of the panel of conciliators who must attempt to resolve the dispute through conciliation within thirty (30) days from the date of the Council receiving the written referral of the dispute or any extended period as agreed to in writing by the parties to the dispute;
- 15.4.1.4 The conciliator may, during conciliation proceedings:
- 15.4.1.4.1 mediate the dispute;
- 15.4.1.4.2 conduct a fact-finding exercise; and
- 15.4.1.4.3 make a recommendation to the parties to the dispute, which may be in the form of a non-binding advisory arbitration award.
- 15.4.1.5 Representation of a party to the dispute in the conciliation proceedings must be in accordance with



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the provisions of the Act in relation to conciliation proceedings at the Commission.

15.4.1.6*

At the end of the thirty (30) day period, referred to in clause 15.4.1.3 above or any further period agreed to in writing by the parties to the dispute, the conciliator/s who was/were appointed to attempt to resolve the dispute must issue a certificate stating whether or not the dispute has been resolved.



15.4.1.7

Nothing in this Constitution prevents an officer or an employee of the Council from investigating the dispute or attempting to conciliate the dispute before the appointment of a conciliator.

15.4.2

Adjudication of disputes referred to the Council for arbitration.

15.4.2.1

If the dispute remains unresolved after conciliation, any party to the dispute may request that the dispute be resolved through arbitration if:

* Amended 25/08/06: Sub-clause 15.4.1.6: After the phrase "...in writing by the parties to the dispute," deleted the words "the General Secretary or other designated office of the Council", which have been replaced with the words "the conciliator/s who was/were appointed to attempt to resolve the dispute...."

15.4.2.1.1 the Act requires that the dispute be arbitrated;
or,

15.4.2.1.2 all the parties to the dispute consent to arbitration under the auspices of the Council, irrespective of whether such dispute may be subject to the jurisdiction of the Commission or Labour Court in terms of the Act.



15.4.2.2 Upon receipt of such written request for arbitration from a party to the dispute, the General Secretary or other designated official of the Council must appoint a member of the relevant panel of arbitrators to arbitrate the dispute.

15.4.2.3 Such written request for arbitration must be made within the time period prescribed in the Act, provided that the arbitrator may permit the late request for arbitration on good cause.

15.4.2.4 The General Secretary or other designated official of the Council must serve notice of the date, time and venue of the arbitration on the parties to the dispute.

15.4.2.5 Any party who has a legal interest in the arbitration may apply to the arbitrator to be allowed to intervene in the arbitration. Such intervention may be allowed by the arbitrator, who shall have the power to grant an adverse costs order against that party if such intervention is found by the arbitrator to be frivolous or vexatious.

15.4.2.6 Any party who has a legal interest in the outcome of the arbitration and a party whose application in terms of 15.4.2.5 above has been granted by the arbitrator, shall have the right to:



- 15.4.2.6.1 give evidence;
- 15.4.2.6.2 call witnesses;
- 15.4.2.6.3 question the witnesses of any other party;
- 15.4.2.6.4 address arguments to the arbitrator;
- 15.4.2.6.5 be represented in accordance with the provisions of Section 138 and Section 140 of the Act.


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15.4.2.7 The arbitration proceedings must be conducted in accordance with the provisions of the Code of Conduct for conciliators and arbitrators as agreed to by the Council, sections 138 and 142 and, if applicable, Sections 139, 140 and 141 of the Act, read with the changes required by the context.

15.4.2.8 Representation at arbitration proceedings will be in accordance with the provisions of the Act in relation to arbitration proceedings at the Commission.



15.4.2.9 The arbitrator who has been appointed to resolve the dispute has the powers of a Commissioner in terms of Sections 138 and 142 of the Act.

15.4.2.10 Subject to the provisions of the Act, an award made by the arbitrator appointed to resolve the dispute is final and binding on the parties to the dispute. The arbitrator shall, however, have the power to vary, rescind or amend an award made by him/her on good cause shown or of his own accord; and without limiting the generality thereof, the arbitrator shall have this power if:

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15.4.2.10.1 the award was erroneously sought or erroneously made in the absence of any party affected by the award;

15.4.2.10.2 the award is ambiguous or contains an obvious error or omission;

15.4.2.10.3 the award was granted as a result of a mistake common to the parties to the proceedings.



15.4.2.11 The Council must serve the award, together with any written reasons, on all parties to the dispute.

15.4.2.12 Upon receipt of a written request from a party to the dispute, the General Secretary or other designated official of the Council must apply to the director to certify that the arbitration award is an award contemplated in Section 143 (1) of the Act.

15.5 Disputes involving parties to the Council

15.5.1 For the purposes of this clause, a party to the Council includes the members of any registered trade union or registered employers' organisation that is a party to the Council.


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15.5.2 If the dispute between the parties is one which arises from negotiations entered into for the purpose of concluding a collective agreement in the Council or in any Regional Chamber, the General Secretary or other designated official must appoint a member of the panel of conciliators, who must attempt to resolve the dispute through conciliation within thirty (30) days from the date when the dispute was minuted or referred to the Council or within any extended period as agreed to in writing by the parties to the dispute. If the dispute remains unresolved, the parties may exercise their rights in terms of the Act.



15.5.3 Any other dispute between parties to the Council, which the Act requires to be arbitrated or which disputes would otherwise be adjudicated by the Labour Court but which the parties to the dispute have agreed to arbitrate, including a dispute about the interpretation or application of the provisions of this Constitution and/or any collective agreement between the parties to the dispute, must be resolved by the Council in accordance with the procedure set out in clause 15.4 above, subject to the proviso in 15.5.4 below.


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- 15.5.4 Upon receipt of a written request for arbitration of a dispute about the interpretation or application of the provisions of this Constitution and/or any collective agreement between the parties to the dispute, the General Secretary or other designated official of the Council must appoint a member of the panel of senior arbitrators to arbitrate the dispute.

- 15.6 Compliance procedure and enforcement of collective agreements by Council



- 15.6.1 The Council must request the Minister to appoint certain identified persons as the designated agents of the Council to promote, monitor and enforce compliance with any collective agreement concluded in the Council.
- 15.6.2 Such designated agents shall perform the functions and have the powers set out in the Act, including Sections 33 and 33A and Schedule 10 of the Act. It is specifically recorded that such a designated agent shall have the power to issue a compliance order.
- 15.6.3 The Council shall take all reasonable steps necessary to ensure compliance with this Constitution and with the

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collective agreements concluded in the Council. If, whether through its own investigations or through any other source, it appears that the provisions of such an agreement may have been breached, then the following procedures shall apply to enforce compliance:

15.6.3.1 the General Secretary of the Council shall appoint a designated agent to investigate the alleged breach and may delegate such powers of appointment to the Secretary of a Regional Chamber;



15.6.3.2 if, upon completion of the investigation, the designated agent has reason to believe that an agreement has been breached, the agent may endeavour to secure compliance with the agreement, in terms of guidelines of, or decisions by the Council, where these exist, by:

15.6.3.2.1 publicising the contents of the agreement;

15.6.3.2.2 conducting inspections;

15.6.3.2.3 investigating complaints;

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- 15.6.3.2.4 endeavouring to secure compliance with the agreement through conciliation; or
- 15.6.3.2.5 issuing a compliance order requiring any person bound by the agreement to comply with the agreement within a specified period.
- 15.6.3.3 The designated agent must report all disputes concerning compliance with any provision of collective agreement to the General Secretary of the Council and a designated official of the Regional Chamber.
- 15.6.3.4 Upon receipt of the report of an unresolved dispute, the General Secretary or other designated official of the Council or Regional Chamber may refer the unresolved dispute to arbitration.
- 15.6.3.5 The General Secretary or other designated official of the Council or Regional Chamber must appoint a member of the relevant panel of arbitrators to arbitrate the dispute.
- 15.6.3.6 The General Secretary or other designated agent of the Council or Regional Chamber must serve notice




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of the date, time and venue of the arbitration on the parties to the dispute.

15.6.3.7 If a party to such an arbitration is not a party to the Council and objects to the appointment of a member of the panel, the General Secretary or other designated official of the Council or Regional Chamber must request the Commission to appoint an arbitrator, in which event the objecting party shall pay the arbitrator's fee to the Council, and the Council shall pay the fee set by the Commission.



15.6.3.8 The provisions of clause 15.4.2.5 to 15.4.2.12 above apply to an arbitration in terms of this clause.

15.6.3.9 In addition, an arbitrator conducting an arbitration in terms of this clause may make any appropriate award including:

15.6.3.9.1 ordering any person to pay any amount owing in terms of a collective agreement;

15.6.3.9.2 imposing a fine for a failure to comply with a collective agreement in accordance with Item


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29 of Schedule 7 and Section 33A(13) of the Act;

15.6.3.9.3 charging a party to the arbitration an arbitration fee;

15.6.3.9.4 ordering a party to the arbitration to pay the costs of the arbitration;

15.6.3.9.5 confirming, varying or setting aside a compliance order issued by a designated agent;



15.6.3.9.6 any award contemplated in Section 138(9) of the Act;

15.6.3.9.7 any award in relation to the interest payable on any amount that a person is obliged to pay in terms of a collective agreement.

15.6.3.10 Subject to the provisions of the Act, an award in an arbitration conducted in terms of this clause 15.6 is final and binding on the parties to the dispute.

15.6.3.11 The General Secretary or other designated official of the Council may apply to the director to certify that


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the arbitration award is an award contemplated in Section 143(1) of the Act.

- 15.6.3.12 The provisions of this procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

16. FINANCIAL MATTERS⁹



- 16.1.1 The Council shall be funded by:
- 16.1.2 Levies raised through collective bargaining upon employers and employees who fall within the scope of the Council;
- 16.1.3 Fees earned as a consequence of the Council or its Regional Chambers' administration of social and related funds;
- 16.1.4 Any other sources as may be agreed by the Parties from time to time.

⁹ Amended 4/2/04: Clause 16: Sub-clause 16.10 amended – refer *


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- 16.2 The Regional Chambers shall collect levies on behalf of the Council and shall deposit such monies into accounts as specified by the Council.
- 16.3 The General Secretary of the Council shall perform those functions in regard to the control of the financial matters of the Council, as may be specified by the Council from time to time or set out in any rules to this Constitution.
- 16.4 The funds received by the Council shall be applied to the payment of expenses arising from the administration of the affairs of the Council and its Funds.
- 16.5 The Council must open and maintain an account in its name at a bank of its choice that is registered in the Republic and deposit monies received within three working days of receipt thereof.
- 16.6 All payments from the Council shall be made by cheques signed by signatories authorised and mandated by Council from time to time, or by electronic means as Council deems appropriate.
- 16.7 The Council may invest any surplus funds not immediately required for current expenses or contingencies in -




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- (a) Internal registered stock as contemplated in Section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);
- (b) Savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;
- (c) a registered unit trust;
- (d) any other manner approved by the registrar.



16.8 Annual financial statements shall be prepared by the General Secretary subject to the provisions contained in any Rule of this Constitution, which shall be countersigned by the Chairperson and which shall, together with the annual financial statements of the Regional Chambers, be submitted for audit to a public accountant as appointed from time to time by the Council.

16.9 Certified copies of the audited financial statements and of the auditor's report in respect of such statements, shall be tabled at the following meeting of the Council.

- 16.10* Such statements and the auditor's report shall be prepared and transmitted to the Registrar as provided for in the Act.

17. AMENDMENTS

- 17.1 This Constitution may be amended or amplified by a Resolution adopted by a 75% majority of those present in person or by proxy and who are entitled to vote as provided in clause 13.11 above, with the votes allocated to the employer party, being apportioned in terms of clause 13.12.



- 17.2 No amendment will be considered unless at least one month's notice in writing has been given to the General Secretary and circulated to representatives at least 14 days prior to the date of the meeting at which the amendment is to be considered, provided that the Council may, by unanimous vote, amend the Constitution without notice.
- 17.3 No amendments or additions shall have any force or effect until approved as required by the Act.

* Amended 4/2/04: Sub-clause 16.10: Inserted the expression "prepared and" before the word "transmitted" and deleted the expression "within six months of the financial year end" after the word "Act".

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18. EXEMPTIONS AND EXCLUSIONS¹⁰

18.1 An application for an exemption or exclusion must be made in writing on the prescribed form to the General Secretary of the Council who may refer it to the relevant Regional Chambers or Executive Committee of the Council.

18.2 In the event that:

18.2.1 the exclusion being sought is in respect of an agreement having application throughout the Industry; or

18.2.2* the exemption(s) being sought is in respect of a term or provision which has application throughout the Industry;

then, the application shall be referred to the Executive or the Council, if no Executive exists, within 30 days of receipt of an application for an exemption or exclusion, which must decide whether to grant or refuse the application wholly or in part, and must advise the applicant of its decision, failing which the Council is deemed to have refused.

18.3 In the event that an application is referred to a Regional



¹⁰ Amended 23/11/2015: Clause 18: Sub-clauses 18.2.2 and 18.4 amended - refer *

* Amended 23/11/15: Sub-clause 18.2.2 amended to reduce the number of days within which an exemption application must be considered from 45 days to 30 days, in accordance with the provisions of the amended LRA.

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Chamber in terms of 18.1 above, it must determine the application in accordance with the provisions of 18.2 above with any changes required by the context.

- 18.4* In the event of the applicant being dissatisfied with the decision of the Council, such applicant may, within not more than 30 days of the date of refusal, refer the application in writing on the prescribed form to an independent body established by the Council by collective agreement in terms of the Act, which independent body will consider and decide upon the application within 30 days of receipt.



19. WINDING UP

- 19.1 The Council shall be wound up if a resolution is passed by it that it should be wound up or if the Council is unable to continue to function for any reason, which cannot be remedied.
- 19.2 If a resolution for the winding up of the Council has been passed or the Council is unable to continue to function for any reason which cannot be remedied, the following provisions shall apply:

* Amended 23/11/15: Sub-clause 18.4 amended as follows: The phrase at the end of the sub-clause which read "...application in such manner as it deems appropriate." was deleted and replaced by the phrase "...application within 30 days of receipt."

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- 19.2.1 The chairperson of the Council, or if he is not available, the available representatives of the Council, shall forthwith transmit to the Labour Court, a statement signed by him or them setting forth the resolution adopted or the reason for the Council's inability to continue to function as the case may be, and request the Labour Court to grant an Order in terms of section 59 of the Act;
- 19.2.2 The liquidator appointed by the Labour Court shall call upon the last appointed office bearers of the Council to deliver to him the Council's books of account showing the Council's assets and liabilities and also to hand to him any unexpended funds of the Council and to deliver to him the Council's assets and the documents necessary in order to liquidate the assets.
- 19.2.3 The liquidator shall take the necessary steps to liquidate the debts of the Council from its unexpended funds and any other monies realised from any assets of the Council and if the said funds and monies are insufficient to pay all creditors after the liquidators fees and the expenses of winding up have been met, the order in which the creditors shall be paid shall, subject to the provisions of clause 19.2.4, be the same as prescribed in any law for the time being in force relating to the distribution of the



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assets of an insolvent estate and the liquidators fees and the expenses of winding up shall rank in order of preference as though he were a liquidator of an insolvent estate and as though the expenses were the costs of sequestration of an insolvent estate.

- 19.2.4 After the payment of all debts and the satisfaction of all liabilities in accordance with clause 19.2.3, the remaining funds and other assets of the Council shall be shared equally between the employer party and the union.



- 19.2.5 The liability of the parties to the Council shall, for the purpose of this clause, be limited to their unpaid levies (if any) and other obligations (if any) to the Council as at the date on which the resolution for winding up was passed or from the date upon which the Council was unable to continue to function, as the case may be.

20. REMOVAL OF OFFICE BEARERS AND OFFICIALS

- 20.1 Office bearers or officials of the Council may be removed from office if any such office bearer or official infringes any of the provisions of this Constitution or if any such office bearer acts in a manner which is detrimental to the interests of the Council.

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- 20.2 No office bearer or official may be removed from office unless he has been afforded a reasonable opportunity of stating his case.

WP/Constitutions/National/Constitution 2002 as amended on 10 Nov 2020




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SCHEDULE 1
to the Constitution
dated 14/05/2002**CRITERIA APPLICABLE TO A REGISTERED TRADE UNION FOR
ADMISSION AS A PARTY TO THE COUNCIL**

- 1.1 The Council believes it to be in the best interests of the industry for there to be: stability within the industry; cohesion of representation amongst both the employer and trade union parties to the Council; as little fragmentation as possible and avoidance of an unnecessary multiplicity of organisations represented in the Council;
- 1.2 With the foregoing criteria in mind, the Council is of the view that representation of trade union parties to the Council should comprise of registered trade unions which have significant representivity across the country and as the parties have preferred a centralised industrywide bargaining format, that there not be an "all comers" system of representivity in place.
2. Against these criteria, the parties are of the view that for a trade union to be represented on the Council, the applicant trade union, whose application will be duly and seriously considered, should possess the following threshold qualifications in addition to any other qualifications or criteria that may be agreed at the Bargaining Council:
 - 2.1 that paid up membership of the applicant trade union consists of no less than 10% of all employees employed within the industrial scope of the Council within the industry, which at commencement of the National Bargaining Council was approximately 120 000 employees. 10% of this figure is 12 000 employees.
 - 2.2 That the applicant trade union has possessed these member strengths for a minimum period of one year prior to the date of application being made.



P.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
LTD,SHUN SHUN WORKERS PRIMARY
COOPERATIVE LIMITED,SKY YAN
WORKERS PRIMARY COOPERATIVE
LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 03

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**



LRA Form 3.4
Labour Relations Act 1995
Section 29(15)(a)

Department of Labour

CERTIFICATE OF REGISTRATION OF BARGAINING COUNCIL

This is to certify that

the *National Bargaining Council for the Clothing Manufacturing Industry*

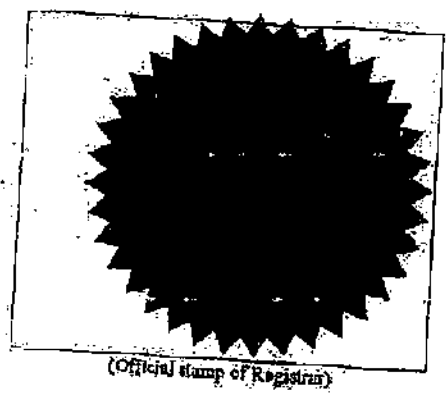
(Name of bargaining council)

has in terms of section 29(15)(a) of the Labour Relations Act, 1995, been registered as a
Bargaining Council with effect from

7 August 2003
(date)

The registered scope of the Bargaining Council is the *Clothing Industry* as set out in the
annexure hereto in the areas indicated therein.

Reference number: *LR 2/6/6/134*



(Official stamp of Registrar)

Date: *07.08.2003*

[Signature]
Act. Registrar of Labour Relations



[Signature]

RH

ANNEXURE A

The Clothing Industry as defined hereunder, in the Republic of South Africa, excluding the sector and area for which the Bargaining Council for the Millinery Industry (Cape) is registered.

"Clothing Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the making of all classes of the undermentioned items of apparel /clothing/garments:

Belts (manufactured from cloth), braces, brassieres, caps, collars, corsetry, cummerbunds, gloves, handkerchiefs, hats, hosiery (including ladies' stockings, pantihose and socks), knitted outerwear, knitted underwear, nightwear (including pyjamas), outerwear, protective wear (including overalls and wetsuits), scarves, shirts, suspenders, ties (including bowties), and underwear;



A. and includes

- 1 all operations incidental thereto and consequent thereon and all succeeding processes or operations performed in connection therewith carried on by such employers and any of their employees irrespective of the process or method used in such making and irrespective of whether such processes or operations are performed on the premises of such employers, or elsewhere;
2. all types of hand-sewing operations (including beading and embroidery), whether by hand and/or machine, on garments and/or parts of garments and irrespective of whether or not such operations are performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
- 3 any of the aforementioned items made for quantity production tailoring made to the order of any government department, provincial administration, S A Airways, Telkom, Transnet or local authority;
4. any part(s) of garments whether by means of a knitting process or otherwise;

R.H.

5. design-room services, irrespective of whether or not such services are provided by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
6. fully-fashioned and/or semi-fashioned garments knitted on circular, flat or full-fashioned machinery;
7. screen process printing on garments and parts of garments performed in a clothing, textile and/or knitting establishment;
8. tailored outer garments for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers;
9. the changing of labels, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
10. the making of button-holes, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
11. the ironing of garments and/or parts of garments irrespective of whether or not such ironing is done in the establishment in which such items were manufactured or in an establishment or by persons undertaking such work on newly manufactured garments on behalf of such employers and any of their employees;
12. the making up of garments from knitted fabric in the establishment in which the fabric was knitted;
13. the making up of sample garments and/or parts of garments, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;



[Handwritten signature]
R.H.

14. the marking-in and/or cutting of garments or parts of garments, irrespective of whether or not such operation(s) are performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees; and
15. the packing of garments and/or parts of garments irrespective of whether or not such packing is done in the establishment in which such items were manufactured or in an establishment or by persons undertaking such work with newly manufactured garments on behalf of such employers and any of their employees;
16. retail millinery, i.e. the making of hats in shops for sale in such shops and the making of single hats to the measurement of individual persons;

B. but excludes

1. belts, braces, garters, suspenders and armlets manufactured from leather;
2. boxing gloves;
3. retail dressmaking, i.e. the making of single garments to the measurement of individual persons;
4. tailor-made garments for individual persons: Provided such garments are not manufactured in a factory.



[Signature]
ACTING REGISTRAR OF LABOUR RELATIONS

DATE: *7 August 2003*

[Signature]

P. H.

TOTAL P. 05

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY** Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
LTD,SHUN SHUN WORKERS PRIMARY
COOPERATIVE LIMITED,SKY YAN
WORKERS PRIMARY COOPERATIVE
LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM** Defendant / Respondent

Annexure 04

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

Please find correct company information, which are willing to comply with the Labour laws.

1. Rong Chen Factory Primary - 11 Gutenberg street, Riverside Industrial area, Newcastle
2. Top Global Clothing Primary - 9 D Gutenberg street, Riverside Industrial area, Newcastle / 9 E Gutenberg street, Riverside Industrial area, Newcastle
3. Qiyuan - 25 Marconi drive, Riverside Industrial area, Newcastle
4. Jinli wear Primary - 5 Stephenson, 24 Schonland, 19 Gutenberg street, Riverside Industrial area, Newcastle
5. Dongchi - 23 B Gutenberg, Riverside Industrial area, Newcastle
6. Cool CFP Clothing Primary - 22 Stephenson street, Riverside Industrial area, Newcastle
7. HR Clothing Primary - 23 A Gutenberg street, Riverside Industrial area, Newcastle
8. XIE Hong - 23 B Gutenberg street, Riverside Industrial area, Newcastle
9. Hong Yan Textile - 61 Marconi drive, Riverside Industrial area, Newcastle
10. Weifeng Clothing Primary - 23 A Gutenberg street, shop 5-1, 10 Schonland street, Riverside Industrial area, Newcastle
11. Jabula Workers Primary - 58 B Albert Wessels drive, Riverside Industrial area, Newcastle
12. Yu Ze Clothing Primary - 27 Stephenson street, Riverside Industrial area, Newcastle
13. Shun Shun Workers Primary - 16 B Gutenberg Street, Riverside Industrial area, Newcastle
14. Ali August Trading Primary - 1 Bell street, Riverside Industrial area, Newcastle
15. Zunice Primary - 9 Edison street, Riverside Industrial area, Newcastle
16. Sky Yan Workers Primary - 6 Gutenberg, Riverside Industrial area, Newcastle
17. Calax Workers Primary - 3 Watt street, Riverside Industrial area, Newcastle
18. Hing Wei Clothing Primary - 16 B Gutenberg street, Riverside Industrial area, Newcastle
19. Middle East Textile Projects Primary - 12 Schonland, Riverside Industrial area, Newcastle
20. Buie Budding Traders Primary - 72 Yellow street, Ithala Centre, Madadeni
21. RYM - 70 Yellow street, Ithala centre, Madadeni
22. Knitting - 49 Yellow street, Ithala Centre, Madadeni
23. Kunlong Trading - 68 Yellow street, Ithala Centre, Madadeni
24. Mountain Spring - 56 Albert Wessels drive, 11 Edison street, Riverside Industrial area, Newcastle
25. TLM Clothing - 4 Bell street, Riverside Industrial area, Newcastle
26. Luck - 23 A Gutenberg street, Riverside Industrial area, Newcastle
27. General - 14 Schonland street, Riverside Industrial area, Newcastle
28. Shunping - 6 Gutenberg street, Riverside Industrial area, Newcastle

HONOR X9C

Kind regards


P.H.



COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY** Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
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LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
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FACTORY PRIMARY COOPERATIVE
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CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
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LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM** Defendant / Respondent

Annexure 05

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA5

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 ('ATASA')

South African Apparel Association ('SAAA')

South African Clothing Manufacturers Association ('SACMA')

(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,

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P.H.

1. SCOPE OF APPLICATION

1.1. 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.

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

2. PERIOD OF OPERATION OF THIS AGREEMENT

2.1. This agreement is binding on the parties hereto from 1 September 2024 until 31 August 2028 unless the parties agree otherwise in writing.

2.2. The parties record that they intend to request the Minister of Labour to extend this agreement to non-parties in the Clothing Industry in terms of section 32 of the Labour Relations Act 66 of 1995. The period of operation of this agreement in respect of non-parties will be determined by the Minister. The Main Agreement as amended by this year's round of negotiations shall, subject to Ministerial approval, remain gazetted and



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P.H.

extended to non-parties until 31 August 2028, unless the parties agree otherwise in writing.

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

3.1. Insert new clause:

5.1 REGISTRATION OF EMPLOYEES

New employees in the industry, as defined by the Main Agreement, shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing Industry for a 60-day period subject to the following:

5.1.1 All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.

5.1.2 The Council levy contributions for those new employees, by both employer and employee, becomes payable once the probationary period as defined by the chamber agreement is concluded.

5.1.3 Employees shall be paid the applicable NBCCMI wage rates as gazetted.

5.1.4 All other NBCCMI levies, social funds and payments become payable after the 60-day period has lapsed or expired.

3.2. In the following clauses, substitute the existing expression, for the new expression:

- 5.1 for 5.2
- 5.2 for 5.3

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



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R.H.

WAGES			GROUP A		GROUP B	
		DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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				
			3 189,00	2 551,00	3 204,50	2 563,50
(b)		Designer:				
	(i)	Qualified:	4 066,00	3 253,00	4 085,00	3 268,00
	(ii)	Learners:				
		first six months of experience	1 387,50	1 209,18	1 392,50	1 209,18
		second six months of experience	1 616,00	1 293,00	1 620,00	1 296,00
		third six months of experience	1 833,00	1 546,50	1 942,00	1 553,50
		fourth six months of experience	2 153,00	1 722,50	2 163,50	1 731,00
		fifth six months of experience	2 393,00	1 914,50	2 408,00	1 926,50
		sixth six months of experience	2 596,00	2 077,00	2 607,50	2 086,00
		seventh six months of experience	2 825,50	2 280,50	2 841,00	2 273,00
		eighth six months of experience	3 053,00	2 442,50	3 069,50	2 455,50
		next four months of experience	3 241,00	2 593,00	3 254,00	2 603,00
		Thereafter, the wage specified in (b)(i) i.e.	4 066,00	3 253,00	4 085,00	3 268,00
(c)		Grader:				
	(i)	Qualified:	2 920,50	2 336,50	2 933,00	2 346,50
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 494,50	1 209,18	1 501,50	1 209,18
		third six months of experience	1 625,50	1 300,50	1 635,00	1 308,00



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A.H.

WAGES			GROUP A		GROUP B	
		DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		fourth six months of experience	1 705,00	1 364,00	1 711,50	1 369,00
		fifth six months of experience	1 971,50	1 577,00	1 980,50	1 584,50
		sixth six months of experience	2 109,50	1 687,50	2 121,50	1 697,00
		seventh six months of experience	2 226,50	1 780,50	2 236,50	1 789,00
		eighth six months of experience	2 338,00	1 870,50	2 348,50	1 879,00
		next four months of experience	2 488,00	1 990,50	2 501,00	2 001,00
		Thereafter, the wage specified in (c)(i) i.e.	2 920,50	2 336,50	2 933,00	2 346,50
(d)	Marker-in:					
	(i)	Qualified:	2 225,50	1 780,50	2 236,50	1 789,00
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 471,50	1 209,18	1 480,50	1 209,18
		third six months of experience	1 571,50	1 257,00	1 579,50	1 263,50
		fourth six months of experience	1 675,50	1 340,50	1 682,50	1 346,00
		next four months of experience	1 870,50	1 496,50	1 880,00	1 504,00
		Thereafter, the wage specified in (d)(i) i.e.	2 225,50	1 780,50	2 236,50	1 789,00
(e)	Band-knife cutter:					
		Qualified	2 225,50	1 780,50	2 236,50	1 789,00



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R.H.

WAGES			GROUP A		GROUP B	
		DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		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:	1 967,50	1 574,00	1 976,00	1 581,00
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 442,00	1 209,18	1 446,50	1 209,18
		third six months of experience	1 487,00	1 209,18	1 492,50	1 209,18
		fourth six months of experience	1 540,00	1 232,00	1 546,50	1 237,00
		next four months of experience	1 607,50	1 286,00	1 616,00	1 293,00
		Thereafter, the wage specified in (f)(i) i.e.	1 967,50	1 574,00	1 976,00	1 581,00
(g)		Layer-up:				
	(i)	Qualified:	1 544,00	1 235,00	1 548,00	1 238,50
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 406,50	1 209,18	1 410,50	1 209,18
		third six months of experience	1 428,00	1 209,18	1 436,50	1 209,18
		fourth six months of experience	1 450,50	1 209,18	1 459,50	1 209,18
		Thereafter, the wage specified in (g)(i) i.e.	1 544,00	1 235,00	1 548,00	1 238,50



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R.H.

WAGES			GROUP A		GROUP B	
		DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
(h)	Specialised presser:					
	(i)	Qualified:	2 145,50	1 716,50	2 158,00	1 726,50
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 430,50	1 209,18	1 441,00	1 209,18
		third six months of experience	1 483,50	1 209,18	1 489,00	1 209,18
		fourth six months of experience	1 540,00	1 232,00	1 546,50	1 237,00
		fifth six months of experience	1 602,50	1 282,00	1 609,00	1 287,00
		sixth six months of experience	1 657,50	1 326,00	1 662,50	1 330,00
		seventh six months of experience	1 810,50	1 448,50	1 822,50	1 458,00
		eighth six months of experience	1 877,00	1 501,50	1 886,00	1 509,00
		next four months of experience	1 919,50	1 535,50	1 928,50	1 543,00
		Thereafter, the wage specified in (h)(i) i.e.	2 145,50	1 716,50	2 158,00	1 726,50
(i)	Examiner:					
	(i)	Qualified:	1 837,50	1 470,00	1 844,00	1 475,00
	(ii)	Learners:				
		first six months of experience	1 540,00	1 232,00	1 546,50	1 237,00
		Thereafter, the wage specified in (i)(i) i.e.	1 837,50	1 470,00	1 844,00	1 475,00



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R.H.

WAGES		GROUP A		GROUP B	
	DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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:	1 802,00	1 441,50	1 809,50	1 447,50
	(ii) Learners:				
	first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
	second six months of experience	1 407,00	1 209,18	1 413,50	1 209,18
	third six months of experience	1 448,00	1 209,18	1 457,00	1 209,18
	Thereafter, the wage specified in (j)(i) i.e.	1 802,00	1 441,50	1 809,50	1 447,50
(j)(b)	Presser, trimmer, factory clerk, embroidery machinist and cloak room attendant:				
	(i) Qualified:	1 802,00	1 441,50	1 809,50	1 447,50
	(ii) Learners:				
	first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
	second six months of experience	1 407,00	1 209,18	1 413,50	1 209,18
	third six months of experience	1 448,00	1 209,18	1 457,00	1 209,18
	fourth six months of experience	1 498,00	1 209,18	1 503,00	1 209,18
	next four months of experience	1 537,00	1 229,50	1 544,50	1 235,50
	Thereafter, the wage specified in (j)(i) i.e.	1 802,00	1 441,50	1 809,50	1 447,50
(k)	Progress examiner:				
	(i) Qualified:	1 822,50	1 458,00	1 827,50	1 462,00



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WAGES			GROUP A		GROUP B	
		DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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	1 443,50	1 209,18	1 450,00	1 209,18
		Thereafter, the wage specified in (k)(i) i.e.	1 822,50	1 458,00	1 827,50	1 462,00
	(l)	Despatcher:				
	(i)	Qualified:	1 724,00	1 379,00	1 730,50	1 384,50
	(ii)	Learners:				
		first six months of experience	1 457,00	1 209,18	1 461,50	1 209,18
		Thereafter, the wage specified in (l)(i) i.e.	1 724,00	1 379,00	1 730,50	1 384,50
	(m)	Checker in the Knitting section:				
	(i)	Qualified:	1 530,00	1 224,00	1 539,00	1 231,00
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 406,50	1 209,18	1 410,50	1 209,18
		third six months of experience	1 442,00	1 209,18	1 446,50	1 209,18
		Thereafter, the wage specified in (m)(i) i.e.	1 530,00	1 224,00	1 539,00	1 231,00
	(n)	General Worker:				
	(i)	Qualified:	1 485,50	1 209,18	1 491,50	1 209,18
	(ii)	Learners:				



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WAGES			GROUP A		GROUP B	
		DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 406,50	1 209,18	1 410,50	1 209,18
		Thereafter, the wage specified in (n)(i) i.e.	1 485,50	1 209,18	1 491,50	1 209,18
(o)		Steambox pleater:				
	(i)	Qualified:	1 752,00	1 401,50	1 758,00	1 406,50
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 437,00	1 209,18	1 443,50	1 209,18
		third six months of experience	1 483,50	1 209,18	1 489,00	1 209,18
		fourth six months of experience	1 539,00	1 231,00	1 545,50	1 236,50
		Thereafter, the wage specified in (o)(i) i.e.	1 752,00	1 401,50	1 758,00	1 406,50
(p)		Plain sewer:				
	(i)	Qualified:	1 539,00	1 231,00	1 545,50	1 236,50
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 390,50	1 209,18	1 396,50	1 209,18
		third six months of experience	1 407,00	1 209,18	1 413,50	1 209,18
		fourth six months of experience	1 428,00	1 209,18	1 438,50	1 209,18
		next four months of experience	1 457,00	1 209,18	1 461,50	1 209,18



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WAGES			GROUP A		GROUP B	
		DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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 (p)(f) i.e.	1 539,00	1 231,00	1 545,50	1 236,50
(q)		General assistant	1 682,50	1 346,00	1 689,50	1 351,50
(r)		Cleaner	1 498,00	1 209,18	1 503,00	1 209,18
(s)		Tea maker	1 498,00	1 209,18	1 503,00	1 209,18
(t)		Watchman	1 822,50	1 458,00	1 827,50	1 462,00
(u)		Motor vehicle driver:				
	(i)	(aa) does not exceed 453 kg	1 816,00	1 453,00	1 823,00	1 458,50
		(ab) exceeds 453 kg but does not exceed 2 722 kg	1 952,50	1 562,00	1 961,50	1 569,00
		(ac) exceeds 2 722 kg but does not exceed 4 536 kg	2 159,50	1 727,50	2 164,50	1 731,50
		(ad) exceeds 4 536 kg	2 524,00	2 019,00	2 538,50	2 031,00
	(ii)	Part-time driver of a motor vehicle	1 685,00	1 348,00	1 690,00	1 352,00
(v)		Clicker:				
	(i)	Qualified:	2 947,00	2 357,50	2 960,50	2 368,50
	(ii)	Learners:				
		first six months of experience	1 374,00	1 209,18	1 380,00	1 209,18
		second six months of experience	1 487,00	1 209,18	1 492,50	1 209,18
		third six months of experience	1 608,00	1 286,50	1 617,50	1 284,00
		fourth six months of experience	1 819,00	1 455,00	1 824,00	1 459,00
		fifth six months of experience	1 956,00	1 565,00	1 963,00	1 570,50



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WAGES		GROUP A		GROUP B	
	DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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	2 062,00	1 649,50	2 070,50	1 656,50
	seventh six months of experience	2 187,00	1 749,50	2 199,00	1 759,00
	eighth six months of experience	2 302,50	1 842,00	2 312,00	1 849,50
	next four months of experience	2 427,00	1 941,50	2 436,00	1 949,00
	Thereafter, the wage specified in (v)(i) i.e.	2 947,00	2 357,50	2 960,50	2 368,50
(w)	Beader	1 837,50	1 470,00	1 844,00	1 475,00
(x)	Chlorinator	1 652,50	1 322,00	1 661,50	1 329,00
(y)	Componder	1 956,00	1 565,00	1 963,00	1 570,50
(z)	Dipper				
(i)	Qualified:				
	Category A	1 956,00	1 565,00	1 963,00	1 570,50
	Category B	1 998,50	1 599,00	2 008,00	1 606,50
	Category C	2 065,50	1 652,50	2 072,00	1 657,50
(ii)	Learners:				
	first six months of experience to Category A	1 487,50	1 209,18	1 494,50	1 209,18
	first six months of experience to Category B	1 956,00	1 565,00	1 963,00	1 570,50
	first six months of experience to Category C	1 998,50	1 599,00	2 008,00	1 606,50
(aa)	Glove turner	2 371,50	1 897,00	2 382,00	1 905,50



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WAGES			GROUP A		GROUP B	
		DESCRIPTION	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
(ab)		Mouldmaker	1 879,50	1 503,50	1 887,00	1 509,50
(ac)		Packer	1 579,50	1 263,50	1 585,50	1 268,50
(ad)		Quality product co-ordinator	2 480,00	1 984,00	2 489,50	1 991,50
(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 effect from 1 September 2025, increase the Weekly Wage for those employees by the agreed Wage Increase based on the rand value of the 2024 increase Across-the-Board, which is equivalent to 6,1%						



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

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WAGES		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		Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2026 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2026 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2026 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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	3 443,50	2 755,00	3 403,00	2 722,50	3 456,50	2 765,00	3 416,00	2 733,00
(b)	Learner								
	First year								
	First six months of experience	1 929,00	1 543,00	1 906,50	1 525,00	1 934,00	1 547,00	1 911,00	1 529,00
	Second six months of experience	2 130,00	1 704,00	2 105,00	1 684,00	2 136,50	1 709,00	2 111,50	1 689,00
	Second year								
	First six months of experience	2 328,50	1 863,00	2 301,00	1 841,00	2 340,00	1 872,00	2 312,50	1 850,00
	Second six months of experience	2 542,50	2 034,00	2 512,50	2 010,00	2 554,50	2 043,50	2 524,50	2 019,50
	Third year								
	First six months of experience	2 774,00	2 219,00	2 741,50	2 193,00	2 785,50	2 228,50	2 752,50	2 202,00
	Next four months of experience	2 992,00	2 393,50	2 957,00	2 365,50	3 007,00	2 405,50	2 971,50	2 377,00



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WAGES		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		Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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
	Thereafter, the wage specified in (a), i.e.	3 443,50	2 755,00	3 403,00	2 722,50	3456,50	2765,00	3416,00	2733,00
Pattern Grader									
(a)	Qualified	2 777,00	2 221,50	2 744,50	2 195,50	2788,50	2231,00	2755,50	2204,50
(b)	Learner								
	First year								
	First six months of experience	1 811,00	1 449,00	1 789,50	1 431,50	1823,50	1459,00	1802,00	1441,50
	Second six months of experience	1 929,00	1 543,00	1 906,50	1 525,00	1934,00	1547,00	1911,00	1529,00
	Second year								
	First six months of experience	2 040,00	1 632,00	2 016,00	1 613,00	2054,00	1643,00	2030,00	1624,00
	Second six months of experience	2 187,50	1 750,00	2 162,00	1 729,50	2197,50	1758,00	2171,50	1737,00
	Third year								
	First six months of experience	2 328,50	1 863,00	2 301,00	1 841,00	2340,00	1872,00	2312,50	1850,00
	Next four months of experience	2 479,50	1 983,50	2 450,50	1 960,50	2492,00	1993,50	2462,50	1970,00



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R.H.

WAGES		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		Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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
	Thereafter, the wage specified in (a), i.e.	2 777,00	2 221,50	2 744,50	2 195,50	2788,50	2231,00	2755,50	2204,50
Football Jersey Cutter									
(a)	Qualified	1 930,50	1 544,50	1 908,00	1 526,50	1939,00	1551,00	1916,00	1533,00
(b)	Learner								
	First year								
	First six months of experience	1 449,50	1 223,58	1 432,50	1 209,18	1453,50	1223,58	1436,50	1209,18
	Second six months of experience	1 536,50	1 229,00	1 518,50	1 215,00	1542,00	1233,50	1524,00	1219,00
	Second year								
	First six months of experience	1 616,00	1 293,00	1 597,00	1 277,50	1624,50	1299,50	1605,50	1284,50
	Second six months of experience	1 702,00	1 361,50	1 682,00	1 345,50	1711,50	1359,00	1691,50	1353,00
	Third year								
	First four months of experience	1 785,50	1 428,50	1 784,50	1 411,50	1792,50	1434,00	1771,50	1417,00
	Thereafter, the wage specified in (a), i.e.	1 930,50	1 544,50	1 908,00	1 526,50	1939,00	1551,00	1916,00	1533,00

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R.H.

WAGES		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		Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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
Layer-up									
(a)	Qualified	1 664,50	1 331,50	1 645,00	1 316,00	1 670,00	1 336,00	1 650,50	1 320,50
(b)	Learner								
	First year								
	First six months of experience	1 401,00	1 223,58	1 384,50	1 209,18	1 407,00	1 223,58	1 390,50	1 209,18
	Second six months of experience	1 449,50	1 223,58	1 432,50	1 209,18	1 453,50	1 223,58	1 436,50	1 209,18
	Second year								
	First six months of experience	1 513,50	1 223,58	1 496,50	1 209,18	1 521,00	1 223,58	1 503,00	1 209,18
	Thereafter, the wage specified in (a), i.e.	1 664,50	1 331,50	1 645,00	1 316,00	1 670,00	1 336,00	1 650,50	1 320,50
Part B - Factory Operatives									
Grade A employee									
(a)	Qualified	2 130,00	1 704,00	2 105,00	1 684,00	2 136,50	1 709,00	2 111,50	1 689,00
(b)	Learner								



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WAGES		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 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
DESCRIPTION		R	R	R	R	R	R	R	R
First year									
	First six months of experience	1 497,50	1 223,58	1 480,00	1 209,18	1 503,50	1 223,58	1 486,00	1 209,18
	Second six months of experience	1 615,00	1 292,00	1 596,00	1 277,00	1 621,50	1 297,00	1 602,50	1 282,00
Second year									
	First six months of experience	1 725,00	1 380,00	1 704,50	1 363,50	1 732,00	1 385,50	1 711,50	1 369,00
	Second six months of experience	1 811,00	1 449,00	1 789,50	1 431,50	1 823,50	1 459,00	1 802,00	1 441,50
Third year									
	First four months of experience	1 930,50	1 544,50	1 908,00	1 526,50	1 939,00	1 551,00	1 916,00	1 533,00
	Thereafter, the wage specified in (a), i.e.	2 130,00	1 704,00	2 105,00	1 684,00	2 136,50	1 709,00	2 111,50	1 689,00
Grade B employee									
(a)	Qualified	1 819,00	1 455,00	1 797,50	1 438,00	1 826,00	1 461,00	1 804,50	1 443,50
(b)	Learner								
First year									



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WAGES	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 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
DESCRIPTION	R	R	R	R	R	R	R	R
First six months of experience	1 476,50	1 223,58	1 459,00	1 209,18	1484,00	1223,58	1466,50	1209,18
Second six months of experience	1 553,50	1 243,00	1 535,00	1 228,00	1559,50	1247,50	1541,00	1233,00
Second year								
First six months of experience	1 632,00	1 305,50	1 613,00	1 290,50	1638,00	1310,50	1618,50	1295,00
Thereafter, the wage specified in (a), i.e.	1 819,00	1 455,00	1 797,50	1 438,00	1826,00	1461,00	1804,50	1443,50
(c) If advanced to Grade A employee:								
First six months from date of advancement	1 819,00	1 455,00	1 797,50	1 438,00	1826,00	1461,00	1804,50	1443,50
Second six months from date of advancement	1 873,00	1 498,50	1 851,00	1 481,00	1881,50	1505,00	1859,50	1487,50
Third six months from date of advancement	1 930,50	1 544,50	1 908,00	1 526,50	1939,00	1551,00	1916,00	1533,00
Thereafter, the wage specified for a qualified Grade A employee, i.e.	2 130,00	1 704,00	2 105,00	1 684,00	2136,50	1709,00	2111,50	1689,00



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WAGES		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		Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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
Grade C employee									
(a)	Qualified	1 615,00	1 292,00	1 596,00	1 277,00	1621,50	1297,00	1602,50	1282,00
(b)	Learner								
	First year								
	First six months of experience	1 446,00	1 223,58	1 429,00	1 209,18	1452,50	1223,58	1435,50	1209,18
	Second six months of experience	1 487,00	1 223,58	1 469,50	1 209,18	1494,50	1223,58	1477,00	1209,18
	Thereafter, the wage specified in (a), i.e.	1 615,00	1 292,00	1 596,00	1 277,00	1621,50	1297,00	1602,50	1282,00
(c)	If advanced to Grade B employee:								
	First six months from date of advancement	1 615,00	1 292,00	1 596,00	1 277,00	1621,50	1297,00	1602,50	1282,00
	Second six months from date of advancement	1 632,00	1 305,50	1 613,00	1 290,50	1638,00	1310,50	1618,50	1295,00
	Thereafter, the wage specified for a qualified Grade B employee, i.e.	1 619,00	1 455,00	1 797,50	1 438,00	1826,00	1461,00	1804,50	1443,50

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WAGES		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		Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2026 = 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 C - Clerical Employees									
Clerk									
(a)	Qualified	2 343,00	1 874,50	2 315,50	1 852,50	2354,50	1883,50	2327,00	1861,50
(b)	Learner								
	First year	1 731,00	1 385,00	1 710,50	1 368,50	1735,50	1388,50	1715,00	1372,00
	Second year	1 880,00	1 504,00	1 858,00	1 486,50	1888,50	1511,00	1866,50	1493,00
	Third year								
	First four months of experience	2 055,00	1 644,00	2 031,00	1 625,00	2064,50	1651,50	2040,00	1632,00
	Thereafter, the wage specified in (a), i.e.	2 343,00	1 874,50	2 315,50	1 852,50	2354,50	1883,50	2327,00	1861,50
Factory Clerk									
(a)	Qualified	1 758,00	1 406,50	1 737,50	1 390,00	1767,50	1414,00	1746,50	1397,00
(b)	Learner								
	First year	1 401,00	1 223,58	1 384,50	1 209,18	1407,00	1223,58	1390,50	1209,18
	Second year	1 493,00	1 223,58	1 475,50	1 209,18	1500,50	1223,58	1483,00	1209,18
	Third year								
	First four months of	1 615,00	1 292,00	1 596,00	1 277,00	1621,50	1297,00	1602,50	1282,00

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WAGES		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		Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2026 = 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
	experience								
	Thereafter, the wage specified in (a), i.e.	1 758,00	1 406,50	1 737,50	1 380,00	1767,50	1414,00	1746,50	1397,00
Part D – General									
Boiler attendant		1 669,50	1 335,50	1 650,00	1 320,00	1678,50	1343,00	1659,00	1327,00
Despatch packer		1 725,00	1 380,00	1 704,50	1 363,50	1732,00	1385,50	1711,50	1369,00
General Worker		1 615,00	1 292,00	1 596,00	1 277,00	1621,50	1297,00	1602,50	1282,00
Labourer		1 632,00	1 305,50	1 613,00	1 290,50	1638,00	1310,50	1618,50	1295,00
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	1 725,00	1 380,00	1 704,50	1 363,50	1732,00	1385,50	1711,50	1369,00
(b)	exceeds 1 360 but not 2 720 kg	1 791,00	1 433,00	1 770,00	1 416,00	1798,50	1439,00	1777,50	1422,00
(c)	exceeds 2 720 kg	2 040,00	1 632,00	2 016,00	1 613,00	2054,00	1643,00	2030,00	1624,00



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WAGES		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		Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2024 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42.5hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026 (Based on 42hrs per week)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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
Supervisor, quality controller and instructor		2 187,50	1 750,00	2 162,00	1 729,50	2197,50	1758,00	2171,50	1737,00
Traveller's driver		1 791,00	1 433,00	1 770,00	1 416,00	1798,50	1439,00	1777,50	1422,00
Watchman or caretaker, whose ordinary hours of work are -									
(a)	less than 60 hours per week	1 861,00	1 489,00	1 839,00	1 471,00	1869,00	1495,00	1847,00	1477,50
(b)	60 hours per week	1 952,50	1 562,00	1 929,50	1 543,50	1963,50	1571,00	1940,50	1552,50
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025, increase the Weekly Wage in line with this schedule.									



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

Clause No.	Existing 2024/2025	New 2025/2026
6.3(2)	1 September 2024	1 September 2025

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Clause No.	Existing 2024/2025	New 2025/2026
12.1(3)(b)	R1.84	R1.95
12.2	85 cents	63 cents
12.4	86 cents	91 cents
14.1(1)	R3.93	R4.17
14.1(2)	R6.01	R6.38
15(1)	31 August 2025	31 August 2026
15(1)	1 September 2024	1 September 2025
Clause 19 Annexure C (5)	23 cents	24 cents

3.6. Insert new clause no. 26:

EMPLOYMENT EQUITY ACT – CODE OF GOOD PRACTICE

The code of Good Practice on the Prevention and Elimination of Harassment in the Workplace as set out in Annexure F to this agreement shall be the policy in the industry.

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

4.1. In clause 4(1), insert the following new expression preceding the existing wording:

"Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW."

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



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	5251.50	4201.20	5 275.00	4 220.00
	(b) Supervisor/Quality Controller				
	(i) Qualified	2145.50	1716.40	2 158.00	1 726.40
	(ii) Learners				
	first six months of experience	1472.50	1209.18	1 480.50	1 209.18
	second six months of experience	1758.00	1406.40	1 767.00	1 413.60
	Thereafter, the wage specified in (ii)(i) i.e.	2145.50	1716.40	2 158.00	1 726.40
	(c) Cloakroom Supervisor/Watchman	1496.50	1209.18	1 501.00	1 209.18
	(d) Mechanic	4926.50	3941.20	4 951.00	3 980.80
	(e) Unqualified Mechanic	1836.00	1468.80	1 846.50	1 477.20
	(f) Watchman	1496.50	1209.18	1 501.00	1 209.18
	(g) Labourer	1228.00	1209.18	1 229.00	1 209.18
	(h) Boiler Attendant	1285.00	1209.18	1 290.00	1 209.18
(ii)	Pattern Grader				
	(i) Qualified	2 781.50	2 225.20	2 795.50	2 236.40
	(ii) Learners				
	first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	1 288.00	1 209.18	1 292.00	1 209.18
			third six months of experience	1 496.50	1 209.18	1 506.50	1 209.18
			fourth six months of experience	1 718.00	1 374.40	1 724.00	1 379.20
			fifth six months of experience	1 929.50	1 543.60	1 933.50	1 546.80
			sixth six months of experience	2 138.00	1 710.40	2 147.50	1 718.00
			seventh six months of experience	2 352.50	1 882.00	2 362.50	1 890.00
			next four months of experience	2 564.50	2 051.60	2 574.00	2 059.20
			Thereafter, the wage specified in (ii)(i) i.e.	2 781.50	2 225.20	2 795.50	2 236.40
(iii)	Marker-In						
	(i)	Qualified		2 145.50	716.40 ¹	2 158.00	1 726.40
	(ii)	Learners					
			first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			third six months of experience	1 347.00	1 209.18	1 352.50	1 209.18



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			fourth six months of experience	1 475.50	1 209.18	1 483.50	1 209.18
			fifth six months of experience	1 613.50	1 290.80	1 618.50	1 294.80
			sixth six months of experience	1 742.00	1 393.60	1 752.00	1 401.60
			seventh six months of experience	1 878.50	1 502.80	1 887.50	1 510.00
			next four months of experience	2 006.50	1 606.80	2 017.00	1 613.60
			Thereafter, the wage specified in (iii)(i) i.e.	2 145.50	1 716.40	2 158.00	1 726.40
(iv)	Shaper & Chopper-out, other than an interlining and/or trimming chopper-out						
	(i)	Qualified		1 720.00	1 376.00	1 729.50	1 383.60
31	(ii)	Learners					
			first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			third six months of experience	1 258.00	1 209.18	1 266.50	1 209.18
			fourth six months of experience	1 372.50	1 209.18	1 376.00	1 209.18
			fifth six months of experience	1 487.00	1 209.18	1 496.50	1 209.18



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	1 603.00	1 282.40	1 611.50	1 289.20
		Thereafter, the wage specified in (iv)(i) i.e.	1 720.00	1 376.00	1 729.50	1 383.60
(v)	Checker, Examiner and/or Passer					
	(i)	Qualified	1 496.50	1 209.18	1 501.00	1 209.18
	(ii)	Learners				
		first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		third six months of experience	1 258.00	1 209.18	1 266.50	1 209.18
		next four months of experience	1 373.00	1 209.18	1 377.00	1 209.18
		Thereafter, the wage specified in (v)(i) i.e.	1 496.50	1 209.18	1 501.00	1 209.18
(vi)	(a) Invoice Clerk					
	(i)	Qualified	2 145.50	1 716.40	2 158.00	1 726.40
	(ii)	Learners				
		first six months of experience	1 546.50	1 237.20	1 554.00	1 243.20
		Thereafter, the wage specified in (vi)(a)(i) i.e.	2 145.50	1 716.40	2 158.00	1 726.40
	(b) Despatch Clerk, Factory Clerk					



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		and/or Stores Clerk				
	(i)	Qualified	1 572.00	1 257.60	1 579.50	1 263.60
	(ii)	Learners				
		first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		second six months of experience	1 349.00	1 209.18	1 354.00	1 209.18
		Thereafter, the wage specified in (vi)(b)(i) i.e.	1 572.00	1 257.60	1 579.50	1 263.60
(vii)		Sewing Machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:				
	(i)	Qualified	1 693.50	1 364.80	1 700.00	1 360.00
	(ii)	Learners				
		first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		third six months of experience	1 242.50	1 209.18	1 246.00	1 209.18
		fourth six months of experience	1 354.00	1 209.18	1 359.00	1 209.18
		fifth six months of experience	1 465.50	1 209.18	1 474.50	1 209.18



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	1 581.50	1 265.20	1 589.00	1 271.20
		Thereafter, the wage specified in (vii)(i) i.e.	1 693.50	1 354.80	1 700.00	1 360.00
(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	1 850.50	1 480.40	1 859.50	1 487.60
	(b)	Exceeds 2 722 kg	2 152.50	1 722.00	2 162.50	1 730.00
(ix)	Part-time Driver of a Motor Vehicle		1 686.00	1 348.80	1 693.50	1 354.80
(x)	Knitting Machine Operator					
	(i)	Qualified	2 206.00	1 764.80	2 217.50	1 774.00
	(ii)	Learners				
		first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		third six months of experience	1 416.50	1 209.18	1 420.00	1 209.18
		fourth six months of experience	1 614.50	1 291.60	1 619.00	1 295.20
		fifth six months of experience	1 810.00	1 448.00	1 816.50	1 453.20



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	2 009.00	1 607.20	2 018.50	1 614.80
		Thereafter, the wage specified in (x)(i) i.e.	2 206.00	1 764.80	2 217.50	1 774.00
(xi)	Maintenance hand					
	(i)	Qualified	1 266.50	1 209.18	1 269.00	1 209.18
	(ii)	Learners				
		first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		third six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		fourth six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		next four months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		Thereafter, the wage specified in (xi)(i) i.e.	1 266.50	1 209.18	1 269.00	1 209.18
B. IN THE MAGISTERIAL DISTRICTS OF BLOEMFONTEIN, KIMBERLEY AND KROONSTAD						
(i)	Sewing Machinist					
(a)						
	(i)	Qualified	1 496.50	1 209.18	1 501.00	1 209.18
	(ii)	Learners				



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			third six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			Thereafter, the wage specified in (i)(i) i.e.	1 496.50	1 209.18	1 501.00	1 209.18
(i)	(b)	Invisible Mender, Finisher, Presser, Trimmer, Marker-In and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer					
		(i)	Qualified	1 496.50	1 209.18	1 501.00	1 209.18
		(ii)	Learners				
			first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			third six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			fourth six months of experience	1 258.00	1 209.18	1 266.50	1 209.18
			fifth six months of experience	1 335.50	1 209.18	1 341.00	1 209.18
			next four months of experience	1 416.00	1 209.18	1 419.00	1 209.18



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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)(i) i.e.	1 496.60	1 209.18	1 501.00	1 209.18
		Set Leader and/or Team Leader	1 589.00	1 271.20	1 594.00	1 275.20
(ii)		General Worker/Pleater				
		(i) Qualified	1 229.00	1 209.18	1 229.00	1 209.18
		(ii) Learners				
		first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		Thereafter, the wage specified in (ii)(i) i.e.	1 229.00	1 209.18	1 229.00	1 209.18
(iii)		Despatch Packer and Layer-up				
		(i) Qualified	1 229.00	1 209.18	1 229.00	1 209.18
		(ii) Learners				
		first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
		Thereafter, the wage specified in (iii)(i) i.e.	1 229.00	1 209.18	1 229.00	1 209.18
(iv)		Plain Sewer				
		(i) Qualified	1 229.00	1 209.18	1 229.00	1 209.18
		(ii) Learners				



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			Thereafter, the wage specified in (iv)(i) i.e.	1 229.00	1 209.18	1 229.00	1 209.18
(v)	Sample Machinist			1 700.00	1 360.00	1 709.50	1 367.60
C. IN THE MAGISTERIAL DISTRICTS OF FRANKFORT, PARYS AND VREDEFORT							
(i)	Sewing Machinist						
(a)							
			(i) Qualified:	1 439.50	1 209.18	1 444.00	1 209.18
			(ii) Learners:				
			first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			third six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			Thereafter, the wage specified in (i)(a)(i) i.e.	1 439.50	1 209.18	1 444.00	1 209.18
(i)	Invisible Mender, Finisher, Presser, Trimmer, Marker-in and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer:						
(b)							
			(i) Qualified:	1 439.50	1 209.18	1 444.00	1 209.18
			(ii) Learners:				



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			third six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			fourth six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			fifth six months of experience	1 286.00	1 209.18	1 291.50	1 209.18
			Next four months of experience	1 362.50	1 209.18	1 365.50	1 209.18
			Thereafter, the wage specified in (i)(b)(i) i.e.	1 439.50	1 209.18	1 444.00	1 209.18
			Set Leader and/or Team Leader	1 529.00	1 223.20	1 536.00	1 228.80
(ii)			General Worker/Plaster				
		(i)	Qualified	1 229.00	1 209.18	1 229.00	1 209.18
		(ii)	Learners				
			first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
			Thereafter, the wage specified in (ii)(i) i.e.	1 229.00	1 209.18	1 229.00	1 209.18
(iii)			Despatch Packer				



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	1 229.00	1 209.18	1 229.00	1 209.18
	(ii) Learners				
	first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
	second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
	Thereafter, the wage specified in (iii)(i) i.e.	1 229.00	1 209.18	1 229.00	1 209.18
(iv)	Layer-Up				
	(i) Qualified	1 229.00	1 209.18	1 229.00	1 209.18
	(ii) Learners				
	first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
	second six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
	Thereafter, the wage specified in (iii)(i) i.e.	1 229.00	1 209.18	1 229.00	1 209.18
(v)	Plain Sewer				
	(i) Qualified	1 229.00	1 209.18	1 229.00	1 209.18
	(ii) Learners				
	first six months of experience	1 229.00	1 209.18	1 229.00	1 209.18
	Thereafter, the wage specified in (iv)(i) i.e.	1 229.00	1 209.18	1 229.00	1 209.18
(vi)	Sample Machinist	1 634.50	1 307.60	1 639.50	1 311.60



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 60% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	R	R	R	R

REGISTRAR OF THE LABOUR COURT OF SOUTH AFRICA DURBAN

Private-Bag 856370, Durban 4000

REGISTRAR OF THE LABOUR COURT OF SOUTH AFRICA DURBAN

NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025, Increase the Weekly Wage for those employees by the agreed Wage Increase based on the 2024–2025-rand value equivalent to 6.1%, Across-the-Board.

4.3. In clause 18 substitute the existing expression "Engagement, Transfer and Termination form" for the new expression "Registration of Employees"

4.4. Insert new clause:

18.1 REGISTRATION OF EMPLOYEES

New employees in the industry, as defined by the Main Agreement, shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing for a 60-day period subject to the following:

- All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.
- The Council levy contributions for those new employees, by both employer and employee, becomes payable once the probationary period as defined by the respective chamber agreement is concluded.
- Employees shall be paid the applicable National Bargaining Council for the Clothing Manufacturing Industry wage rates as gazetted.
- All other National Bargaining Council for the Clothing Manufacturing Industry levies, social funds and payments become payable after the 60-day period has lapsed or expired.

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

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Existing	New
18.1	18.2
18.2	18.3
18.3	18.4
18.4	18.5
18.5	18.6
18.6	18.7

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

Clause No.	Existing 2024/2025	New 2025/2026
20(1)(a)	R3,98	R4,22
20(1)(b)	R4.29	R4,55
21(3)	R33.10	R35.12
23D (1)	63 cents	67 cents
23E (2)	93 cents	99 cents
Clause No.	Existing 2024/2025	New 2025/2026
35(4)	16 cents	17 cents
35(5)	28 cents	30 cents
36(1)	1 September 2024	1 September 2025



4.7. Insert new clause no 44

EMPLOYMENT EQUITY ACT AMENDMENTS – CODE OF GOOD PRACTICE

The code of Good Practice on the Prevention and Elimination of Harassment in the Workplace as set out in Annexure F to this agreement shall be the policy in the industry.

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

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

"(a)"

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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Part A		R	R	R	R
GRADE 1					
(a)	Qualified	1 919.60	1 535.68	1928.60	1 542.88
(b)	Learner				
	0 - 6 months	1 267.10	1 223.58	1273.15	1 223.58
	7 - 12 months	1 401.55	1 223.58	1408.05	1 223.58
	13 - 18 months **	1 535.90	1 228.72	1543.10	1 234.48
	Thereafter, the qualifying wage applies	1 919.60	1 535.68	1928.60	1 542.88
GRADE 2					
(a)	Qualified	1 668.30	1 334.64	1676.25	1 341.00
(b)	Learner				
	0 - 6 months	1 260.35	1 223.58	1266.15	1 223.58
	Thereafter, the qualifying wage applies	1 668.30	1 334.64	1676.25	1 341.00
GRADE A					
(a)	Qualified	1 709.55	1 367.64	1717.25	1 373.80

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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
(b)	Learner				
	0 - 6 months	1 327.85	1 223.58	1334.15	1 223.58
	Thereafter, the qualifying wage applies	1 709.55	1 367.64	1717.25	1 373.80
HEAD CUTTER		3 062.85	2 405.28	3076.80	2 461.44
ASSISTANT HEAD CUTTER		2 450.05	1 960.04	2481.15	1 968.92
CUTTER/TRIMMER					
(a)	Qualified	1 924.30	1 539.44	1933.30	1 546.64
(b)	Learner				
	0 - 6 months	1 241.60	1 223.58	1241.90	1 223.58
	7 - 12 months	1 348.75	1 223.58	1354.55	1 223.58
	13 - 18 months	1 484.50	1 223.58	1491.50	1 223.58
	19 - 22 months	1 646.05	1 316.84	1653.40	1 322.72
	Thereafter, the qualifying wage applies	1 924.30	1 539.44	1933.30	1 546.64
BAND KNIFE CUTTER					
(a)	Qualified	2 025.20	1 620.16	2034.50	1 627.60
(b)	Learner				
	0 - 6 months	1 350.50	1 223.58	1356.55	1 223.58
	7 - 12 months	1 499.60	1 223.58	1506.60	1 223.58
	13 - 18 months	1 636.40	1 309.12	1644.25	1 315.40
	19 - 22 months	1 792.30	1 433.84	1800.45	1 440.36

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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		Thereafter, the qualifying wage applies	2 025.20	1 620.16	2034.50	1 627.60
MECHANIC						
	(a)	Qualified	3 291.45	2 633.16	3306.45	2 645.16
	(b)	Learner				
		0 - 6 months	1 518.55	1 223.58	1525.45	1 223.58
		7 - 12 months	1 743.80	1 395.04	1752.05	1 401.64
		13 - 18 months	2 001.25	1 601.00	2010.80	1 608.64
		19 - 24 months	2 259.00	1 807.20	2269.60	1 815.68
		25 - 30 months	2 533.50	2 026.80	2545.35	2 036.28
		31 - 36 months	2 786.10	2 228.88	2798.95	2 239.16
		37 - 40 months	3 034.40	2 427.52	3048.50	2 438.80
		Thereafter, the qualifying wage applies	3 291.45	2 633.16	3306.45	2 645.16
CLERK *						
	(a)	Qualified	2 057.25	1 645.80	2066.80	1 653.44
	(b)	Learner				
		0 - 6 months	1 398.70	1 223.58	1405.20	1 223.58
		7 - 12 months	1 579.30	1 263.44	1586.55	1 269.24
		13 - 18 months	1 727.85	1 382.28	1735.65	1 388.52
		Thereafter, the qualifying wage applies	2 057.25	1 645.80	2066.80	1 653.44
WATCHMAN			1 724.30	1 379.44	1732.25	1 385.80

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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
DRIVER 1		1 619.55	1 295.64	1627.05	1 301.64
DRIVER 2		1 769.65	1 415.72	1777.85	1 422.28
DRIVER 3		2 063.55	1 650.84	2073.10	1 658.48
DRIVER 4		2 492.30	1 993.84	2503.05	2 003.15
FOREPERSON		2 359.40	1 887.52	2370.40	1 896.32
* 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 effect from 1 September 2025, increase the Weekly Wage for those employees by the agreed Wage Increase based 2024-2025 Rand Value Equivalent to 8.1%, Across-the-Board.					
Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW					

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

"(b)

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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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:		3 603.50	2 882.80	3620.15	2 896.12
(ii)	Dyer: (See (iv) below)					
(iii)	Storeman:					
	(i)	Qualified:	3 468.60	2 774.88	3484.60	2 787.68
	(ii)	Learners:				
		first six months of experience	1 253.15	1 223.58	1258.95	1 223.58
		second six months of experience	1 807.05	1 445.64	1815.25	1 452.20
		third six months of experience	2 361.15	1 888.92	2372.05	1 897.84
		next four months of experience	2 914.80	2 331.84	2928.20	2 342.56
		Thereafter, the wage specified in (iii)(i) i.e.	3 468.60	2 774.88	3484.60	2 787.68
(iv)	Mechanic/Dyer:					
	(i)	Qualified:	3 603.50	2 882.80	3620.15	2 896.12
	(ii)	Learners:				
		first six months of experience	1 253.15	1 223.58	1258.95	1 223.58
		second six months of experience	1 487.80	1 223.58	1495.00	1 223.58
		third six months of experience	1 722.80	1 378.24	1730.95	1 384.76
		fourth six months of experience	1 958.25	1 566.60	1967.15	1 573.72
		fifth six months of experience	2 193.45	1 754.76	2203.80	1 763.04
		sixth six months of experience	2 427.70	1 942.16	2439.00	1 951.20



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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		seventh six months of experience	2 663.50	2 130.80	2675.75	2 140.50
		eighth six months of experience	2 898.40	2 318.72	2912.00	2 329.60
		ninth six months of experience	3 133.25	2 506.60	3147.75	2 518.20
		next four months of experience	3 368.90	2 695.12	3384.45	2 707.56
		Thereafter, the wage specified in (iv)(i) i.e.	3 803.50	2 882.80	3620.15	2 896.12
(v)	Mechanic's Assistant:					
	(i)	Qualified:	2 360.50	1 888.40	2371.45	1 897.16
	(ii)	Learners:				
		first six months of experience	1 253.15	1 223.58	1258.95	1 223.58
		second six months of experience	1 362.80	1 223.58	1369.10	1 223.58
		third six months of experience	1 475.10	1 223.58	1482.00	1 223.58
		fourth six months of experience	1 584.55	1 267.64	1591.85	1 273.48
		fifth six months of experience	1 695.90	1 358.72	1703.95	1 363.16
		sixth six months of experience	1 807.15	1 445.72	1815.55	1 452.44
		seventh six months of experience	1 917.35	1 533.88	1926.15	1 540.92
		eighth six months of experience	2 028.65	1 622.92	2037.70	1 630.16
		ninth six months of experience	2 138.65	1 710.92	2148.65	1 718.92
		next four months of experience	2 249.75	1 799.80	2259.95	1 807.96
		Thereafter, the wage specified in (v)(i) i.e.	2 360.50	1 888.40	2371.45	1 897.16



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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
(vi)	Supervisor:	2 495.40	1 996.32	2506.85	2 005.48
(vii)	Final Examiner of fully-fashioned garments:	2 317.25	1 853.80	2327.95	1 862.36
(viii)	Factory Clerk, Despatch Clerk, Stores Clerk:				
	(i) Qualified:	2 268.95	1 815.16	2279.50	1 823.60
	(ii) Learners:				
	first six months of experience	1 253.15	1 223.58	1258.95	1 223.58
	second six months of experience	1 506.90	1 223.58	1513.90	1 223.58
	third six months of experience	1 760.95	1 408.76	1769.20	1 415.36
	next four months of experience	2 015.15	1 612.12	2024.50	1 619.60
	Thereafter, the wage specified in (viii)(i) i.e.	2 268.95	1 815.16	2279.50	1 823.60
(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:	2 268.95	1 815.16	2279.50	1 823.60
	(ii) Learners:				
	first six months of experience	1 253.15	1 223.58	1258.95	1 223.58
	second six months of experience	1 421.90	1 223.58	1428.80	1 223.58
	third six months of experience	1 591.00	1 272.80	1598.45	1 278.76



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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		fourth six months of experience	1 760.95	1 408.76	1769.40	1 415.52
		fifth six months of experience	1 930.25	1 544.20	1938.95	1 551.16
		next four months of experience	2 099.90	1 679.92	2109.85	1 687.72
		Thereafter, the wage specified in (ix)(i) i.e.	2 268.95	1 815.16	2279.50	1 823.60
(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:	1 979.90	1 583.92	1989.15	1 591.32
	(ii)	Learners:				
		first six months of experience	1 253.15	1 223.58	1258.95	1 223.58
		second six months of experience	1 434.30	1 223.58	1440.85	1 223.58
		third six months of experience	1 615.85	1 292.68	1623.40	1 298.72
		next four months of experience	1 798.25	1 438.60	1806.50	1 445.20
		Thereafter, the wage specified in (x)(i) i.e.	1 979.90	1 583.92	1989.15	1 591.32
(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	1 892.65	1 514.12	1901.35	1 521.08
	(b)	exceeds 453,5 kg but not 2 721 kg	2 234.70	1 787.76	2245.10	1 796.08



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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 per week from 01 Sept 2026 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	(c) exceeds 2 721 kg but not 4 535 kg	2 379.70	1 903.76	2390.60	1 912.46
	(d) exceeds 4 535 kg	2 582.45	2 065.96	2594.10	2 075.28
(xii)	Security Officer:	2 890.75	2 312.60	2904.05	2 323.24
(xiii)	Watchman:	2 230.75	1 784.60	2241.10	1 792.68
(xiv)	Employee not elsewhere specified:				
	(i) Qualified:	2 322.55	1 858.04	2333.15	1 866.52
	(ii) Learners:				
	first six months of experience	1 253.15	1 223.58	1258.95	1 223.58
	second six months of experience	1 519.95	1 223.58	1527.25	1 223.58
	third six months of experience	1 788.15	1 430.52	1798.35	1 437.08
	next four months of experience	2 055.05	1 644.04	2046.65	1 651.72
	thereafter, the wage specified in (xiv)(i) i.e.	2 322.55	1 858.04	2333.15	1 866.52



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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
(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, Pracutter, 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:	1 627.70	1 302.16	1635.10	1 308.08
	(ii) Learners:				
	first six months of experience	1 253.15	1 223.58	1258.95	1 223.58
	second six months of experience	1 377.55	1 223.58	1383.95	1 223.58
	third six months of experience	1 503.55	1 223.58	1510.20	1 223.58
	Thereafter, the wage specified in (xv) (i) i.e.	1 627.70	1 302.16	1635.10	1 308.08
(xvi)	Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker	1 627.70	1 302.16	1635.10	1 308.08
(xvii)	General Worker (Knitting)	1 890.65	1 512.52	1899.45	1 519.56



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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 per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025, increase the Weekly Wage for those employees by the agreed Wage Increase based on 2024-2025 Rand Value Equivalent to 8.1%, Across-the-Board.				
Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW				



5.3. In clause 20, insert the following new sub-clause (1):

"(1) New employees in the industry, as defined by the Main Agreement, shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing for a 60-day period subject to the following:

- (a) All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.
- (b) The Council Levy contributions for those new employees, both by employer and employee, becomes payable once the probationary period as defined by the respective chamber agreement is concluded.
- (c) Employees shall be paid the applicable National Bargaining Council for the Clothing Manufacturing Industry wage rates as gazetted.
- (d) All other National Bargaining Council for the Clothing Manufacturing Industry levies, social funds and payments become payable after the 60-day period has lapsed or expired."

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

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Existing	New
20.1	20.2
20.2	20.3
20.3	20.4
20.4	20.5
20.5	20.6
20.6	20.7

5.5. In the following table of clauses, substitutes the existing expression for the new expression:

Clause No.	Existing 2024/2025	New 2025/2026
25(1)	R4.70	R4.99
25(2)	R6.36	R6.75
26(1)	59 cents	63 cents
26(2)	84 cents	89 cents
40(1)	31 August 2025	31 August 2026
40(1)	1 September 2024	1 September 2025
Annexure C of Clause 43(5)	28 cents	30 cents



5.6. Insert a new clause 50

EMPLOYMENT EQUITY ACT AMENDMENTS – CODE OF GOOD PRACTICE

The Code of Good practice on the Prevention and Elimination of Harassment in the workplace as set out in Annexure F to this agreement shall be the policy in the industry.

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

6.1. In clause 4A (1), insert the following new expression preceding the existing wording:

"Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) It will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW."

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6.2. In clause 4A (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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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:	3 452.90	2 762.32	3 468.80	2 775.04
	(ii) Learners:				
	first six months of experience	1 243.70	1 151.60	1 249.20	1 151.60
	second six months of experience	1 609.60	1 287.68	1 617.10	1 293.68
	third six months of experience	1 980.70	1 584.56	1 990.00	1 592.00
	fourth six months of experience	2 318.50	1 854.80	2 329.30	1 863.44
	fifth six months of experience	2 721.00	2 176.80	2 734.10	2 187.28
	next four months of experience	3 090.40	2 472.32	3 104.70	2 483.76
	Thereafter, the wage specified in (A)(i) i.e.	3 452.90	2 762.32	3 468.80	2 775.04
(B)	Marker-In:				
	(i) Qualified:	2 866.80	2 293.44	2 880.50	2 304.40
	(ii) Learners:				



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		first six months of experience	1 243.70	1 151.80	1 249.20	1 151.60
		second six months of experience	1 511.70	1 209.36	1 519.00	1 215.20
		third six months of experience	1 763.50	1 426.80	1 792.10	1 433.68
		fourth six months of experience	2 054.10	1 643.28	2 064.10	1 651.28
		fifth six months of experience	2 325.40	1 860.32	2 336.60	1 869.28
		next four months of experience	2 597.00	2 077.60	2 608.80	2 087.04
		Thereafter, the wage specified in (B)(i) i.e.	2 866.80	2 293.44	2 880.50	2 304.40
(C)	Mechanic:					
	(i) Qualified:		2 795.90	2 236.72	2 809.40	2 247.52
	(ii) Learners:					
		first six months of experience	1 243.70	1 151.60	1 249.20	1 151.60
		second six months of experience	1 413.50	1 151.60	1 420.00	1 151.60
		third six months of experience	1 586.50	1 269.20	1 594.10	1 275.28
		fourth six months of experience	1 759.50	1 407.60	1 767.80	1 414.24
		fifth six months of	1 933.10	1 546.48	1 942.10	1 553.68



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		experience				
		sixth six months of experience	2 104.00	1 683.20	2 114.30	1 691.44
		seventh six months of experience	2 278.70	1 822.96	2 289.30	1 831.44
		eighth six months of experience	2 450.90	1 960.72	2 462.90	1 970.32
		next four months of experience	2 624.50	2 099.60	2 636.80	2 109.44
		Thereafter, the wage specified in (C)(i) i.e.	2 795.90	2 236.72	2 809.40	2 247.52
(D)	Chopper Out, Cutter and/or Re-Cutter, Negative Maker, Screen Maker (Engraver), Screen Printer, Sample Cutter:					
	(i) Qualified:		2 076.40	1 661.12	2 086.70	1 669.36
	(ii) Learners:					
		first six months of experience	1 243.70	1 151.60	1 249.20	1 151.60
		second six months of experience	1 450.00	1 160.00	1 457.20	1 165.76
		third six months of experience	1 659.90	1 327.92	1 667.50	1 334.00
		next four months of	1 871.00	1 496.80	1 879.50	1 503.60



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		experience				
		Thereafter, the wage specified in (D)(i) i.e.	2 076.40	1 661.12	2 086.70	1 669.36
*(E1)	Sample Machinist:		2 064.90	1 651.92	2 074.40	1 659.52
(E)(a)	Sewing Machinist, Operator of a Linking, Overlocking and/or Sewing Machine, Embroidery Machinist (other than embroidery machine minder):					
		(i) Qualified:	1 795.10	1 436.08	1 803.40	1 442.72
		(ii) Learners:				
		first six months of experience	1 243.70	1 151.60	1 249.20	1 151.60
		second six months of experience	1 379.70	1 151.60	1 385.90	1 151.60
		third six months of experience	1 515.70	1 212.56	1 523.20	1 218.56
		Thereafter, the wage specified in (E)(i) i.e.	1 795.10	1 436.08	1 803.40	1 442.72



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(E)(b)	Finisher, Invisible Mender Embroiderer, Fagotter, Beader and/or Pleater by hand, Baster, Shaper, Fitter up; Checker, Presser of Garments, Assistant Screen Maker (Engraver), Assistant Screen Printer, Darkroom Assistant, Mixing and Filtering Operator, Oven and Curing Operator, Screen Controller, Screen Preparer, Squeegee Preparer and Despatch Packer:				
	(i) Qualified:	1 795.10	1 436.08	1 803.40	1 442.72
	(ii) Learners:				
	first six months of experience	1 243.70	1 151.60	1 249.20	1 151.60
	second six months of experience	1 379.70	1 151.60	1 385.90	1 151.60
	third six months of experience	1 515.70	1 212.56	1 523.20	1 218.56
	next four months of experience	1 660.20	1 328.16	1 667.60	1 334.08
	Thereafter, the wage specified in (E)(i) i.e.	1 795.10	1 436.08	1 803.40	1 442.72
(F1)	Machinist promoted to Assistant Supervisor:				
	(i) Qualified:	2 133.00	1 706.40	2 143.40	1 714.72



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	1 795.10	1 436.08	1 803.40	1 442.72
	second six months of experience	1 911.80	1 529.52	1 920.60	1 536.48
	third six months of experience.	2 024.10	1 619.28	2 033.80	1 627.04
	Thereafter, the wage specified in (F1) (i) i.e	2 133.00	1 706.40	2 143.40	1 714.72
(F)	Asst Supervisor, other than a Machinist promoted to Asst. Supervisor; Despatch/Factory Clerk and Storeman:				
	(i) Qualified:	2 133.00	1 706.40	2 143.40	1 714.72
	(ii) Learners:				
	first six months of experience	1 243.70	1 151.60	1 249.20	1 151.60
	second six months of experience	1 455.50	1 172.40	1 472.10	1 177.68
	third six months of experience	1 688.20	1 350.56	1 696.30	1 357.04
	next four months of experience	1 913.40	1 530.72	1 922.60	1 538.08
	Thereafter, the wage specified in (F)(i) i.e.	2 133.00	1 706.40	2 143.40	1 714.72



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(G)	Other Pressers, not provided for elsewhere; Under presser; 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:	1 489.30	1 191.44	1 496.10	1 196.88
	(ii) Learners:				
	first six months of experience	1 243.70	1 151.60	1 249.20	1 151.60
	second six months of experience	1 303.70	1 151.60	1 309.20	1 151.60
	third six months of experience	1 364.70	1 151.60	1 371.50	1 151.60
	next four months of experience	1 425.90	1 151.60	1 432.40	1 151.60



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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 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 (G)(i) i. e	1 489.30	1 191.44	1 496.10	1 196.88
(H1)	Foreman:		4 710.80	3 768.64	4 732.60	3 786.08
(H2)	Supervisor, Assistant Foreman, Head Cutter:		2 669.30	2 055.44	2 581.20	2 064.96
(H3)	Artisan:		5 377.70	4 302.16	5 402.50	4 322.00
(H4)	Labourer, Scooter Driver and/or Boiler Attendant:		1 654.80	1 323.84	1 662.50	1 330.00
(H5)	Watchman:		1 912.10	1 529.68	1 921.10	1 536.88
(H6)	Driver (Light Motor Vehicle):		1 884.80	1 507.84	1 893.30	1 514.64
(H7)	Driver (Medium Motor Vehicle):		2 015.40	1 612.32	2 024.60	1 619.68
	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 effect from 1 September 2025, Increase the Weekly Wage for those employees by the agreed Wage Increase based on the 2024–2025-rand value equivalent to 6.1%, Across-the-Board.						



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

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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 2025 to 31 Aug 2026	Across the Board Increase 2024-2025-rand value equivalent to 6.1%	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	Across the Board Increase 2024-2025-rand value equivalent to 6.1%	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	3452.90	198.60	2762.32	3468.80	199.50	2775.04
B	2866.80	164.90	2293.44	2880.50	165.70	2304.40
C	2795.90	160.80	2236.72	2809.40	161.60	2247.52
D	2078.40	119.40	1661.12	2086.70	120.00	1669.36
E1	2064.90	118.80	1651.92	2074.40	119.30	1659.52
E (a)	1795.10	103.30	1436.08	1803.40	103.70	1442.72
E (b)	1795.10	103.30	1436.08	1803.40	103.70	1442.72
F1	2133.00	122.70	1706.40	2143.40	123.30	1714.72
F	2133.00	122.70	1706.40	2143.40	123.30	1714.72
G	1489.30	85.70	1191.44	1496.10	86.10	1196.88
H1	4710.80	271.00	3768.64	4732.60	272.20	3786.08
H2	2569.30	147.80	2055.44	2581.20	148.50	2046.96
H3	5377.70	309.30	4302.16	5402.50	310.80	4322.00
H4	1654.80	95.20	1323.84	1662.80	95.60	1330.00
H5	1912.10	110.00	1529.68	1921.10	110.50	1536.88
H6	1884.80	108.40	1507.84	1893.30	108.90	1514.64
H7	2015.40	115.90	1612.32	2024.60	116.50	1619.68



6.4. In clause 4B (1), insert the following new expression preceding the existing wording:

"Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW."

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6.5. In clause 4B (1), substitute the existing wage schedule with the following new wage schedule (for Millinery Sector 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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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:	2 898.00	2 318.40	2 904.70	2 323.80
(b)	Milliner (Upgrade to Trimmer):				
	(i) Qualified	2 298.40	1 838.70	2 304.60	1 843.70
	(ii) Learners:				
	first six months of experience	1 628.60	1 302.90	1 632.40	1 305.90
	second six months of experience	1 780.70	1 424.60	1 784.80	1 427.80
	third six months of experience	1 955.20	1 564.20	1 959.60	1 567.70
	next four months of experience	2 168.00	1 734.40	2 173.30	1 738.60
	Thereafter, the wage specified in (b)(i) i.e.	2 298.40	1 838.70	2 304.60	1 843.70
(c)	(1) Blocker-Front (Upgrade from Assistant Blocker):				
	(i) Qualified:	1 933.90	1 547.10	1 938.50	1 550.80
	(ii) Learners:				
	first six months of experience	1 603.00	1 282.40	1 606.80	1 285.40
	second six months of experience	1 654.90	1 323.90	1 658.60	1 326.90
	third six months of experience	1 759.50	1 407.60	1 763.40	1 410.70

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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 60% (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	1 841.30	1 473.00	1 848.00	1 476.80
	Thereafter, the wage specified in (c)(1)(i) i.e.	1 933.90	1 547.10	1 938.50	1 550.80
	(2) Driver:	1 933.90	1 547.10	1 938.50	1 550.80
(d)	Machine Operator & Chopper-Out:				
	(i) Qualified:	1 790.10	1 432.10	1 793.70	1 435.00
	(ii) Learners:				
	first six months of experience	1 180.39	1 180.39	1 180.39	1 180.39
	second six months of experience	1 289.60	1 180.39	1 292.40	1 180.39
	third six months of experience	1 380.70	1 180.39	1 384.20	1 180.39
	next four months of experience	1 594.10	1 275.30	1 597.80	1 278.20
	Thereafter, the wage specified in (d)(i) i.e.	1 790.10	1 432.10	1 793.70	1 435.00
(e)	Trimmer/General Worker/Labourer/Assistant Blocker:				
	(i) Qualified:	1 525.70	1 220.60	1 529.10	1 223.30
	(ii) Learners:				
	first six months of experience	1 180.39	1 180.39	1 180.39	1 180.39
	second six months of experience	1 237.10	1 180.39	1 239.90	1 180.39
	third six months of experience	1 328.20	1 180.39	1 331.80	1 180.39



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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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	1 429.30	1 180.39	1 432.30	1 180.39
	Thereafter, the wage specified in (e)(i) i.e.	1 525.70	1 220.60	1 529.10	1 223.30
(f)	Boiler Attendant & Watchman:	1 668.70	1 335.00	1 672.80	1 338.20
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025, Increase the Weekly Wage for those employees by the agreed Wage Increase based on the 2024-2025-rand value equivalent to 6.1%, Across-the-Board.					

6.6. In clause 13 substitute the existing expression "Engagement of Permanent and Contract Employees" for the new expression "Registration of Employees"

6.7. Insert new clause:

13.1 REGISTRATION OF EMPLOYEES

New employees in the industry, as defined by the Main Agreement, shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing for a 60-day period subject to the following:

- All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.
- The Council levy contributions for those new employees, by both employer and employee, becomes payable once the probationary period as defined by the respective chamber agreement is concluded.

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- (c) Employees shall be paid the applicable National Bargaining Council for the Clothing Manufacturing Industry wage rates as gazetted.
- (d) All other National Bargaining Council for the Clothing Manufacturing Industry levies, social funds and payments become payable after the 60-day period has lapsed or expired.

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

Existing	New
18.1	18.2
18.2	18.3
18.3	18.4
18.4	18.5
18.5	18.6



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

Clause No.	Existing 2024/2025	New 2025/2026
26(3)	63 cents	67 cents
27(1)	1 September 2024	1 September 2025
27(1)	1 September 2025	1 September 2026
30(4)	16 cents	17 cents
30(5)	29 cents	31 cents
31(1)	93 cents	99 cents
33(1)(a)	1 September 2024	1 September 2025
33(1)(a)	R3,98	R4,22
33(1)(a)	R3,98	R4,22
33(1)(b)	R4.29	R4,55

6.10. insert new clause no.38

EMPLOYMENT EQUITY ACT AMENDMENTS – CODE OF GOOD PRACTICE

The code of Good Practice on the Prevention and Elimination of Harassment in the Workplace as set out in Annexure F to this agreement shall be the policy in the industry.

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

7.1. In clause 4(1)(a), insert the following new expression preceding the existing wording:

"Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW."

7.2. 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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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:		3 581.70	2 865.40	3 598.80	2 879.00
(II)	Dyer: (See (iv) below)					
(III)	Storeman:					
	(i) Qualified:		3 447.60	2 758.10	3 464.00	2 771.20
	(ii) Learners:					
		first six months of experience	1 244.60	1 223.58	1 250.60	1 223.58
		second six months of experience	1 795.60	1 436.60	1 803.80	1 443.00
		third six months of experience	2 346.30	1 877.00	2 357.30	1 885.80
		next four months of experience	2 896.90	2 317.50	2 910.70	2 328.60
		Thereafter, the wage	3 447.60	2 758.10	3 464.00	2 771.20

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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			specified in (iii)(i) i.e.				
(iv)	Mechanic/Dyer:						
			(i) Qualified:	3 581.70	2 865.40	3 598.80	2 879.00
			(ii) Learners:				
			first six months of experience	1 244.60	1 223.58	1 250.60	1 223.58
			second six months of experience	1 478.30	1 223.58	1 485.10	1 223.58
			third six months of experience	1 712.00	1 369.60	1 720.00	1 376.00
			fourth six months of experience	1 945.90	1 558.70	1 955.00	1 564.00
			fifth six months of experience	2 179.50	1 743.60	2 189.90	1 751.90
			sixth six months of experience	2 413.00	1 930.40	2 424.40	1 939.50
			seventh six months of experience	2 646.70	2 117.40	2 659.40	2 127.60
			eighth six months of experience	2 880.60	2 304.50	2 894.30	2 315.40
			ninth six months of experience	3 113.80	2 491.00	3 128.20	2 502.60
			next four months of experience	3 348.80	2 679.00	3 364.30	2 691.40
			Thereafter, the wage specified in (iv)(i) i.e.	3 581.70	2 865.40	3 598.80	2 879.00



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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
(v)	Mechanic's Assistant:						
		(i) Qualified:		2 345.60	1 876.50	2 356.10	1 884.90
		(ii) Learners:					
		first six months of experience		1 244.60	1 223.58	1 250.60	1 223.58
		second six months of experience		1 353.80	1 223.58	1 359.60	1 223.58
		third six months of experience		1 439.20	1 223.58	1 472.10	1 223.58
		fourth six months of experience		1 574.70	1 259.80	1 581.50	1 265.20
		fifth six months of experience		1 685.20	1 348.20	1 693.00	1 354.40
		sixth six months of experience		1 795.70	1 436.60	1 804.00	1 443.20
		seventh six months of experience		1 905.10	1 524.10	1 914.20	1 531.40
		eighth six months of experience		2 016.30	1 613.00	2 024.80	1 619.80
		ninth six months of experience		2 125.50	1 709.40	2 135.00	1 708.00
		next four months of experience		2 236.10	1 788.90	2 246.20	1 797.00
		Thereafter, the wage specified in (v)(i) i.e.		2 345.60	1 876.50	2 356.10	1 884.90
(vi)	Supervisor:			2 480.20	1 984.20	2 491.60	1 993.30

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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
(vii)	Final Examiner of fully-fashioned garments:			2 302.40	1 841.90	2 313.60	1 850.90
(viii)	Factory Clerk, Despatch Clerk, Stores Clerk:						
	(i) Qualified			2 254.60	1 803.70	2 265.40	1 812.30
	(ii) Learners:						
		first six months of experience		1 244.60	1 223.58	1 250.60	1 223.58
		second six months of experience		1 496.80	1 223.58	1 504.00	1 223.58
		third six months of experience		1 749.50	1 399.60	1 757.50	1 406.00
		next four months of experience		2 002.50	1 602.00	2 012.00	1 609.60
		Thereafter, the wage specified in (viii)(i) i.e.		2 254.60	1 803.70	2 265.40	1 812.30
(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:			2 254.60	1 803.70	2 265.40	1 812.30
	(ii) Learners:						
		first six months of experience		1 244.60	1 223.58	1 250.60	1 223.58
		second six months of		1 412.90	1 223.58	1 418.70	1 223.58



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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			experience				
			third six months of experience	1 580.70	1 264.60	1 587.80	1 270.20
			fourth six months of experience	1 749.50	1 399.60	1 757.50	1 406.00
			fifth six months of experience	1 917.60	1 534.10	1 926.90	1 541.50
			next four months of experience	2 086.60	1 669.30	2 096.00	1 676.80
			Thereafter, the wage specified in (ix)(i) i.e.	2 254.60	1 803.70	2 265.40	1 812.30
(x)(a)	Loader of magazine or comb, Linker, Overlocker other than an overlocker of seconds in socks, Mender and Plain Sewer:						
		(i) Qualified:		1 967.50	1 574.00	1 976.40	1 581.10
		(ii) Learners:					
		first six months of experience		1 244.60	1 223.58	1 250.60	1 223.58
		second six months of experience		1 424.90	1 223.58	1 431.50	1 223.58
		third six months of experience		1 605.20	1 284.20	1 613.20	1 290.60
		next four months of experience		1 786.80	1 429.40	1 795.10	1 436.10
		Thereafter, the wage specified in (x)(i) i.e.		1 967.50	1 574.00	1 976.40	1 581.10

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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
(x)(b)	Sewing Machinist including a button, buttonhole and hemming machinist:					
	(i) Qualified:		1 967.50	1 574.00	1 976.40	1 581.10
	(ii) Learners:					
		first six months of experience	1 244.60	1 223.58	1 250.60	1 223.58
		second six months of experience	1 424.90	1 223.58	1 431.50	1 223.58
		third six months of experience	1 605.20	1 284.20	1 613.20	1 290.60
		Thereafter, the wage specified in (x)(i) i.e.	1 967.50	1 574.00	1 976.40	1 581.10
(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	1 880.90	1 504.70	1 889.60	1 511.60
	(b)	exceeds 453,5 kg but not 2 721 kg	2 220.60	1 776.50	2 230.60	1 784.50
	(c)	exceeds 2 721 kg but not 4 535 kg	2 364.70	1 891.80	2 375.90	1 900.70
	(d)	exceeds 4 535 kg	2 566.10	2 052.90	2 578.40	2 062.70
(xii)	Security Officer:		2 873.10	2 298.50	2 885.90	2 308.70
(xiii)	Watchman:		2 216.80	1 773.40	2 227.00	1 781.60

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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
(xiv)	Employee not elsewhere specified:					
	(i) Qualified:		2 308.00	1 846.40	2 318.60	1 854.90
	(ii) Learners:					
		first six months of experience	1 244.60	1 223.58	1 250.60	1 223.58
		second six months of experience	1 509.60	1 223.58	1 517.10	1 223.58
		third six months of experience	1 776.30	1 421.00	1 784.80	1 427.80
		next four months of experience	2 042.10	1 633.70	2 051.40	1 641.10
		Thereafter, the wage specified in (xiv)(i) i.e.	2 308.00	1 846.40	2 318.60	1 854.90



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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
(xv)	Seamer, Mender of socks, Sorter, Cleaner (i.e. an employee engaged in cleaning garments and/or fabrics), Grader, Sampler (i.e. an employee engaged in the making up of sample cards), Winder, Overlocker for garments 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, Creeper, Teamaker, Despatch Packer, Parcel Maker, General Worker and Floor Walker/Runner:			1 878.70	1 503.00	1 887.50	1 510.00
(xvi)	General Worker/Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker employed after 30-06-1987:			1 617.10	1 293.70	1 624.70	1 299.80
(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:						

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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 September 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 September 2025 = 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:	1 617.10	1 293.70	1 624.70	1 299.80
		(ii) Learners:				
		first six months of experience	1 244.60	1 223.58	1 250.60	1 223.58
		second six months of experience	1 368.10	1 223.58	1 374.70	1 223.58
		third six months of experience	1 493.60	1 223.58	1 500.20	1 223.58
		Thereafter, the wage specified in (xvii) (i) i.e.	1 617.10	1 293.70	1 624.70	1 299.80
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025, increase the Weekly Wage for those employees by the agreed Wage Increase based on the 2024-2025-rand value equivalent to 5.1%, Across-the-Board.						



7.3. In clause 10 substitute the existing expression "Engagement in employment" for the new expression "Registration of Employees"

7.4. Insert new clause:

10.1 REGISTRATION OF EMPLOYEES

New employees in the industry, as defined by the Main Agreement, shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing for a 60-day period subject to the following:

- (a) All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.

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- (b) The Council levy contributions for those new employees, by both employer and employee, becomes payable once the probationary period as defined by the respective chamber agreement is concluded.
- (c) Employees shall be paid the applicable National Bargaining Council for the Clothing Manufacturing Industry wage rates as gazetted.
- (d) All other National Bargaining Council for the Clothing Manufacturing Industry levies, social funds and payments become payable after the 60-day period has lapsed or expired.

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

Existing	New
10.1	10.2
10.2	10.3
10.3	10.4
10.4	10.5



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

Clause No.	Existing 2024/2025	New 2025/2026
11(2)(a)	R3,98	R4,22
11(2)(b)	R4,29	R4,55
13E (1)	62 cents	66 cents
13F (2)	92 cents	98 cents
19(4)	R34,66	R36,77
19(5)	R34,66	R36,77
20(2)(b)	R10,85	R11,51
30(4)	16 cents	17 cents
30(5)	29 cents	31 cents
31(1)	01 September 2024	1 September 2025

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7.7. Insert new clause no.39

EMPLOYMENT EQUITY ACT AMENDMENTS – CODE OF GOOD PRACTICE

The code of Good Practice on the Prevention and Elimination of Harassment in the Workplace as set out in Annexure F to this agreement shall be the policy in the industry.

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

8.1. In clause 1(2)(b), substitute the new expression "R189 204.00 per annum" for the existing expression "R178 308.00 per annum".

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

WAGES				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 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
DESCRIPTION				R	R	R	R
Part A - Cutting Department							
Head Cutter				3624,50	2899,50	3638,50	2911,00
Pattern Maker:							
	(a)	Qualified		3624,50	2899,50	3638,50	2911,00
	(b)	Learner					
		First year					
		First six months of experience		2030,50	1624,50	2036,00	1629,00
		Second six months of		2242,00	1793,50	2249,00	1799,00



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WAGES				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				Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			experience				
			Second year				
			First six months of experience	2451,00	1961,00	2463,00	1970,50
			Second six months of experience	2676,50	2141,00	2688,00	2151,00
			Third year				
			First six months of experience	2920,00	2336,00	2932,00	2345,50
			Next four months of experience	3149,50	2519,50	3165,50	2532,50
			Thereafter, the wage specified in (a), i.e.	3624,50	2899,50	3638,50	2911,00
			Pattern Grador				
	(a)		Qualified	2923,00	2338,50	2935,00	2348,00
	(b)		Learner				
			First year				
			First six months of experience	1906,50	1525,00	1919,50	1535,50
			Second six months of experience	2030,50	1624,50	2038,00	1629,00
			Second year				
			First six months of experience	2147,50	1718,00	2162,00	1729,50
			Second six months of experience	2302,50	1842,00	2313,00	1850,50



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WAGES				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				Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			Third year				
			First six months of experience	2451,00	1961,00	2463,00	1970,50
			Next four months of experience	2610,00	2088,00	2623,00	2098,50
			Thereafter, the wage specified in (a), i.e.	2923,00	2338,50	2935,00	2348,00
			Cutter, lay-maker:				
	(a)		Qualified	2819,00	2255,00	2830,50	2264,50
	(b)		Learner				
			First year				
			First six months of experience	1711,50	1369,00	1721,50	1377,00
			Second six months of experience	1885,50	1508,50	1893,00	1514,50
			Second year				
			First six months of experience	2055,00	1644,00	2067,00	1653,50
			Second six months of experience	2249,00	1799,00	2262,50	1810,00
			Third year				
			First four months of experience	2466,50	1973,00	2478,50	1983,00
			Thereafter, the wage specified in (a), i.e.	2819,00	2255,00	2830,50	2264,50
			Interlining cutter, trimmer, leather cutter and				



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WAGES			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			Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		tie cutter				
	(a)	Qualified	2032,00	1625,50	2041,00	1633,00
	(b)	Learner				
		First year:				
		First six months of experience	1526,00	1223,58	1530,00	1224,00
		Second six months of experience	1617,50	1294,00	1623,00	1298,50
		Second year				
		First six months of experience	1701,00	1361,00	1710,00	1368,00
		Second six months of experience	1791,50	1433,00	1801,50	1441,00
		Third year				
			1879,50	1503,50	1887,00	1509,50
		Thereafter, the wage specified in (a), i.e.	2032,00	1625,50	2041,00	1633,00
	(c)	If advanced to learner cutter:				
		First six months	2201,00	1761,00	2211,50	1769,00
		Second six months	2486,50	1973,00	2478,50	1983,00
		Thereafter, the wage specified for a qualified cutter, i.e.	2819,00	2255,00	2830,50	2264,50
		Layer-up:				



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WAGES			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			Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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		1752,00	1401,50	1758,00	1406,50
(b)	Learner					
	First year					
		First six months of experience	1474,50	1223,58	1481,00	1223,58
		Second six months	1526,00	1223,58	1530,00	1224,00
	Second year					
		First six months of experience	1593,00	1274,50	1601,00	1281,00
	Thereafter, the wage specified in (a), i.e.		1752,00	1401,50	1758,00	1406,50
(c)	If advanced to learner cutter:					
		First six months	1752,00	1401,50	1758,00	1406,50
		Second six months	2055,00	1644,00	2067,00	1653,50
		Third six months	2249,00	1799,00	2262,50	1810,00
		Fourth six months	2466,50	1973,00	2478,50	1983,00
	Thereafter, the wage specified for a qualified cutter, i.e.		2819,00	2255,00	2830,50	2284,50
(d)	If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:					
		First six months	1752,00	1401,50	1758,00	1406,50
		Second six months	1879,50	1503,50	1887,00	1509,50



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WAGES			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			Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 60% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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 Interlining cutter, trimmer, leather cutter or tie cutter, i.e.	2032,00	1625,50	2041,00	1633,00
	(e)	If advanced to fitter-up:				
		First six months	1752,00	1401,50	1758,00	1406,50
		Second six months	1816,00	1453,00	1823,00	1458,50
		Third six months	1906,50	1525,00	1919,50	1535,50
		Fourth six months	2032,00	1625,50	2041,00	1633,00
		Thereafter, the wage specified for fitter-up, i.e.	2242,00	1793,50	2249,00	1799,00
		Clicker:				
	(a)	Qualified	2095,50	1676,50	2105,50	1684,50
	(b)	Learner				
		First year	1571,50	1257,00	1579,50	1263,50
		Second year	1791,50	1433,00	1801,50	1441,00
		Thereafter, the wage specified in (a) i.e.	2095,50	1676,50	2105,50	1684,50
		Tracer:				
	(a)	Qualified	1966,50	1573,00	1974,50	1579,50
	(b)	Learner				
		First year				



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WAGES				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				Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			First six months of experience	1571,50	1257,00	1579,50	1223,58
			Second six months of experience	1682,50	1346,00	1689,50	1351,50
			Second year				
			First six months of experience	1779,50	1423,50	1787,00	1429,50
			Thereafter, the wage specified in (a), i.e.	1966,50	1573,00	1974,50	1579,50
Part B - Factory Operatives							
Clothing machine mechanic:							
	(a)	Qualified		3624,50	2899,50	3638,50	2911,00
	(b)	Learner					
		First year					
		First six months of experience		2030,50	1624,50	2036,00	1629,00
		Second six months of experience		2242,00	1793,50	2249,00	1799,00
		Second year					
		First six months of experience		2451,00	1961,00	2463,00	1970,50
		Second six months of experience		2676,50	2141,00	2689,00	2151,00

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A.H.

WAGES				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				Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
			Third year				
			First four months of experience	2920,00	2336,00	2932,00	2345,50
			Second four months of experience	3149,50	2519,50	3165,50	2532,50
			Thereafter, the wage specified in (a), i.e.	3624,50	2899,50	3638,50	2911,00
			Clothing technician:				
	(a)		Qualified	3624,50	2899,50	3638,50	2911,00
	(b)		Learner				
			First year				
			First six months of experience	2030,50	1624,50	2036,00	1629,00
			Second six months of experience	2242,00	1793,50	2249,00	1799,00
			Second year				
			First six months of experience	2451,00	1961,00	2463,00	1970,50
			Second six months of experience	2676,50	2141,00	2689,00	2151,00
			Third year				
			First six months of experience	2920,00	2336,00	2932,00	2345,50
			Next four months of experience	3149,50	2519,50	3165,50	2532,50
			Thereafter, the wage specified in	3624,50	2899,50	3638,50	2911,00



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WAGES		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		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
	(a), i.e.				
	Grade A employee:				
(a)	Qualified	2242,00	1793,50	2249,00	1799,00
(b)	Learner				
	First year				
	First six months of experience	1576,50	1261,00	1582,50	1266,00
	Second six months of experience	1700,00	1360,00	1707,00	1365,50
	Second year				
	First six months of experience	1816,00	1453,00	1823,00	1458,50
	Second six months of experience	1906,50	1525,00	1919,50	1535,50
	Third year				
	First four months of experience	2032,00	1625,50	2041,00	1633,00
	Thereafter, the wage specified in (a), i.e.	2242,00	1793,50	2249,00	1799,00
	Grade B employee:				
(a)	Qualified	1914,50	1531,50	1922,00	1537,50
(b)	Learner				
	First year				
	First six months of experience	1554,00	1243,00	1562,00	1249,50

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WAGES				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				Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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	1635,00	1308,00	1641,50	1313,00
			Second year				
			First six months of experience	1718,00	1374,50	1724,00	1379,00
			Thereafter, the wage specified in (a), i.e.	1914,50	1531,50	1922,00	1537,50
	(c)		If advanced to Grade A employee:				
			First six months	1914,50	1531,50	1922,00	1537,50
			Second six months	1971,50	1677,00	1980,50	1584,50
			Third six months	2032,00	1625,50	2041,00	1633,00
			Thereafter, the wage specified for a qualified Grade A employee, i.e.	2242,00	1793,50	2249,00	1799,00
			Grade C employee:				
	(a)		Qualified	1700,00	1360,00	1707,00	1365,50
	(b)		Learner				
			First year				
			First six months of experience	1522,00	1223,58	1529,00	1223,58
			Second six months of experience	1585,50	1252,50	1573,00	1258,50
			Thereafter, the wage specified in (a), i.e.	1700,00	1360,00	1707,00	1365,50



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WAGES		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		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(c)	If advanced to Grade B employee:				
	First six months	1700,00	1360,00	1707,00	1365,50
	Second six months	1718,00	1374,50	1724,00	1379,00
	Thereafter, the wage specified for a qualified Grade B employee, i.e.	1914,50	1531,50	1922,00	1537,50
	Underprasser, blocker:				
(a)	Qualified	1718,00	1374,50	1724,00	1379,00
(b)	Learner				
	First year				
	First six months of experience	1474,50	1223,58	1481,00	1223,58
	Second six months of experience	1526,00	1223,58	1530,00	1224,00
	Second year				
	First six months of experience	1593,00	1274,50	1601,00	1281,00
	Thereafter, the wage specified in (a), i.e.	1718,00	1374,50	1724,00	1379,00
(c)	If advanced to learner prasser:				
	First six months	1718,00	1374,50	1724,00	1379,00
	Second six months	2032,00	1625,50	2041,00	1633,00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	2242,00	1793,50	2249,00	1799,00

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WAGES				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				Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
				R	R	R	R
Part C - Clerical employees							
Clerk							
	(a)	Qualified		2466,50	1973,00	2478,50	1983,00
	(b)	Learner					
		First year		1822,00	1457,50	1827,00	1461,50
		Second year		1979,00	1583,00	1988,00	1590,50
		Third year					
		First four months of experience		2183,00	1730,50	2173,00	1738,50
		Thereafter, the wage specified in (a), i.e.		2466,50	1973,00	2478,50	1983,00
Factory Clerk							
	(a)	Qualified		1850,50	1480,50	1860,50	1488,50
	(b)	Learner					
		First year		1474,50	1223,58	1481,00	1223,58
		Second year		1571,50	1257,00	1579,50	1263,50
		Third year					
		First four months of experience		1700,00	1360,00	1707,00	1365,50
		Thereafter, the wage specified in		1850,50	1480,50	1860,50	1488,50

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WAGES			GROUP A (i.e. employees ON the 0,6% productivity Incentive Scheme)		GROUP B (i.e. employees NOT on the 0,5% Productivity Incentive Scheme)	
DESCRIPTION			Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		(a), i.e.				
Part D - General						
		Boiler attendant	1757,50	1406,00	1767,00	1413,50
		Despatch packer	1816,00	1453,00	1823,00	1458,50
		General Worker	1700,00	1360,00	1707,00	1365,50
		Labourer	1718,00	1374,50	1724,00	1379,00
		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	1816,00	1453,00	1823,00	1458,50
	(b)	exceeds 1 360 but not 2 720 kg	1885,50	1508,50	1893,00	1514,50
	(c)	exceeds 2 720 kg	2147,50	1718,00	2162,00	1729,50
		Supervisor, quality controller and instructor	2302,50	1842,00	2313,00	1850,50
		Traveller's driver	1885,50	1508,50	1893,00	1514,50
		Watchman or caretaker, whose ordinary hours of work are -				
	(a)	less than 60 hours per week	1959,00	1567,00	1967,50	1574,00
	(b)	60 hours per week	2055,00	1644,00	2067,00	1653,50



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WAGES		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		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025, increase the Weekly Wage for those employees by the agreed Wage Increase based on the rand value of the 2024 increase, Across-the-Board, which is equivalent to 6,1%.					

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

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WAGE SCHEDULE					
DESCRIPTION		Wage p/w from 01 Sept 2024 to 31 Aug 2025 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Across the Board-Increase and value of the 2024 increase, equivalent to 6.1%	Wage p/w from 01 Sept 2025 to 31 Aug 2026 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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	1 691,00	103,00	1 794,00	1 435,00
(b)	Learner				
	First year				
	First six months of experience	1 172,50	71,50	1 244,00	1 223,58
	Second six months of experience	1 307,50	80,00	1 387,50	1 223,58
	Second year				
	First six months of experience	1 432,00	87,50	1 519,50	1 223,58
	Second six months of experience	1 563,00	95,50	1 658,50	1 327,00
	Thereafter, the wage specified in (a), i.e.	1 691,00	103,00	1 794,00	1 435,00
Chopper-Out (Millinery)/Trimmer (Millinery)/Packer (Millinery):					
(a)	Qualified	1 398,00	85,50	1 483,50	1 223,58
(b)	Learner				
	First year				
	First six months of experience	1 172,50	71,50	1 244,00	1 223,58
	Second six months of experience	1 218,00	74,50	1 292,50	1 223,58
	Second year				
	First six months of experience	1 259,50	77,00	1 336,50	1 223,58

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WAGE SCHEDULE					
DESCRIPTION		Wage p/w from 01 Sept 2024 to 31 Aug 2025 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Across-the-Board-Increase and value of the 2024 increase, equivalent to 6.1%	Wage p/w from 01 Sept 2025 to 31 Aug 2026 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Employees on Incentivised Scheme Effective 1 Sept 2026 = 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	1 309,00	80,00	1 389,00	1 223,58
	Third year				
	First four months of experience	1 351,50	82,50	1 434,00	1 223,58
	Thereafter, the wage specified in (a), i.e.	1 398,00	85,50	1 483,50	1 223,58
	Clerk				
(a)	Qualified	2 336,00	142,50	2 478,50	1 983,00
(b)	Learner				
	First year	1 722,00	105,00	1 827,00	1 461,50
	Second year	1 873,50	114,50	1 988,00	1 590,50
	Third year				
	First four months of experience	2 048,00	125,00	2 173,00	1 738,50
	Thereafter, the wage specified in (a), i.e.	2 336,00	142,50	2 478,50	1 983,00
	General Worker (Millinery)	1 381,50	84,50	1 466,00	1 223,58
	Grade 1 Employee (Millinery):				
(a)	Qualified	1 367,50	83,50	1 451,00	1 223,58
(b)	Learner				
	First year				



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WAGE SCHEDULE					
DESCRIPTION		Wage p/w from 01 Sept 2024 to 31 Aug 2025 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Across-the-Board-Increase and value of the 2024 increase, equivalent to 6.1%	Wage p/w from 01 Sept 2025 to 31 Aug 2026 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
	First six months of experience	1 172,50	71,50	1 244,00	1 223,58
	Second six months of experience	1 222,50	74,50	1 297,00	1 223,58
	Second year				
	First six months of experience	1 289,00	78,50	1 367,50	1 223,58
	Thereafter, the wage specified in (a), i.e.	1 367,50	83,50	1 451,00	1 223,58
Milliner:					
(a)	Qualified	1 480,00	90,50	1 570,50	1 256,50
(b)	Learner				
	First year				
	First six months of experience	1 172,50	71,50	1 244,00	1 223,58
	Second six months of experience	1 245,50	76,00	1 321,50	1 223,58
	Second year				
	First six months of experience	1 247,50	76,00	1 323,50	1 223,58
	Second six months of experience	1 307,00	80,00	1 387,00	1 223,58
	Third year				
	First six months of experience	1 363,50	83,00	1 446,50	1 223,58
	Next four months of experience	1 432,00	87,50	1 519,50	1 223,58
	Thereafter, the wage specified in (a) i.e.	1 480,00	90,50	1 570,50	1 256,50

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P.L.H.

WAGE SCHEDULE					
DESCRIPTION		Wage p/w from 01 Sept 2024 to 31 Aug 2025 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Across-the-Board-Increase and value of the 2024 increase, equivalent to 6.1%	Wage p/w from 01 Sept 2025 to 31 Aug 2026 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	
Millinery Machinist:					
(a)	Qualified	1 494,50	91,00	1 585,50	1 268,50
(b)	Learner				
	First year				
	First six months of experience	1 172,50	71,50	1 244,00	1 223,58
	Second six months of experience	1 277,50	78,00	1 355,50	1 223,58
	Second year				
	First six months of experience	1 354,50	82,50	1 437,00	1 223,58
	Thereafter, the wage specified in (a), i.e.	1 494,50	91,00	1 585,50	1 268,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle is as follows -					
(a)	does not exceed 2268 kg	1 776,50	108,50	1 885,00	1 508,00
(b)	exceeds 2268	1 874,50	114,50	1 989,00	1 591,00
Plain Sewer (Millinery):					
(a)	Qualified	1 398,00	85,50	1 483,50	1 223,58
(b)	Learner				
	First year				
	First six months of experience	1 172,50	71,50	1 244,00	1 223,58

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WAGE SCHEDULE					
DESCRIPTION		Wage p/w from 01 Sept 2024 to 31 Aug 2025 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Across-the-Board-Increase rand value of the 2024 Increase, equivalent to 6.1%	Wage p/w from 01 Sept 2025 to 31 Aug 2026 (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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	1 236,50	75,50	1 312,00	1 223,58
	Second year				
	First six months of experience	1 312,50	80,00	1 392,50	1 223,58
	Thereafter, the wage specified in (a), i.e.	1 398,00	85,50	1 483,50	1 223,58
	Supervisor (Millinery)	2 004,50	122,50	2 127,00	1 701,50
	Watchman or Caretaker (Millinery)	2 021,00	123,50	2 144,50	1 715,50
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025 increase the Weekly Wage for those employees by the agreed Wage increase based on the rand value of the 2024 increase, Across-the-Board which is equivalent to 6,1%.					

8.4. In clause 16 substitute the existing expression "Engagements, Terminations, Absence from Work and Transfers in Occupation" for the new expression "Registration of Employees"

8.5. Insert new clause:

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R.H.

[Signature]

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16.1 REGISTRATION OF EMPLOYEES

New employees in the industry, as defined by the Main Agreement, shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing Industry for a 60-day period subject to the following:

- a. All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.
- b. The Council levy contributions for those new employees, by both employer and employee, becomes payable once the probationary period as defined by the chamber agreement is concluded.
- c. Employees shall be paid the applicable NBCCMI wage rates as gazetted.
- d. All other NBCCMI levies, social funds and payments become payable after the 60-day period has lapsed or expired.



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

Existing	New
16.1	16.2
16.2	16.3
16.3	16.4
16.4	16.5
16.5	16.6
16.6	16.7
16.7	16.8
16.8	16.9
16.9	16.10
16.10	16.11

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

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Clause No.	New 2024/2025	New 2024/2025
4(12)	1 September 2024	1 September 2025
22(2)(a)	R3.99	R4.23
22(2)(b)	R6.41	R6.80
26(4)(b)	R16.65	R17.67
26(4)(b)	R19.87	R21.08
26(4)(b)	R21.67	R22.99
26(4)(b)	R36.99	R39.25
26(4)(b)	R36.99	R39.25
26(4)(b)	R36.99	R39.25
27(3)	59 cents	63 cents
27(4)	85 cents	91 cents
38(5)	39 cents	41 cents
39(3)	67 cents	71 cents
41(1)	31 August 2025	31 August 2026
41(1)	1 September 2024	1 September 2025



8.8. Insert new clause no. 52:

EMPLOYMENT EQUITY ACT – CODE OF GOOD PRACTICE

The code of Good Practice on the Prevention and Elimination of Harassment in the Workplace as set out in Annexure F to this agreement shall be the policy in the industry.

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

9.1. In clause 1(2)(b), substitute the new expression "R143 154.00 per annum" for the existing expression "R134 916.00 per annum".

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

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WAGES		GROUP A		GROUP B	
DESCRIPTION		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	
Part A - Cutting Department					
Head Cutter		2741.50	2193.00	2753.00	2202.50
Pattern Maker:					
(a)	Qualified	2741.50	2193.00	2753.00	2202.50
(b)	Learner				
	First year				
	First six months of experience	1650.50	1320.50	1658.50	1327.00
	Second six months of experience	1793.00	1434.50	1802.00	1441.50
	Second year				
	First six months of experience	1944.00	1555.00	1953.00	1562.50
	Second six months of experience	2094.50	1675.50	2103.50	1683.00
	Third year				
	First four months of experience	2258.50	1807.00	2266.00	1813.00
	Thereafter, the wage specified in (a), i.e.	2741.50	2193.00	2753.00	2202.50
Pattern Grader					
(a)	Qualified	2265.00	1812.00	2274.50	1819.50
(b)	Learner				
	First year				
	First six months of experience	1556.00	1245.00	1562.50	1250.00
	Second six months of experience	1650.50	1320.50	1658.50	1327.00
	Second year				
	First six months of experience	1740.50	1392.50	1748.00	1398.50
	Second six months of experience	1837.00	1469.50	1846.00	1477.00
	Third year				
	First six months of experience	1944.00	1555.00	1953.00	1562.50
	Next four months of experience	2049.50	1639.50	2057.50	1646.00
	Thereafter, the wage specified in (a), i.e.	2265.00	1812.00	2274.50	1819.50
Cutter, lay-maker:					
(a)	Qualified	2189.00	1751.00	2200.00	1760.00
(b)	Learner				
	First year				
	First six months of experience	1427.00	1223.58	1432.00	1223.58



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WAGES		GROUP A		GROUP B	
DESCRIPTION		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	Second six months of experience	1548.50	1239.00	1556.00	1245.00
	Second year				
	First six months of experience	1675.00	1340.00	1677.00	1341.50
	Second six months of experience	1804.50	1443.50	1813.00	1450.50
	Third year				
	First six months of experience	1956.00	1565.00	1963.00	1570.50
	Next four months of experience	2189.00	1751.00	2200.00	1760.00
Interlining cutter, trimmer, leather cutter and tie cutter					
(a)	Qualified	1658.00	1326.50	1662.50	1330.00
(b)	Learner				
	First year				
	First six months of experience	1304.00	1223.58	1305.50	1223.58
	Second six months of experience	1362.00	1223.58	1364.50	1223.58
	Second year				
	First six months of experience	1423.50	1223.58	1428.00	1223.58
	Second six months of experience	1483.50	1223.58	1485.50	1223.58
	Third year				
	First four months of experience	1548.50	1237.00	1549.00	1239.00
	Thereafter, the wage specified in (a) i.e.	1658.00	1326.50	1662.50	1330.00
(c)	If advanced to learner cutter:				
	First six months from date of advancement	1772.50	1416.00	1779.50	1423.50
	Second six months from date of advancement	1956.00	1565.00	1963.00	1570.50
	Thereafter, the wage specified for a qualified cutter, i.e.	2189.00	1751.00	2200.00	1760.00
Layer-up:					
(a)	Qualified	1453.50	1223.58	1459.50	1223.58
	First year				
	First six months of experience	1271.00	1223.58	1277.00	1223.58
	Second six months of experience	1304.00	1223.58	1305.50	1223.58
	Second year				

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WAGES		GROUP A		GROUP B	
DESCRIPTION		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	First six months of experience	1346,50	1223,58	1351,00	1223,58
	Thereafter, the wage specified in (a), i.e.	1453,50	1223,58	1459,50	1223,58
(b)	If advanced to learner cutter:				
	First six months	1453,50	1223,58	1459,50	1223,58
	Second six months	1675,00	1340,00	1677,00	1341,50
	Third six months	1804,50	1443,50	1813,00	1450,50
	Fourth six months	1956,00	1565,00	1963,00	1570,50
	Thereafter, the wage specified for a qualified cutter, i.e.	2189,00	1751,00	2200,00	1750,00
Clicker:					
(a)	Qualified	1701,00	1361,00	1707,00	1365,50
(b)	Learner				
	First year of experience	1333,50	1223,58	1336,50	1223,58
	Second year of experience	1483,50	1223,58	1485,50	1223,58
	Thereafter, the wage specified in (a), i.e.	1701,00	1361,00	1705,50	1364,50
Tracer:					
(a)	Qualified	1611,00	1289,00	1616,00	1293,00
(b)	Learner				
	First year				
	First six months of experience	1333,50	1223,58	1336,50	1223,58
	Second six months of experience	1407,50	1223,58	1410,50	1223,58
	Second year				
	First six months of experience	1474,50	1223,58	1483,50	1223,58
	Thereafter, the wage specified in (a), i.e.	1611,00	1289,00	1616,00	1293,00
Part B - Factory Operatives					
Clothing machine mechanic:					
(a)	Qualified	2741,50	2193,00	2753,00	2202,50
(b)	Learner				
	First year				
	First six months of experience	1850,50	1320,50	1858,50	1327,00
	Second six months of experience	1793,00	1434,50	1802,00	1441,50
	Second year				
	First six months of experience	1944,00	1555,00	1953,00	1562,50



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WAGES DESCRIPTION		GROUP A		GROUP B	
		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	Second six months of experience	2094,50	1675,50	2103,50	1683,00
	Third year				
	First six months of experience	2256,50	1807,00	2266,00	1815,00
	Next four months of experience	2422,50	1938,00	2430,50	1944,50
	Thereafter, the wage specified in (a), i.e.	2741,50	2193,00	2753,00	2202,50
Grade A employee:					
(a)	Qualified	1793,00	1434,50	1802,00	1441,50
(b)	Learner				
	First year				
	First six months of experience	1338,00	1223,58	1346,00	1223,58
	Second six months of experience	1420,00	1223,58	1427,00	1223,58
	Second year				
	First six months of experience	1494,50	1223,58	1501,00	1223,58
	Second six months of experience	1570,50	1256,50	1576,50	1261,00
	Third year				
	First four months of experience	1658,00	1326,50	1662,50	1330,00
	Thereafter, the wage specified in (a), i.e.	1793,00	1434,50	1802,00	1441,50
Grade B employee:					
(a)	Qualified	1519,50	1223,58	1539,00	1231,00
(b)	Learner				
	First year				
	First six months of experience	1338,00	1223,58	1338,00	1223,58
	Second six months of experience	1383,50	1223,58	1388,00	1223,58
	Second year				
	First six months of experience	1426,50	1223,58	1434,00	1223,58
	Thereafter, the wage specified in (a), i.e.	1519,50	1223,58	1539,00	1231,00
(c)	If advanced to Grade A employee:				
	First six months	1519,50	1223,58	1539,00	1231,00
	Second six months	1529,50	1223,58	1548,50	1239,00
	Third six months	1596,00	1276,50	1623,00	1296,50
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	1778,50	1423,00	1765,00	1412,00



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WAGES		GROUP A		GROUP B	
DESCRIPTION		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Grade C employee:					
(a)	Qualified	1420.00	1223.58	1427.00	1223.58
(b)	Learner				
	First year				
	First six months of experience	1298.50	1223.58	1301.50	1223.58
	Second six months of experience	1332.50	1223.58	1333.50	1223.58
	Thereafter, the wage specified in (a), i.e.	1420.00	1223.58	1427.00	1223.58
(c)	If advanced to Grade B employee:				
	First six months from date of advancement	1420.00	1223.58	1427.00	1223.58
	Second six months from date of advancement	1432.00	1223.58	1436.50	1223.58
	Thereafter, the wage specified for a qualified Grade B employee, i.e.	1556.00	1245.00	1562.50	1250.00
Underpresser, blocker:					
(a)	Qualified	1432.00	1223.58	1436.50	1223.58
(b)	Learner				
	First year				
	First six months of experience	1271.00	1223.58	1277.00	1223.58
	Second six months of experience	1304.00	1223.58	1305.50	1223.58
	Second year				
	First six months of experience	1346.50	1223.58	1351.00	1223.58
	Second six months of experience	1432.00	1223.58	1436.50	1223.58
(c)	If advanced to learner presser:				
	First six months	1432.00	1223.58	1436.50	1223.58
	Second six months	1658.00	1326.50	1662.50	1330.00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	1793.00	1434.50	1802.00	1441.50
Part C - Clerical employees					
Clerk					
(a)	Qualified	1956.00	1565.00	1963.00	1570.50
(b)	Learner				
	First year of experience	1502.50	1223.58	1509.00	1223.58

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WAGES DESCRIPTION		GROUP A		GROUP B	
		Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 01 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	Second year of experience	1619,50	1295,50	1629,00	1303,00
	Third year of experience				
	First six months of experience	1742,00	1393,50	1752,50	1402,00
	Thereafter, the wage specified in (a), i.e.	1956,00	1585,00	1963,00	1570,50
Factory Clerk					
(a)	Qualified	1526,00	1223,58	1530,00	1224,00
(b)	Learner				
	First year of experience	1269,00	1223,58	1271,00	1223,58
	Second year of experience	1335,50	1223,58	1338,00	1223,58
	Third year				
	First six months of experience	1417,00	1223,58	1420,00	1223,58
	Thereafter, the wage specified in (a), i.e.	1526,00	1223,58	1530,00	1224,00
Part D - General					
Boiler attendant		1459,50	1223,58	1462,50	1223,58
Despatch packer		1497,50	1223,58	1502,50	1223,58
General Worker		1415,50	1223,58	1428,00	1223,58
Labourer		1432,00	1223,58	1436,50	1223,58
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	1556,50	1245,00	1563,00	1250,50
(b)	2 720 kg and over	1740,50	1392,50	1748,00	1398,50
Supervisor, quality controller and instructor		1637,00	1469,50	1646,00	1477,00
Traveler's driver		1556,50	1245,00	1563,00	1250,50
Watchman or caretaker, whose ordinary hours of work are -					
(a)	less than 60 hours per week	1603,00	1282,50	1611,50	1289,00
(b)	60 hours per week	1675,00	1340,00	1677,00	1341,50

NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025, Increase the Weekly Wage for those employees by the agreed Wage Increase based on the rand value of the 2024 Increase, Across-the-Board, which is equivalent to 6,1%.

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9.3. In clause 16 substitute the existing expression "Engagements, Terminations, Absence from Work and Transfers in Occupation" for the new expression "Registration of Employees".

9.4. In clause 16 insert new clause:

1. REGISTRATION OF EMPLOYEES

New employees in the industry, as defined by the Main Agreement, shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing Industry for a 60-day period subject to the following:

- a. All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.
- b. The Council levy contributions for those new employees, by both employer and employee, becomes payable once the probationary period as defined by the chamber agreement is concluded.
- c. Employees shall be paid the applicable NBCCMI wage rates as gazetted.
- d. All other NBCCMI levies, social funds and payments become payable after the 60-day period has lapsed or expired.



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

Existing	New
16.1	16.2
16.2	16.3
16.3	16.4
16.4	16.5
16.5	16.6
16.6	16.7
16.7	16.8
16.8	16.9
16.9	16.10
16.10	16.11

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

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Clause No.	New 2024/2025	New 2025/2026
4(12)	1 September 2024	1 September 2025
22(2)(a)	R4.33	R4.59
22(2)(b)	R6.32	R6.71
27(3)	55 cents	58 cents
27(4)	85 cents	90 cents
38(5)	39 cents	41 cents
39(3)	75 cents	80 cents
41(1)	31 August 2025	31 August 2026
41(1)	1 September 2024	1 September 2025

9.7. Insert new clause no. 52:

EMPLOYMENT EQUITY ACT – CODE OF GOOD PRACTICE

The code of Good Practice on the Prevention and Elimination of Harassment in the Workplace as set out in Annexure F to this agreement shall be the policy in the industry.

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

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

AGES	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 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
DESCRIPTION	R	R	R	R
Part A - Cutting Department				

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AGES		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		Wage per week from 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
Pattern Maker:					
(a)	Qualified	3624,50	2899,50	3638,50	2911,00
(b)	Learner				
	First year				
	First six months of experience	2030,50	1624,50	2036,00	1629,00
	Second six months of experience	2242,00	1793,50	2249,00	1799,00
	Second year				
	First six months of experience	2451,00	1961,00	2463,00	1970,50
	Second six months of experience	2676,50	2141,00	2689,00	2151,00
	Third year				
	First six months of experience	2920,00	2336,00	2932,00	2345,50
	Next four months of experience	3149,50	2519,50	3165,50	2532,50
	Thereafter, the wage specified in (a), i.e.	3624,50	2899,50	3638,50	2911,00
Pattern Grader					
(a)	Qualified	2923,00	2338,50	2935,00	2348,00
(b)	Leamer				
	First year				
	First six months of experience	1906,50	1525,00	1919,50	1535,50

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AGES		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		Wage per week from 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 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	2030,50	1624,50	2036,00	1629,00
	Second year				
	First six months of experience	2147,50	1718,00	2162,00	1729,50
	Second six months of experience	2302,50	1842,00	2313,00	1850,50
	Third year				
	First six months of experience	2451,00	1961,00	2463,00	1970,50
	Next four months of experience	2610,00	2088,00	2623,00	2098,50
	Thereafter, the wage specified in (a), i.e.	2923,00	2338,50	2935,00	2348,00
Football Jersey Cutter					
(a)	Qualified	2032,00	1625,50	2041,00	1633,00
(b)	Learner				
	First year				
	First six months of experience	1526,00	1223,58	1530,00	1224,00
	Second six months of experience	1617,50	1294,00	1623,00	1298,50
	Second year				
	First six months of experience	1701,00	1361,00	1710,00	1368,00
	Second six months of experience	1791,50	1433,00	1801,50	1441,00
	Third year				

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AGES	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 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
DESCRIPTION	R	R	R	R
First four months of experience	1879,50	1503,50	1887,00	1509,50
Thereafter, the wage specified in (a), i.e.	2032,00	1625,50	2041,00	1633,00
Layer-up				
(a) Qualified	1752,00	1401,50	1758,00	1406,50
(b) Learner				
First year				
First six months of experience	1474,50	1223,58	1481,00	1223,58
Second six months of experience	1526,00	1223,58	1530,00	1224,00
Second year				
First six months of experience	1593,00	1274,50	1601,00	1281,00
Thereafter, the wage specified in (a), i.e.	1752,00	1401,50	1758,00	1406,50
Part B - Factory Operatives				
Grade A employee:				
(a) Qualified	2242,00	1793,50	2249,00	1799,00
(b) Learner				
First year				

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AGES		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		Wage per week from 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
	First six months of experience	1576,50	1261,00	1582,50	1266,00
	Second six months of experience	1700,00	1360,00	1707,00	1365,50
	Second year				
	First six months of experience	1816,00	1453,00	1823,00	1458,50
	Second six months of experience	1906,50	1525,00	1919,50	1535,50
	Third year				
	First four months of experience	2032,00	1625,50	2041,00	1633,00
	Thereafter, the wage specified in (a), i.e.	2242,00	1793,50	2249,00	1799,00
Grade B employee:					
(a)	Qualified	1914,50	1531,50	1922,00	1537,50
(b)	Learner				
	First year				
	First six months of experience	1554,00	1243,00	1562,00	1249,50
	Second six months of experience	1635,00	1308,00	1641,50	1313,00
	Second year				
	First six months of experience	1718,00	1374,50	1724,00	1379,00
	Thereafter, the wage specified in (a), i.e.	1914,50	1531,50	1922,00	1537,50

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AGES		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		Wage per week from 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
(c)	If advanced to Grade A employee:				
	First six months from date of advancement	1914,50	1531,50	1922,00	1537,50
	Second six months from date of advancement	1971,50	1577,00	1980,50	1584,50
	Third six months from date of advancement	2032,00	1625,50	2041,00	1633,00
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	2242,00	1793,50	2249,00	1799,00
Grade C employee:					
(a)	Qualified	1700,00	1360,00	1707,00	1365,50
(b)	Learner				
	First year				
	First six months of experience	1522,00	1223,58	1529,00	1223,58
	Second six months of experience	1565,50	1252,50	1573,00	1258,50
	Thereafter, the wage specified in (a), i.e.	1700,00	1360,00	1707,00	1365,50
(c)	If advanced to Grade B employee:				
	First six months from date of advancement	1700,00	1360,00	1707,00	1365,50
	Next six months from date of	1718,00	1374,50	1724,00	1379,00

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AGES	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 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
DESCRIPTION	R	R	R	R
advancement				
Thereafter, the wage specified for a qualified Grade B employee, i.e.	1914,50	1531,50	1922,00	1537,50
Part C - Clerical employees				
Clerk				
(a) Qualified	2466,50	1973,00	2478,50	1983,00
(b) Learner				
First year	1822,00	1457,50	1827,00	1461,50
Second year	1979,00	1583,00	1988,00	1590,50
Third year				
First four months of experience	2163,00	1730,50	2173,00	1738,50
Thereafter, the wage specified in (a), i.e.	2466,50	1973,00	2478,50	1983,00
Factory Clerk				
(a) Qualified	1850,50	1480,50	1860,50	1488,50
(b) Learner				
First year	1474,50	1223,58	1481,00	1223,58
Second year	1571,50	1257,00	1579,50	1263,50

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AGES		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		Wage per week from 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		R	R	R	R
	Third year				
	First four months of experience	1700,00	1360,00	1707,00	1365,50
	Thereafter, the wage specified in (a), i.e.	1850,50	1480,50	1860,50	1488,50
Part D - General					
	Boiler attendant	1757,50	1406,00	1767,00	1413,50
	Despatch packer	1816,00	1453,00	1823,00	1458,50
	General Worker	1700,00	1360,00	1707,00	1365,50
	Labourer	1718,00	1374,50	1724,00	1379,00
	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	1816,00	1453,00	1823,00	1458,50
(b)	exceeds 1 360 but not 2 720 kg	1885,50	1508,50	1893,00	1514,50
(c)	exceeds 2 720 kg	2147,50	1718,00	2162,00	1729,50
	Supervisor, quality controller and instructor	2302,50	1842,00	2313,00	1850,50
	Traveller's driver	1885,50	1508,50	1893,00	1514,50
	Watchman or caretaker, whose ordinary hours of work are -				

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AGES	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 1 Sept 2025 - 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
DESCRIPTION	R	R	R	R
(a) less than 60 hours per week	1959,00	1587,00	1967,50	1574,00
(b) 80 hours per week	2055,00	1644,00	2067,00	1653,50

NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025, increase the Weekly Wage for those employees by the agreed Wage Increase based on the rand value of the 2024 increase, Across-the-Board, which is equivalent to 6,1%.

10.2. In clause 16 substitute the existing expression "Engagements, Terminations, Absence from Work and Transfers in Occupation" for the new expression "Registration of Employees"

10.3. Insert new clause:

1. REGISTRATION OF EMPLOYEES

New employees in the industry, as defined by the Main Agreement, shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing Industry for a 60-day period subject to the following:

- All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.
- The Council levy contributions for those new employees, by both employer and employee, becomes payable once the probationary period as defined by the chamber agreement is concluded.
- Employees shall be paid the applicable NBCCMI wage rates as gazetted.

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[Signature]

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- d. All other NBCCMI levies, social funds and payments become payable after the 60-day period has lapsed or expired.

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

Existing	New
16.1	16.2
16.2	16.3
16.3	16.4
16.4	16.5
16.5	16.6
16.6	16.7
16.7	16.8
16.8	16.9
16.9	16.10
16.10	16.11



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

Clause No.	Existing 2024/2025	New 2025/2026
4(11)	1 September 2024	1 September 2025
22(2)(a)	R3.99	R4.23
22(2)(b)	R6.41	R6.80
26(4)(b)	R16.65	R17.67
26(4)(b)	R19.87	R21.08
26(4)(b)	R21.67	R22.99
26(4)(b)	R36.99	R39.25
26(4)(b)	R38.99	R39.25
26(4)(b)	R36.99	R39.25
27(3)	59 cents	63 cents
27(4)	86 cents	91 cents
38(5)	39 cents	41 cents

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Clause No.	Existing 2024/2025	New 2025/2026
39(3)	67 cents	71 cents
41(1)	31 August 2025	31 August 2026
41(1)	1 September 2024	1 September 2025

10.6. Insert new clause no. 52:

EMPLOYMENT EQUITY ACT – CODE OF GOOD PRACTICE

The code of Good Practice on the Prevention and Elimination of Harassment in the Workplace as set out in Annexure F to this agreement shall be the policy in the industry.

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

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



Category / Occupation		In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage (Non-Metro A)		All Other Areas (Non-Metro B)	
		Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Category A					
	0 - 6 months	1 347.00	1 295.55	1 316.00	1 295.55
	Thereafter	1 442.00	1 295.55	1 359.00	1 295.55
Category B					
	0 - 6 months	1 345.50	1 295.55	1 319.50	1 295.55
	7 - 12 months	1 408.50	1 295.55	1 358.00	1 295.55
	13 - 18 months	1 474.50	1 295.55	1 396.50	1 295.55

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Category / Occupation		In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage (Non-Metro A)		All Other Areas (Non-Metro B)	
		Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	Thereafter	1 562.00	1 295.55	1 443.50	1 295.55
Category C					
	0 - 6 months	1 390.50	1 295.55	1 325.00	1 295.55
	7 - 12 months	1 529.50	1 295.55	1 407.00	1 295.55
	13 - 18 months	1 671.50	1 337.00	1 489.00	1 295.55
	19 - 22 months	1 806.00	1 445.00	1 579.00	1 295.55
	Thereafter	1 944.50	1 555.50	1 667.00	1 333.50
Category D					
	0 - 6 months	1 390.50	1 295.55	1 325.00	1 295.55
	7 - 12 months	1 493.00	1 295.55	1 387.50	1 295.55
	13 - 18 months	1 631.50	1 305.00	1 448.00	1 295.55
	19 - 22 months	1 698.00	1 358.50	1 507.00	1 295.55
	Thereafter	1 913.50	1 531.00	1 646.50	1 317.00
Category					
	0 - 6 months	1 460.50	1 295.55	1 367.50	1 295.55
	7 - 12 months	1 622.50	1 298.00	1 463.50	1 295.55
	13 - 18 months	1 809.50	1 447.50	1 580.00	1 295.55
	19 - 22 months	1 993.00	1 594.50	1 700.00	1 360.00
	Thereafter	2 191.50	1 753.00	1 825.00	1 460.00



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Category / Occupation	In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage (Non-Metro A)		All Other Areas (Non-Metro B)	
	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Band Knife Cutter				
0 - 6 months	1 336.50	1 295.55	1 315.50	1 295.55
7 - 12 months	1 442.00	1 295.55	1 355.00	1 295.55
13 - 18 months	1 540.00	1 295.55	1 416.00	1 295.55
19 - 22 months	1 650.50	1 320.50	1 479.50	1 295.55
Thereafter	1 816.50	1 453.00	1 588.50	1 295.55
Clerical				
0 - 6 months	1 371.00	1 295.55	1 316.50	1 295.55
7 - 12 months	1 501.50	1 295.55	1 391.00	1 295.55
13 - 18 months	1 607.50	1 295.55	1 453.00	1 295.55
Thereafter	1 846.00	1 477.00	1 601.00	1 295.55
Assistant Head Cutter	2 127.00	1 701.50	1 785.00	1 428.00
Head Cutter	2 569.50	2 055.50	2 070.50	1 656.50
Foraperson	2 303.00	1 842.50	1 949.50	1 559.50
Watchperson	1 600.50	1 295.55	1 450.00	1 295.55
Driver 1 (454kg)	1 526.00	1 295.55	1 408.00	1 295.55
Driver 2 (454 - 2722kg)	1 632.50	1 306.00	1 469.50	1 295.55
Driver 3 (2722 - 4540kg)	1 843.50	1 475.00	1 600.50	1 295.55
Driver 4 (4540kg)	2 152.50	1 722.00	1 802.00	1 441.50



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Category / Occupation	In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage (Non-Metro A)		All Other Areas (Non-Metro B)	
	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2025 to 31 Aug 2026	New Employees on Incentivised Scheme Effective 1 Sept 2025 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with effect from 1 September 2025 increase the Weekly Wage for those employees by the agreed Wage Increase based on 2024-2025 Rand value equivalent to 6.1% in Non-Metro A and Non-Metro B. Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW				



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

Clause No	Existing 2024/2025	New 2025/2026
32(2)	R5.03	R5.34
32(2)	R6.39	R6.78
32(2)	1 September 2024	1 September 2025
36(6)(a)	82 cents	87 cents
40(1)	31 August 2025	31 August 2026
40(1)	1 September 2025	1 September 2026
Annexure C of Clause 43(5)	27 cents	29 cents

11.3. In clause 13, insert the following new sub-clause (6):

"(6) All employees shall work until their normal lunch break and be paid the full day's wage on the Thursday before Good Friday.

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11.4. In the following table of clauses, substitutes the existing expression for the new expression:

Existing	New
13.1	13.2
13.2	13.3
13.3	13.4
13.5	13.6

11.5. In clause 30 insert the following new sub-clause(1)

"(1) New employees in the industry as defined by the Main Agreement shall be exempted from contributions to the National Bargaining Council for the Clothing Manufacturing for a 60 day period subject to the following:

- (a) All employees shall be registered with the NBCCMI as from the date of completion of their respective probationary period.
- (b) The Council levy contributions for those new employees both by employer and employee, becomes payable once the probationary period as defined by the respective chamber agreement is concluded.
- (c) Employees shall be paid the applicable National Bargaining Council for the Clothing Manufacturing Industry wage rates as gazetted.
- (d) All other National Bargaining Council for the Clothing Manufacturing Industry levies, social funds and payment become payable after the 60 days period has lapsed or expired.



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

Existing	New
30.1	30.2
30.2	30.3
30.3	30.4
30.4	30.5
30.5	30.6
30.6	30.7
30.7	30.8
30.8	30.9

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30.9

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11.7. Insert a new clause 50

EMPLOYMENT EQUITY ACT AMENDMENTS – CODE OF GOOD PRACTICE

The Code of Good Practice on the Prevention and Elimination of Harassment in the Workplace as set out in Annexure F to this agreement shall be the policy in the industry.

Signed at PAROV on behalf of the Parties this 30 day of
SEPTEMBER 2025



Marthie Raphael
MARTHIE RAPHAEL
Chairperson

Signed at Johannesburg on behalf of the Parties this 30 day of
SEPTEMBER 2025

Chantal Naidoo
CHANTAL NAIDOO
General Secretary

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NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY

HEAD OFFICE

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NATIONAL MAIN COLLECTIVE AGREEMENT

PART I: PROVISIONS FOR THE NON-METRO AREAS

Herewith follows the preamble and Part I of the Agreement published under Government Notice No R.252 in Government Gazette No 37509 of 14 April 2014.

Amended/Extended/Re-Enacted/ Corrected/Renewed	Government Notice	Government Gazette	Date of Publication
Re-Enacted, Amended & Extended	R.230	38582	20.03.2015
Re-Enacted, Amended & Extended	R.989	39300	16.10.2015
Extension Notice to 31/08/22	R.197	40661	03.03.2017
Re-Enacted, Amended & Extended	R.198	40661	03.03.2017
Re-Enacted, Amended & Extended	R.504	41633	18.05.2018
Re-Enacted, Amended & Extended	R.100	42204	01.02.2019
Re-Enacted, Amended & Extended	R.80	42979	31.01.2020
Re-Enacted, Amended & Extended	R.421	44572	14.05.2021
Re-Enacted, Amended & Extended	R.1643	45696	24.12.2021
Re-Enacted, Amended & Extended	R.2848	47669	09.12.2022

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DISCLAIMER

Whilst every care has been taken to ensure that this Consolidated Agreement is accurate in all respects, the Council does not accept responsibility for any inaccuracy or deviation from the original text of the Agreements as published under the Government Notices listed on the front cover of this document.

The text of the agreement, amendments thereto and correction notices where applicable, as published in the abovementioned Government Notices are binding in terms of each thereof.

REGIONAL CHAMBERS:

CAPE

Industria House
350 Victoria Road
Salt River 7925
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Woodstock 7915
Tel: 021 460 4000
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KWAZULU NATAL

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NORTHERN

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NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY
NATIONAL MAIN COLLECTIVE AGREEMENT
PART I: PROVISIONS FOR THE NON-METRO AREAS

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 252

14 April 2014

LABOUR RELATIONS ACT, 1995

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



I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32 (2), read with section 32(5)(a) and (b) 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 14 March 2014 and for the period ending 31 August 2017.

M N OLIPHANT
MINISTER OF LABOUR

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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
Eastern Province Clothing Manufacturers' Association
South African Apparel Association
South African Clothing Manufacturers' Association
Transvaal Clothing Manufacturers' Association



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

Southern African Clothing and Textile Workers' Union

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

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1. SCOPE OF APPLICATION

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. PERIOD OF OPERATION OF THIS AGREEMENT

- (1) This agreement is binding on the parties hereto from 1 September 2018 until 31 August 2024 unless the parties agree otherwise in writing.
- (2) The parties record that they intend to request the Minister of Labour to extend this agreement to non-parties in the Clothing Industry in terms of section 32 of the Labour Relations Act 66 of 1995. The period of operation of this agreement in respect of non-parties will be determined by the Minister.

3. SPECIAL PROVISIONS

The provisions contained in clauses 11, 1(1) and (5), 14.6(5) of Part A; clauses 23A (1) and (5) and 34 (5) of Part B; clauses 4 (7), 27 (1) and (4) and 38 (5) of Part C; clauses 22 (5), 25 (1) and 26A (1) and (2) of Part D; clauses 13A (1) and (2) and 28 (5) of Part E; clauses 14 (1) and (5) and 37 (5) of Part F; clauses 14 (1) and (5) and 37 (5) of Part G; clauses 14(1) and (5) and 37 (5) of Part H and clauses 34 (5) and 46 of Part I of the Agreement published under Government Notice R. 252 of 14 April 2014 (hereafter refer to as the "Former Agreement"), shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

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The provisions contained in clauses 3 to 10, 11.1 (2) to (4), 11.1 (2) to 14.4A, 14.5 to 14.6 (4) and 14.6 (6) to 18, 22 of Part A; clauses 3 to 19A, 20 to 22, 23A (2) to (4), 24 to 34 (4) and 34 (6) to 41 of Part B; clauses 3 to 4 (6), 4 (8) to 23A, 24 to 26, 27 (2) and (3), 27 (5) to 38 (4) and 38 (6) to 46 of Part C; clauses 3 to 19A, 20 to 22 (4), 22 (6) to 24, 25 (2) to (12) and 26A (3) to 34 of Part D; clauses 3 to 12, 13A (3) to 16A, 17 to 28 (4) and 28 (6) to 36 of Part E; clauses 3 to 11 (4)(a), 11 (5) to 13, 14 (2) to (4), 15 to 37 (4) and 37 (6) to 48 of Part F; clauses 3 to 11 (4)(a), 11 (5) to 13, 14 (2) to (4), 15 to 19A, 20 to 37 (4) and 37 (6) to 48 of Part G; clauses 3 to 11 (4)(a), 11 (5) to 13, 14 (2) to (4), 15 to 19A, 20 to 37 (4) and 37 (6) to 48 of Part H; clauses 3 to 34 (4) and 34 (6) to 45 and 47 of Part I of the Former Agreement, shall apply to employers and employees.

Original Agreement signed at Cape Town on behalf of the Parties on **24th February 2014**.

Latest amendments signed by the Chairperson and General Secretary on behalf of the Parties on **13th October 2021**.

MARTHIE RAPHAEL
Chairperson

PAUL C WILD
General Secretary



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PART I : PROVISIONS FOR THE NON-METRO AREAS

1. SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT

- (1) The terms of this part of the Agreement shall be observed in the Clothing Industry –
- (a) by all employers who are members of the employer organisations and who are engaged in the Clothing Industry and by all employees who are members of the trade union and who are employed in the said Industry and by any employers' organisation and its members which may be admitted to membership of the Bargaining Council during the currency of this part of the Agreement;
 - (b) in all areas of the Republic of South Africa excluding those areas or Magisterial Districts covered by the scopes of the Bargaining Councils which amalgamated on 23 May 2002 to establish the current National Bargaining Council for the Clothing Manufacturing Industry, including which are detailed below and excluding also those garment knitting establishments which fall within the scope of the main collective agreement for the Northern Region (Knitting) as set out below and also those clothing establishments which fall within the scope of the Main Collective Agreement for the Northern Region (Clothing) and the Fund Collective Agreement for the Northern Region, as detailed below. The exclusions so referred to are as follows:
 - (i) In the Province of the Eastern Cape -
 - (aa) Port Elizabeth, including that portion of Hankey which, prior to the publication of Government Notice No. 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth, including that portion which was transferred by the publication of Government Notice No. 1687 of 5 September 1975 to Uitenhage and excluding that portion of Hankey which was transferred by Government Notice No. R. 1974 of 26 September 1980 to Port Elizabeth; and
 - (bb) East London, including that portion which was transferred to Mdantsane by Government Notice No. 1481 of 27 August 1971, excluding those portions of the Ciskei that were transferred to East London by Government Notice No. 1877 of 4 September 1981 and Government Notice No. 1079 of 10 June 1988 and including that portion that was transferred to Ciskei by Government Notice No. 2354 of 5 October 1990.
 - (ii) In the Province of Kwazulu-Natal -

The Magisterial Districts of Chatsworth, Durban, Inanda, Lower Tugela, Pietermaritzburg and Pinetown;
 - (iii) In the Province of the Free State -

The Magisterial Districts of Bloemfontein, Frankfort, Kroonstad, Parys and Vredefort;
 - (iv) In the Province of the Northern Cape -

The Magisterial District of Kimberley;
 - (v) In the Province of Gauteng -



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- (aa) in respect of garment knitting establishments which fall within the scope of application of the Main Collective Agreement for the Northern Region (Knitting) –

The Magisterial Districts of Alberton, Benoni, Germiston, Johannesburg and Roodepoort as well as only those portions of the City of Tshwane, including only those portions of the Southern Pretoria Metropolitan Substructure, the Central Pretoria Metropolitan Substructure and the Northern Pretoria Metropolitan Substructure established in terms of the Premier of the Province of PWV Proclamation No 38 of 1994 published in Provincial Gazette Extraordinary No 5064 of 8 December 1994 as amended by the Premier's Notice No 43 of 1995 published in Provincial Gazette Extraordinary No 66 of 1 September 1995, which previously made up the 'municipal area of Pretoria' as such existed immediately prior to the establishment of the Transitional Metropolitan Council with Transitional Metropolitan Substructures in respect of the Greater Pretoria Metropolitan Area published under aforementioned Proclamation No 38 of 1994;

- (bb) in respect of the scope of application of the Main Collective Agreement for the Northern Region (Clothing) and Fund Collective Agreement for the Northern Region –

The Province of the Transvaal, as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), but only in respect of clothing establishments which fall within the scope of application of the Main Collective Agreement for the Northern Region (Clothing) and the Fund Collective Agreement for the Northern Region;

- (vi) In the Province of the Western Cape -

The Magisterial Districts of Bellville, George, Goodwood, Malmesbury (including that portion from which the Magisterial District of Moorreesburg was constituted on 29 November 1985 by Government Notice 2649), Simon's Town, Somerset West, Strand, The Cape, Worcester and Wynberg, including those portions of the Magisterial Districts of Bellville, Goodwood, Simon's Town and Wynberg that were used to create the Magisterial District of Mitchell's Plain on 2 March 1992.

- (c) Insofar as those areas or Magisterial Districts covered by the scopes of the Bargaining Councils which amalgamated on 23 May 2002 to establish the current National Bargaining Council for the Clothing Manufacturing Industry are concerned, should one or more Magisterial Districts have been inadvertently omitted from sub-clause (b) (i) – (vii) above, the overriding test as to whether a particular Magisterial District is excluded from the provisions of this part of the Agreement or not, is whether such Magisterial District was covered by the geographical scope of the Bargaining Councils which amalgamated to form the National Bargaining Council for the Clothing Manufacturing Industry on 23 May 2002.

- (2) Notwithstanding the provisions of sub-clause (1), the terms of this part of the Agreement shall -

- (a) apply in respect of employees for whom wages are prescribed in this part of the Agreement; and
- (b) apply to every employer in the Clothing and Garment Knitting sectors as defined



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herein and to all employees in these sectors save that the terms of this part of the Agreement shall not apply to employees whose basic wages exceed two and a half times the wage rate for a qualified Category B employee or whose occupation is monthly paid and of a managerial, specialist technical or non-production related nature.

- (3) (a) The purpose of this part of the Agreement shall be to establish levels of remuneration and other conditions of employment for employees without seeking to restrict entrepreneurial initiative and employment opportunities.
- (b) Employers employing five (5) or fewer employees shall, upon application to the Council in terms of clause 31 be exempted from this part of the Agreement.
- (c) Where an employer or an employee can satisfy the Council that any of the provisions of this part of the Agreement unduly restrict entrepreneurial initiative and/or employment opportunities such employer or employee may apply to the Council for exemption from those specific provisions in terms of clause 31 of this part of the Agreement.
- (4) Clauses 1 (1) (a), 2 and 34 (5) of this part of the Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade union, respectively.
- (5) The Table of Contents of this Part I of the Main Collective Agreement is as follows:



CLAUSE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT
3.	DEFINITIONS
4.	REMUNERATION
5.	PAYMENT OF REMUNERATION
6.	INFORMATION CONCERNING REMUNERATION
7.	DEDUCTIONS AND OTHER MATTERS CONCERNING REMUNERATION
8.	HOURS OF WORK AND OVERTIME
9.	NIGHT WORK
10.	COMPRESSED WORKING WEEK
11.	AVERAGING HOURS OF WORK
12.	PAYMENT FOR WORK ON A SUNDAY
13.	PUBLIC HOLIDAYS
14.	ANNUAL LEAVE
15.	SICK LEAVE
16.	MATERNITY LEAVE
17.	FAMILY RESPONSIBILITY LEAVE
18.	PIECE-WORK
19.	COMMISSION WORK
20.	PROHIBITION OF EMPLOYMENT
21.	TERMINATION OF CONTRACT OF EMPLOYMENT
22.	SEVERANCE PAY
23.	CERTIFICATE OF SERVICE
24.	UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING
25.	ATTENDANCE REGISTER
26.	WRITTEN PARTICULARS OF EMPLOYMENT

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P.H.

27.	LOG BOOK
28.	KEEPING THIS PART OF THE AGREEMENT
29.	REGISTRATION OF EMPLOYERS.....
30.	REGISTRATION OF EMPLOYEES.....
31.	EXEMPTIONS.....
32.	COUNCIL FUNDS.....
33.	AGENTS
34.	DISPUTE PROCEDURE
35.	TRADE UNION ACCESS TO WORKPLACE
36.	DEDUCTION/PAYMENT OF TRADE UNION SUBSCRIPTIONS OR LEVIES
37.	TRADE UNION'S REPRESENTATIVES ON THE COUNCIL
38.	DISPUTES IN REGARD TO ORGANISATIONAL RIGHTS
39.	TERMS AND CONDITIONS MORE FAVOURABLE
40.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION
41.	ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING
42.	PROVIDENT FUND CONTRIBUTIONS
43.	INDUSTRY PROTECTION FUND (Annexure C)
44.	HIV/AIDS (Annexure A)
45.	CONTRACT EMPLOYEES (Annexure D)
46.	CLOSED SHOP
47.	WORKING IN ARRANGEMENTS.....
48.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES
49.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (Annexure E).....



2. PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT

This part of the Agreement shall come into operation on the same date as fixed by the Minister of Labour in terms of Clause 2 of this Agreement.

3. DEFINITIONS

Any expressions used in this part of the Agreement which are defined in the Act shall have the same meaning as in the Act. Any reference to an Act includes any amendments of such Act, and, unless the contrary intention appears, any reference to one gender shall include the other, further, unless inconsistent with the context -

In this part of the Agreement any word or expression to which a meaning has been assigned in the Basic Conditions of Employment Act, 1997, has the meaning so assigned, unless the context indicates otherwise -

"Act" means the Labour Relations Act, 1995;

"agreement" includes a collective agreement;

"Bespoke Tailoring Industry" means the making of outer garments for and to the measurements of individual persons but excludes the making of tailored outer garments for the execution of special measure orders from dealers whose customers' measurements are taken by or are the responsibility of such dealers and the making of all classes of garments including quantity production tailoring made to the order of any department in the national or provincial sphere of government; Transnet and the South African Airways or local government;

"CCMA" means the Commission for Conciliation, Mediation and Arbitration established in

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terms of section 112 of the Labour Relations Act, 1995:

"Clothing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the making of all classes of the under mentioned items of Apparel /Clothing/Garments:

Belts (manufactured from cloth), Braces, Brassieres, Caps, Collars, Corsetry, Cumberbunds, Gloves, Handkerchiefs, Hats, Hosiery (including ladies' stockings, pantihose and socks), Knitted Outerwear, Knitted Underwear, Nightwear (including pyjamas), Outerwear, Protective wear (including overalls and wetsuits), Scarves, Shirts, Suspenders, Ties (including bowties), and Underwear;

A. and includes:

1. all operations incidental thereto and consequent thereon and all succeeding processes or operations performed in connection therewith carried on by such employers and any of their employees irrespective of the process or method used in such making and irrespective of whether such processes or operations are performed on the premises of such employers, or elsewhere;
2. all types of hand sewing operations (including beading and embroidery), whether by hand and/or machine, on garments and/or parts of garments and irrespective of whether or not such operations are performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
3. any of the aforementioned items made for quantity production tailoring made to the order of any government department, provincial administration, S A Airways, Telkom, Transnet or local authority;
4. any part(s) of garments whether by means of a knitting process or otherwise;
5. design room services, irrespective of whether or not such services are provided by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
6. fully-fashioned and/or semi-fashioned garments knitted on circular, flat or full-fashioned machinery;
7. screen process printing on garments and parts of garments performed in a clothing, textile and/or knitting establishment;
8. tailored outer garments for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers;
9. the changing of labels, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
10. the making of button holes, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
11. the ironing of garments and/or parts of garments irrespective of whether or not such ironing is done in the establishment in which such items were manufactured or in an establishment or by persons undertaking such work on newly manufactured garments on behalf of such employers and any of their employees;
12. the making up of garments from knitted fabric in the establishment in which the fabric was knitted;
13. the making up of sample garments and/or parts of garments, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
14. the marking-in and/or cutting of garments or parts of garments, irrespective of whether or not such operation(s) are performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees; and
15. the packing of garments and/or parts of garments irrespective of whether or not such packing is done in the establishment in which such items were manufactured or in an establishment or by persons undertaking such work with newly manufactured garments on behalf of such employers and any of their employees.



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B. but excludes:

1. Belts, Braces, Garters, Suspenders and Armlets manufactured from leather;
2. Boxing Gloves.
3. retail dressmaking, i.e. the making of single garments to the measurement of individual persons;
4. retail millinery, i.e. the making of hats in shops for sale in such shops and the making of single hats to the measurement of individual persons;
5. Tailor-made garments for individual persons, provided such garments are not manufactured in a factory.

"clothing sector" means the Clothing Industry excluding the Garment Knitting sector;

"commission work" means any system under which an employee receives additional remuneration calculated on the value or volume of sales effected or on the value or number of orders submitted to and accepted by the employer;

"complying employer" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the National Bargaining Council, which has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union, employer subscriptions or who has implemented a signed Council-approved arrears repayment plan and who has registered all permanent and contract employees with the Council;



"daily wage" means an employee's weekly wage divided by the number of days on which he or she ordinarily works in a week;

"day" means a period of 24 hours measured from the time when the employee normally commences work;

"emergency work" means work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work;

"employee" means an employee as defined in s213 read with s200A of the Act;

"establishment" means any premises or part thereof, on or in connection with which one or more employees are employed in the clothing and garment knitting sectors;

"Exemptions Committee" or "Regional Exemptions Committee" means, for the purposes of this part of the Agreement, the Executive Committee of the Council or the Exemptions Committee established for purposes of considering applications for exemption received in terms of clause 31 of this part of the Agreement;

"experience" means the total period of employment an employee has had in the Bespoke Tailoring or the Clothing and Garment Knitting Industry, whether within the Republic of South Africa or elsewhere, in any capacity other than as a driver of a motor vehicle, or a mechanic, and shall include -

- (a) in the case of a clerical employee, all periods of employment which such employee has had as a clerical employee, irrespective of the trade, industry or undertaking in which such experience was gained;
- (b) in the case of a presser or folder who has been in the laundry trade, seeking employment as a presser, ironer or folder in the clothing industry, half of his or her total experience in the laundry trade;
- (c) in the case of all other employees, each completed period of six months' training in any work similar to that for which wages are set out in this part of the Agreement;

"fully fashioned garment" means a garment of which the form or body, body and sleeve, or sleeves, back and front, are fully shaped on a knitting machine;

"garment knitting sector" means that sector of the industry in which employers and

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employees are associated for the making only of all classes of hosiery (including socks, ladies' stockings and pantihose), knitted outerwear and knitted underwear;

"hourly wage" means an employee's weekly wage divided by his weekly ordinary hours of work;

"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 scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), shall only be regarded as incapacity during any period in respect of which no disability payment is payable in terms of that Act.

"laundry trade" means the trade in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics or articles made from such fabrics, including all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

"law" includes the common law;

"Level B Compliance" means an employer who:

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



"medical practitioner" means -

- (a) a person entitled to practice as a medical practitioner in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No 50 of 1974); or
- (b) a traditional healer;

"midwife" means a person registered or enrolled to practice as a midwife in terms of section 16 of the Nursing Act, 1978 (Act No. 50 of 1978);

"month" means a calendar month;

"monthly wage" means an employee's weekly wage multiplied by four and a third;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any times spent by the driver on work connected with the vehicle or the load and all periods during which he or she is obliged to remain at his or her post in readiness to drive.

"new employer" means a business newly established in the clothing and garment knitting sector, during the first 12 months of its existence in the sector; Provided that if an existing business undergoes a change of name or ownership (including a change of directors, members or partners) while largely retaining the same employees and/or clients, it shall not be regarded as a new employer. [See also the proviso to clause 4(1)].

"night work" means work performed after 18:00 and before 06:00 the next day;

"non-metro" means all areas in the Republic of South Africa except those excluded in clause 1(1)(b) of this part of the Agreement;

"ordinary hours of work" means the hours of work prescribed in clause 8 but if by agreement between an employer and the employee the latter works a lesser number of ordinary hours, it means such shorter hours;

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"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work, including overtime worked on a Sunday;

"public holiday" means all public holidays declared as such in terms of the Public Holidays Act, 1994 (Act No. 36 of 1994);

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

"regional chamber" means a Chamber or Sub-Chamber appointed by the Council;

"remuneration" means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for any other person, including the State, and "remunerate" has a corresponding meaning;

"retail dressmaking" means the making of single garments for girls and women to the measurement of individual persons, not as special measure orders from dealers whose customers' measurements are taken by or are the responsibility of such dealers;

"retail millinery" means the making of hats in shops for sale in such shops and the making of hats to the measurements of individual persons;

"short time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, vagaries of the weather, a breakdown of plant or machinery or buildings that are unfit for use or is or are in danger of becoming unfit for use;

"wage" means that amount of money payable to an employee in terms of clause 4(1) in respect of his or her 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 clause 4, it means such higher amount, and "weekly wage" has a corresponding meaning;

"week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls;

"work place" means any place where employees work;

Definitions of the occupations, capacities and duties of employees in the Clothing Industry which encompasses the Clothing and Garment Knitting Sectors thereof:

(a) Definitions of the occupations, capacities and duties of employees in the Clothing Sector Only

- (i) "Category A Employee" means an employee engaged in any one or more of the following duties or capacities in the clothing sector:

"assistant storeperson" means an employee other than a labourer who, under the supervision of a storeperson, assists in issuing or receiving goods;

"belt operator" means an employee engaged in riveting buckles, bending belt buckles, punching holes for buckles and prongs, pressing prongs into buckles, stapling buckles onto belt;

"belt person" means an employee other than a learner mechanic, engaged in fixing machine belts, oiling bearings, filling oil cans and similar work and assisting the establishment's mechanic;

"boiler attendant (Clothing)" means an employee under the supervision of a foreperson or factory manager, who is responsible for maintaining the water level and steam pressure of a boiler in an establishment, and who may stoke, rake, slice and draw the fire in such boiler;

"box maker" means an employee engaged in operating a cardboard box-making machine;

"buckle coverer" means an employee engaged in covering buckles by hand or machine and/or trimming and cleaning belts after lining and belt have been machined together;

"cleaner (Clothing)", means an employee engaged in cutting or trimming off loose ends of cotton left in the garments by previous operators;

"coat-turner" means an employee engaged in turning coat facings out after machining;

"despatch packer" means an employee who, under the supervision of a foreperson or



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clerical employee, is wholly or mainly engaged in making up orders and in packing goods for transport, including the sealing of cellophane bags by hand or machine, or delivering in connection with the despatch department of an establishment;

"eyelet puncher" means an employee engaged in eyelet punching and letting;

"former" means an employee engaged in putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process and shall include putting prepared formers in steam box and taking them out again in hand or loom pleating;

"general worker (Clothing)" means an employee who is engaged in one or more of the following occupations:

- (a) binding, wiring or strapping boxes or bales or other containers;
- (b) carrying or stacking goods;
- (c) delivering letters or messages or light parcels within the factory premises;
- (d) folding or inserting mail, affixing postage stamps or labels for posting;
- (e) general gardening work;
- (f) loading or unloading vehicles, trailers or international standard containers;
- (g) making and serving tea or similar beverages and washing crockery, cutlery and kitchen utensils;
- (h) marking, stencilling or affixing labels on boxes, bales or other containers by hand;
- (i) mixing rubber solution for rubberised garments;
- (j) mopping or washing of toilet facilities;
- (k) operating a duplicating or addressograph or franking machine;
- (l) sweeping with a broom or dusting and wiping down chairs and tables;
- (m) washing or polishing of floors and staircases by machine or by hand.



"hat presser" means an employee operating an automatic hydraulic hat press used solely for shaping hats;

"hat sprayer" means an employee engaged in spray painting hats,

"ironer" means an employee engaged in the ironing of fusible interlinings with hand iron positioning and spot fusing of fusible interlinings with special machine;

"layer-up" means an employee engaged in laying up materials by hand or machine preparatory to cutting;

"marker" means an employee engaged in marking the position of pockets, buttons and/or button holes;

"operator" means an employee who operates a -

- (a) hand operated button-covering machine;
- (b) a shrinking press;
- (c) a semi-automatic or automatic fusing machine;
- (d) semi-automatic press stud-machine; or
- (e) zip machine.

"packer (Clothing)" means an employee engaged in packing garments into boxes or other suitable wrappings or tying them into bundles prior to their being sent to the dispatch department;

"patent turner" means an employee engaged in turning out or over the edges of collars, facings, bands, cuffs, pockets or flaps whether by hand or machine;

"pinner" means an employee engaged in pinning unfinished or finished garments;

"pleater" means an employee engaged in guiding material with paper through automatic pleating machine and shall include raking material out of looms in hand or loom pleating process;

"plain sewer (Clothing)" means an employee engaged solely in performing by hand one or more of the following operations:-

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- (a) tacking permanent turn-ups;
- (b) tacking waistband linings;
- (c) sewing on hooks and eyes, tickets or press studs;
- (d) fastening catch in tops of trousers;
- (e) sewing on buttons;
- (f) making and sewing on hangers;
- (g) felling crutch linings in trousers;
- (h) felling bottoms and waist-band linings, and various odds and ends of sewing;
- (i) felling necks of vests;
- (j) fastening edge slays and odds and ends of sewing;
- (k) felling bottoms of linings or seams of same already basted into position;
- (l) felling bindings;
- (m) fastening facings inside already basted in position;

"**rubberiser**" means an employee engaged in rubberising, i.e. waterproofing processes or the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller, cleaning off any rubber solution, painting seams or oilskins and waterproof hats, and shall include spreading of P V C (plastic solution) in waterproofing process or on raincoats and protective wear and waterproofing seams;

"**sorter (Clothing)**" means an employee engaged in sorting out garments or parts of garments for the various operations;

"**stamper**" means an employee engaged in stamping the size or identity work numbers on garments or parts of garments, or on any article connected with packaging or despatching of garments;

"**swatch cutter**" means an employee engaged in cutting travellers' swatches;

"**winder (Clothing)**" means an employee engaged in the winding or unwinding of lace, embroidery, braids, ribbons, bindings and elastic;

"**under-presser**" means an employee other than a presser employed in pressing processes.



(ii) "**Category B Employee**" means an employee engaged in one or more but not limited to the following duties or capacities in the clothing sector:

"**baster**" means an employee engaged in hand sewing in setting a coat or parts of a coat into position preparatory to other operations or underbasting, i.e. hand sewing of linings of coats into position preparatory to sewing the edge seams;

"**bowmaker**" means an employee engaged in making bows for dresses;

"**clicker**" means an employee who cuts out parts of garments from dyes using a mechanical or hydraulic press;

"**conveyor-feeder**" means an employee responsible for feeding prepared parts of garments on to a conveyor for further operations and who may be assisted by one or more sorters;

"**cutter (Clothing)**" means an employee who cuts out all articles of wearing apparel, linings, trimmings or interlinings by any method;

"**examiner (Clothing)**" means an employee who examines finished garments for quality;

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

- (a) calculating piece-work or bonus payments from production schedules;
- (b) checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by another employee;
- (c) checking or recording for production control;
- (d) checking invoices or other documents and copying same by machine or hand;
- (e) issuing machine parts, tools, oil and other equipment from a workshop store and/or recording same;

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

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

"finisher" means an employee who performs one or more of the following operations by hand:

- (a) putting pads or wadding into shoulders of coats;
- (b) fastening or serging sleeve-heads;
- (c) wadding sleeve-heads;
- (d) felling silk facings already basted into position;
- (e) making button-holes by hand;
- (f) felling sleeve-head linings, holding such in position with the fingers;
- (g) beader or embroiderer by hand.



"fitter-up" means an employee who takes the outside of garments together with the cut out linings (called trimmings) and adjusts the outside and insides together accurately so that parts may go forward to the machine to be put together correctly;

"folder" means an employee engaged in the folding of garments by machine or by hand and buttoning up of garments;

"lace machinist" means an employee who operates an automatic lace, embroidery or monogramming machine;

"lay copier" means an employee engaged in placing of numbered patterns on a lay to conform with a numbered photograph, diagram or plan;

"NES" means an employee not elsewhere specified in this part of the Agreement;

"pleating setter" means an employee engaged in setting of pleats on automatic pleating machines;

"presser (Clothing)" means an employee employed in pressing the finished garment by hand or machine;

"seam welder" means an employee who joins seams by any method other than by a thread-sewing machine;

"sewing machinist (Clothing)" means an employee who performs by sewing machine any operation in the making of clothing;

"shaper (Clothing)" means an employee engaged in shaping the lapels and collars of coats preparatory to under basting;

"sloper" means an employee engaged in marking or trimming the shape of the necks in the shirt section, preparatory to other operations.

(b) **Occupations, capacities and duties of employees in the Garment Knitting Sector Only:**

- (i) **"Category C Employee"** means an employee engaged in any one or more of the following capacities or duties in the garment knitting Sector:

"assistant dyer" means an employee who, under the supervision of a dyer, is engaged in

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mass-measuring or mixing colour substances or attending or operating machines used in the dyeing or finishing processes:

"colouring measurer" means an employee who, under the supervision of a dyer, mass-measures dye-stuff or other chemicals;

"handyperson" means an employee in a garment knitting establishment who does minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not perform work normally done by an artisan;

"knitter" means an employee who operates one or a set of knitting machines and who may change needles, sliders and sinkers and straighten tricks, including chain and card control and running on after press-offs;

"knitting cutter " means an employee who by means of a power-driven cutting machine, knife or shears is engaged in cutting garment lengths, fronts, backs or sleeves of fully fashioned garments or trimmings, who marks or cuts attachments, points of necks or armholes or trimmings and who may use a template for this purpose;

"linker" means an employee who is engaged in operating a linking machine for toe-closing of stockings or socks or for joining parts of fully fashioned garments or attaching trimmings to fully fashioned garments or parts of garments;

"loader" means an employee engaged in the transferring of stitches onto the needles of a bar or magazine;

"mender" means an employee who is engaged in repairing knitting faults in garments or parts of garments, blanks, stockings or socks;

"plain sewer (Knitting)" means an employee engaged solely in performing by hand one or more of the following operations:

- (a) tacking permanent turn-ups; tacking waistband linings;
- (b) sewing on hooks and eyes, tickets and/or press studs;
- (c) fastening catch in tops of trousers;
- (d) sewing on buttons;
- (e) making and sewing on hangers;
- (f) felling crutch linings in trousers;
- (g) felling bottoms and waist-band linings, and various odds and ends of sewing;
- (h) felling necks of vests;
- (i) fastening edge stays and odds and ends of sewing;
- (j) felling bottoms of linings or seams of same already basted into position;
- (k) felling bindings and fastening facings inside already basted in position.

"sewing machinist (Knitting)" means an employee who by means of a sewing machine is engaged in any operation in the making of clothing including button, buttonhole and hemming machinist and shall include an employee who operates an overlocking machine;

"warper" means an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam;

"warp knitter" means an employee operating one or a set of warp knitting machines and who may correct faults, change or straighten needles, fill bars or make minor adjustments to such machines.

- (ii) **"Category D Employee"** means an employee engaged in any one or more of the following capacities or duties in the garment knitting sector division:

"backwinder" means an employee who recovers yarn from a knitted article by winding it back onto a bobbin, comb, magazine or spool;

"boiler attendant (Knitting)" means an employee who, under supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler;



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"cleaner (Knitting)" means an employee engaged in cutting or trimming off loose ends of cotton or cloth left on garments or parts of garments by previous operators;

"despatch packer" means an employee who, under the supervision of a despatch clerk, is engaged in packing, assembling, marking, addressing and mass-measuring goods for despatch or delivery;

"draw threader" means an employee who separates knitted articles by removing the drawthread;

"examiner (Knitting)" means an employee who examines finished garments for quality;

"former" means an employee who is engaged in placing or removing stockings, socks or garments on or from forms;

"general worker (Knitting)" means an employee who is engaged in one or more of the following duties:

- (a) binding, wiring or strapping boxes or bales or other containers;
- (b) carrying or stacking goods;
- (c) cutting up or otherwise destroying rejected hosiery or fabrics;
- (d) delivering letters or messages or light parcels within the factory premises;
- (e) folding or inserting mail, affixing postage stamps or labels for posting;
- (f) general gardening work;
- (g) lime-washing or colour-washing buildings or other structures;
- (h) loading or unloading vehicles, trailers or international standard containers;
- (i) making or maintaining fires, or removing refuse or ashes;
- (j) making and serving tea or similar beverages and washing crockery, cutlery and kitchen utensils;
- (k) marking, stencilling or affixing labels on boxes, bales or other containers by hand;
- (l) mixing rubber solution for rubberised garments;
- (m) mopping or washing of toilet facilities;
- (n) operating a duplicating or addressograph or franking machine;
- (o) sweeping with a broom or dusting and wiping down chairs and tables;
- (p) washing or polishing of floors and staircases by machine or by hand.



"operator" means an employee who is an operator of a -

- (a) calendar machine;
- (b) slitting machine;
- (c) brushing, raising or cropping;
- (d) dye machine;
- (e) dyeing or hydro-extracting machine.

"packer (Knitting)" means an employee engaged in closing or sealing parcels and cartons prior to despatch and delivery;

"presser (Knitting)" means an employee who is engaged in the ironing or pressing of finished garments by hand or machine, excluding open steam pressing or boarding of garments on automatic continuous steam belts;

"runner" or "floorwalker" means an employee engaged in carrying garments or parts of garments from one place to another within the workplace;

"sampler" means an employee engaged in the making up of sample cards;

"seamer" means an employee who is engaged in joining seams in stockings or socks by means of a seaming machine;

"sorter (Knitting)" means an employee who is engaged in sorting or grading hosiery into pairs according to length and size or sorting trimmings, materials or parts of fully fashioned garments;

"turner" means an employee engaged in turning out or over the edges of collars, facings, bands, cuffs, pockets or flaps whether by hand or machine;

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"yarn changer" (pig tailor) means an employee who is responsible for loading and unloading the yarn on knitting machines, or an employee who brings yarn to and from the machines, removes fabric and cleans the machines and may stop the machine to change the yarn and may restart the machine only if he or she stopped the machine for the purpose of changing the yarn and shall not carry out any other functions of the knitting machine operator.

"yarn winder" means an employee who is engaged in operating a yarn-winding machine;

(c) **Occupations, capacities and duties of employees in the Clothing and Garment Knitting Sectors:**

"Category E Employee" means an employee engaged in any one or more of the following duties or capacities:

"assistant foreperson" means an employee who under the supervision of a foreperson, is in charge of the employees, other than clerks, storepersons and dyers, in an establishment, who exercises control over such employees and who is responsible to the foreperson for the efficient performance by them and their duties;

"dyer" means an employee who is responsible for and engaged in dyeing or other finishing processes and who decides on the nature, mass, blending and application of the dyes or other chemicals to be used;

"mechanic" means an employee engaged in the installation, repair and maintenance of boilers and machinery;

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

"supervisor" means an employee who, under the supervision of a foreperson is in charge of a group of employees in an establishment and who is responsible for the efficient performance by them of their duties and who may supervise set leaders or team leaders.



(d) **Other occupations, capacities and duties of employees in the Clothing and Garment Knitting Sectors:**

"assistant head cutter" means a person who assists the head-cutter in creating designs, styles, fashions and in making patterns, grading patterns and planning cutting jobs;

"band knife cutter" means an employee who cuts out all articles of wearing apparel, linings, trimmings or interlinings with a band knife;

"clerk" means an employee who is engaged in:

- (a) writing, typing and filing;
- (b) operating a calculating machine, computer terminal, punch-card machine or accounting machine;
- (c) any other clerical work and includes a cashier, despatch clerk, storeperson, shipping clerk, invoice clerk, workstudy clerk and telephone switchboard operator but does not include any other class of employee elsewhere defined, even though clerical work may form part of such an employee's work.

"foreperson" means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to his/her care in a factory or a department of a factory.

"head cutter" means a person who actively supervises the cutting room and designs, styles and fashions makes patterns, grades patterns and who plans cutting jobs;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any times spent by the driver on work connected with the vehicle or the load and all periods during which he or she is obliged to remain at his or her post in readiness to drive;

"watchperson" means an employee engaged in guarding premises, buildings or other property.

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(1) **Minimum wages:** Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW. The minimum wages which an employer shall pay to employees shall be as specified herein: Provided that if a new employer, as defined in clause 3, has been engaged in the industry for a period of not more than 12 months, such wages may be reduced by not more than 10 per cent during such period, whereafter the minimum wages specified herein shall become payable:

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Category / Occupation		In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch, and Uitenhage (Non-Metro A)		All Other Areas (Non-Metro B)	
		Wage per week from 1 Sept 2022 to 31 Aug 2023	New Employees on Incentivised Scheme Effective 1 Sept 2022 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2022 to 31 Aug 2023	New Employees on Incentivised Scheme Effective 1 Sept 2022 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
Category D					
	0 - 6 months	1 155,00	1 044,00	1 101,00	1 044,00
	7 - 12 months	1 240,00	1 044,00	1 152,00	1 044,00
	13 - 18 months	1 355,00	1 084,00	1 202,50	1 044,00
	19 - 22 months	1 410,50	1 128,50	1 252,00	1 044,00
	Thereafter	1 589,50	1 271,50	1 368,00	1 094,50
Category E					
	0 - 6 months	1 213,00	1 044,00	1 136,00	1 044,00
	7 - 12 months	1 347,50	1 078,00	1 216,00	1 044,00
	13 - 18 months	1 503,00	1 202,50	1 312,00	1 049,50
	19 - 22 months	1 655,50	1 324,50	1 411,50	1 129,00
	Thereafter	1 820,50	1 456,50	1 516,00	1 213,00
Band Knife Cutter					
	0 - 6 months	1 110,00	1 044,00	1 075,00	1 044,00
	7 - 12 months	1 197,50	1 044,00	1 125,50	1 044,00
	13 - 18 months	1 279,50	1 044,00	1 176,00	1 044,00
	19 - 22 months	1 371,00	1 097,00	1 229,00	1 044,00
	Thereafter	1 509,00	1 207,00	1 317,50	1 054,00
Clerical					
	0 - 6 months	1 138,50	1 044,00	1 091,50	1 044,00
	7 - 12 months	1 247,00	1 044,00	1 155,50	1 044,00



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Category / Occupation		In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch, and Uitenhage (Non-Metro A)		All Other Areas (Non-Metro B)	
		Wage per week from 1 Sept 2022 to 31 Aug 2023	New Employees on Incentivised Scheme Effective 1 Sept 2022 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)	Wage per week from 1 Sept 2022 to 31 Aug 2023	New Employees on Incentivised Scheme Effective 1 Sept 2022 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
	13 - 18 months	1 335,00	1 068,00	1 207,00	1 044,00
	Thereafter	1 533,50	1 227,00	1 330,00	1 064,00
Assistant Head Cutter		1 766,50	1 413,00	1 483,00	1 186,50
Head Cutter		2 134,00	1 707,00	1 720,00	1 376,00
Foreperson		1 913,00	1 530,50	1 619,50	1 295,50
Watchperson		1 329,50	1 063,50	1 204,00	1 044,00
Driver 1 (454kg)		1 267,00	1 044,00	1 167,50	1 044,00
Driver 2 (454 - 2722kg)		1 356,00	1 085,00	1 220,50	1 044,00
Driver 3 (2722 - 4540kg)		1 531,50	1 225,00	1 329,50	1 063,50
Driver 4 (4540kg)		1 787,50	1 430,00	1 497,00	1 197,50
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 based on 7%, in Non-Metro A and Non-Metro B.					
Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW.					

- (2) The metro and non-metro B wage differential shall be narrowed, relative to the KZN metro qualified machinist rate (not the incentivised wage), as follows:

with effect from 1 September 2013:	to 71%
with effect from 1 September 2014:	to 73%
with effect from 1 September 2015 and thereafter):	to 75%

(3) **Incentivised Wage Rates**

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

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

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This means that:

Employees employed before 1 September 2016

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

Employees employed after 1 September 2016

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

Subject to the following provisions:

- 3.1 New employees are those persons with no previous working experience in the industry and shall include those persons with previous work experience but who have not been employed in the industry for a minimum period of 3 years, unless the applicant employee agrees otherwise with his/her prospective employer.
- 3.2 The guaranteed wage rate as specified in sub-clause 3.1 above shall be supplemented with an incentivised wage component which shall allow new employees to earn up to 100% or more of the gazetted rate, provided the employee(s) meets the required performance standards as contained in the plant level incentive scheme. This incentive shall be applicable to all new employees engaged under the incentivised wage provisions and employed after 1 September 2012, once a national framework agreement governing the incentive portion has been agreed.
- 3.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 3.5 below.
- 3.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies which have not implemented the wage increases envisaged in this agreement.

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.
- 3.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.
- 3.6 The closed shop shall be applicable to all new employees.
- 3.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 3.1 above.
- 3.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.
- 3.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 3.2.



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- 3.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.
- 3.11 Effective 1st September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.
- 3.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 3.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.
- 3.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other forms of deadlock breaking mechanisms are agreed between the parties.
- 3.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 3.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.
- 3.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties.
- (4) Basis of contract - For the purposes of this clause the contract of employment of an employee shall be on a weekly basis, and except as provided for in clause 7(4) or where law otherwise permits, he or she shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1), read with the definition of "wage" in clause 3 and with sub-clause (5), for an employee of his or her category in the area in which he or she works. The provisions of this sub-clause are not intended to have the effect that permanent employees are deemed to be, or be regarded as, fixed term contract employees.
- (5) Differential wage - An employer who requires or permits a member of one category of employees to perform work for longer than one hour on any day, either in addition to his or her own work or in substitution therefore, in another category for which:
- (6) a wage higher than that of his or her own category is set out in sub-clause (1), shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; or
- (7) a rising scale of wages terminating in a wage higher than that of his or her own category is set out in sub-clause (1), shall pay to such employee in respect of that day not less than the daily wage calculated on the notch in the rising scale immediately



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above the wage which the employee was receiving for his or her ordinary work:
Provided that -

- (i) this sub-clause shall not apply where the difference between categories in terms of sub-clause (1) is based on experience;
 - (ii) unless expressly otherwise provided in a written contract between an employer and an employee, nothing in this part of the Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another category for which the same or a lower wage is prescribed.
- (8) Calculation of wages- The hourly, daily or monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 3.
- (9) Dual Operations – Where an establishment performs operations in both the garment knitting and clothing sectors of the Industry, the wage schedule to be applied in respect of the following occupations namely-

(a) boiler attendant	Categories	A + D
(b) cleaner	"	A + D
(c) cutter	"	B + C
(d) examiner	"	B + D
(e) general worker	"	A + D
(f) packer	"	A + D
(g) plain sewer	"	A + C
(h) presser	"	B + D
(i) sewing machinist	"	B + C
(j) sorter	"	A + D



shall be that of the sector in respect of which the majority of employees are employed at the establishment.

- (10) Notwithstanding anything to the contrary herein, the wage of an employee who, immediately prior to the date on which this part of the Agreement comes into operation, is in receipt of a wage higher than that specified for the class of work in which he is engaged shall, with effect from the date on which this part of the Agreement comes into operation, be increased by an amount not less than the difference between the wage as agreed by the Parties as at 1 September 2021 and the wage specified for the same class of work in the agreement in force immediately prior to that date.
- (11) Annual Bonus -
- (a) Each employee shall be paid an annual bonus on the day of his employer's annual closure in December each year, equivalent to 1.5% of his annual basic prescribed wage (excluding overtime earnings and production bonuses) calculated from 1 January to 31 December. A pro rata share thereof shall be paid to an employee who leaves employment before 31 December.
 - (b) The bonus is inclusive of and not additional to any annual bonus paid by an employer.
 - (c) An employee shall not suffer a reduction in the amount of the annual bonus as a result of periods of authorised absence from work.
 - (d) A once-off payment equivalent to one (1) day's pay at the rates applicable as at the end of December 2020 shall be paid to all employees by no later than 1st June 2021.

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5. PAYMENT OF REMUNERATION

- (1) An employee, except as provided for in clause 14(6) and (7) shall be paid:
 - (a) weekly or fortnightly;
 - (b) in cash, by cheque or by direct deposit into an account designated by the employee, and in South African currency;
 - (c) remuneration in cash or by cheque -
 - (i) at the workplace or at a place agreed to by the employee;
 - (ii) during the employee's working hours or within 15 minutes of the commencement or conclusion of such hours;
 - (d) remuneration not later than seven days after -
 - (i) the completion of a period for which the remuneration is payable;
 - (ii) the termination of the contract of employment.
 - (e) payment to employees shall not be for periods longer than fortnightly, unless otherwise agreed between the employer and the trade union at plant level. Such agreement shall be in writing.



6. INFORMATION CONCERNING REMUNERATION

- (1) The remuneration shall be in a sealed envelope which shall become the property of the employee, on which must be recorded or which must be accompanied by, a statement showing:
 - (a) the employer's name and address;
 - (b) the employee's name and occupation;
 - (c) the period in respect of which payment is made;
 - (d) the employee's rate of remuneration and overtime rate;
 - (e) the number of ordinary hours worked by the employee during that period;
 - (f) the number of overtime hours worked by the employee during that period;
 - (g) the number of hours worked by the employee on a paid holiday or on a Sunday;
 - (h) the employee's wage;
 - (i) details of any other remuneration arising out of the employee's employment;
 - (j) details of any deductions made; and
 - (k) the actual amount paid to the employee.
- (2) The particulars set out in sub-clause (1) may be coded on the envelope and such code shall be fully set out and explained in an accompanying notice or in a notice kept posted in a conspicuous place in the establishment, accessible to all employees affected thereby.

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- (3) Where the remuneration is deposited into the employee's account the employer shall hand to him or her the statement referred to in sub-clause (1).

7. DEDUCTIONS AND OTHER MATTERS CONCERNING REMUNERATION

- (1) Training fee - Subject to any other law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.
- (2) Purchase of goods - An employer shall not require his or her employee to purchase any goods from him or her or from any shop, place or person nominated by him or her.
- (3) Accommodation - Subject to any other law, an employer shall not require his or her employee to accept accommodation, meals or rations from him or her or from any person or at any place nominated by him or her.
- (4) Deductions - An employer shall not levy any fines against his or her employee nor make any deductions from the employee's remuneration other than the following:
- (a) With the written consent of the employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union;
- (b) A deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (c) Whenever the ordinary hours of work are reduced because of short-time, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour of such reduction: Provided that -
- (i) no deduction shall be made in the case of short time arising from slackness of business or a shortage of raw materials or packing materials unless the employer has given his or her employee notice on the previous workday of his or her intention to reduce the ordinary hours of work;
- (ii) no deduction shall be made in the case of short time owing to vagaries of the weather or a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his or her employee notice on the previous day that no work will be available.
- (iii) Prior to the introduction of short-time, consultation with the Trade Union shall be encouraged.
- (d) with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to:
- (i) any banking institution, building society, insurance business, registered financing institution, local authority in respect of a payment on a loan granted to such employee to acquire a dwelling;
- (ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);



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- (e) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him or her by the employer: Provided that any such deduction shall not exceed one quarter of the total remuneration due to the employee on the pay-day concerned: Provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (d).

8. HOURS OF WORK AND OVERTIME

(1) Exclusions -

- (a) Sub-clauses (3), (4) (5) and (6) shall not apply to an employee while he or she is engaged on emergency work.
- (b) Sub-clause (3) and (4) shall not apply to a watchperson: Provided that if a meal interval is granted to such an employee the time taken up by such interval shall be deemed to be time during which he or she worked;
- (c) Sub-clause (4) shall not apply to a driver or an employee who assists such driver on the vehicle;
- (d) Sub-clause (3), (4), (5) and (6) shall not apply to an employee who is remunerated according to an agreement under clause 19.



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

- (a) 45 in any week from Monday to Saturday, inclusive, and
- (b) subject to subparagraph (i), in the case of an employee who normally works on:
- (aa) not more than five days in a week, nine on any day;
- (bb) more than five days in a week, eight on any day, unless the hours on one day do not exceed five.

(3) Meal Intervals-- An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that:

- (a) such interval may be reduced to not less than half an hour by written mutual agreement between an employer and an employee;
- (b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (e) applies, shall be deemed to be continuous;
- (c) if such interval is longer than one hour any period in excess of one and one quarter hours shall be deemed to be time worked;
- (d) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- (e) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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- (f) a driver who during such interval does not work other than being or remaining in charge of the vehicle or its load shall for the purpose of this sub-clause be deemed not to have worked during such interval;
 - (g) such interval need to be granted to a shift worker during his or her ordinary hours of work on any shift if he or she is given the opportunity during such hours of having a meal while at his or her post in terms of any law.
- (4) **Rest intervals** – An employer shall grant to each of his or her employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: Provided that where an employer grants his or her employee a rest interval of not less than 20 minutes during each morning work period, the afternoon rest interval may be dispensed with.

Except as provided for in sub-clause (3) and (4) all hours of work of an employee on any day shall be consecutive.

(5) **Daily and weekly rest periods -**

- (a) An employer must allow an employee:
 - (i) a daily rest period of at least twelve consecutive hours between ending and recommencing work; and
 - (ii) a weekly rest period of at least 36 consecutive hours which, unless otherwise agreed, must include Sunday.
- (b) A daily rest period in terms of sub-clause 5(a) may, by written agreement be reduced to 10 hours for an employee -
 - (i) whose meal interval lasts for at least three hours; or
 - (ii) who is a driver of a motor vehicle or an employee assisting on or accompanying a motor vehicle driven over a distance of more than 480 kms in one direction from the point of departure to the destination, if the ordinary hours of work of such a driver or other member of the vehicle staff, together with any overtime worked, do not exceed 14 hours on any day.
- (c) Despite sub-clause (a)(ii), an agreement in writing may provide for -
 - (i) rest period of at least 60 consecutive hours every two weeks; or
 - (ii) 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.

(6) **Overtime** - An employer shall not require or permit an employee to work overtime otherwise than in terms of an agreement concluded by him or her with the employee and such overtime shall not exceed:

- (a) three hours on any day; or
- (b) 10 hours in any week;

Provided that this limitation shall not apply in respect of the employees referred to in sub-clause (5)(b)(ii).



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- (7) **Payment for overtime** - An employer shall pay an employee, who works overtime, at a rate of not less than one and a half times his or her hourly wage.

9. NIGHT WORK

- (1) An employer may only require or permit an employee to perform night work, if so agreed and if:
- (a) the employee is entitled to and shall receive 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) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must:
- (a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands:
 - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
 - (ii) of the employee's right to undergo a medical examination in terms of paragraph (b);
 - (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards:
 - (i) before the employee starts, or within a reasonable period of the employees starting, such work; and
 - (ii) at appropriate intervals while the employee continues to perform such work; and
 - (iii) transfer the employee to suitable day work within a reasonable time if
 - (iv) the employee suffers from a health condition associated with the performance of night work; and
 - (v) it is practicable for the employer to do so.
- (3) For the purposes of sub-clause (2), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.



10. COMPRESSED WORKING WEEK

- (1) An agreement in writing between an employer and an employee may require or permit the latter to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 8(3), without receiving overtime pay.
- (2) An agreement in terms of sub-clause (1) may not require or permit an employee to work -
- (a) more than 45 ordinary hours of work in any week;

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- (b) more than ten hours' overtime in any week; or
- (c) on more than five days in any week.

11. AVERAGING HOURS OF WORK

- (1) Despite clause 8 (2) and clause 8 (7), the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months.
- (2) An employer may not require or permit an employee 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.

12. PAYMENT FOR WORK ON A SUNDAY

- (1) An employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and one-half times the employee's wage for each hour worked.
- (2) If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of sub-clause (1) is less than the employee's ordinary daily wage, the employer must pay the employee the employee's ordinary daily wage.
- (3) Despite sub-clause (1) and (2), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of sub-clause (1) and (2).
- (4) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work in terms of clause 8, but is taken into account in calculating the overtime worked by the employee in terms of clause 8 (6).
- (5) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.
- (6) An employer must grant paid time off in terms of subclause (3) within one month of the employee becoming entitled to it.
- (7) An agreement in writing may increase the period contemplated by sub-clause (6) to 12 months.



13. PUBLIC HOLIDAYS

- (1) An employer may not require an employee to work on a public holiday except in accordance with an agreement.
- (2) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay:
 - (a) an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;

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- (b) an employee who does work on the public holiday -
 - (i) at least double the amount referred to in paragraph (a); or
 - (ii) if it is greater, the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day.
- (3) If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to -
 - (a) the employee's ordinary daily wage; plus
 - (b) the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.
 - (c) Employers shall pay employees for public holidays that fall on a Saturday
- (4) An employer must pay an employee for a public holiday on the employee's usual pay day.
- (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.



14. ANNUAL LEAVE

- (1) In this clause "annual leave cycle" means the period of 12 months employment with the same employer following -
 - (a) the employee's commencement of work; or
 - (b) the completion of that employee's prior leave cycle.
- (2) Subject to sub-clause (4), an employer shall grant to an employee, and the employee shall take, in respect of an annual leave cycle, leave as follows -
 - (a) a watchperson whose ordinary hours of work -
 - (i) exceeds 48 in a week and who normally works on -
 - (aa) not more than five days in a week, 20 consecutive work-days;
 - (bb) more than five days in a week, 24 consecutive work-days;
 - (ii) do not exceed 48 in a week and who normally works on -
 - (aa) not more than five days in a week, 15 consecutive work-days;
 - (bb) more than five days in a week, 18 consecutive work-days;
 - (b) any other class of employee who normally works on -
 - (i) not more than five days in a week, 15 consecutive workdays;
 - (ii) more than five days in a week, 18 consecutive work-days;
 - (c) an employee who works on an hourly or a daily basis, one hour for every 17


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hours worked; Provided that an employee who normally works on -

- (i) not more than five days in a week, one day for every 153 hours or 17 days worked;
- (ii) more than five days in a week, one day for every 136 hours or 17 days worked.

Provided that an employee who before this part of the Agreement became binding had been entitled to a longer period of annual leave than that prescribed in this sub-clause, shall retain the right to such leave while employed by the same employer;

- (3) The employer shall pay an employee in respect of the leave mentioned in sub-clause (1), in the case of an employee referred to in -

- (a) sub-clause (2) (a) (i), an amount of not less than four times the employee's weekly wage;
- (b) sub-clause (2) (a) (ii) or (2) (b), an amount of not less than three times the employee's weekly wage, no such employee shall be paid less than three weeks wages as annual leave pay;
- (c) sub-clause (2)(c), an amount proportional to the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.



- (4) The leave mentioned in sub-clause (2) shall be granted and be taken, as the case may be, at a time to be fixed by the employer. Provided that -

- (a) if such leave has not been granted and taken earlier, it shall be granted and be taken so as to commence within six months after the completion of the 12 months of employment to which it relates;
- (b) the period of leave shall not be concurrent with any period:
 - (i) of sick leave in terms of clause 15(2) or with absence from work owing to incapacity in the circumstances set out in clause 15 (8)(b) or (c), amounting in the aggregate in any period of 12 months to not more than 15 weeks;
 - (ii) during which the employee is under notice of termination of employment in terms clause 22, or
- (c) an employer may set off against such period of leave any days of occasional leave granted up to a maximum of 7 days per annum on full pay to his employee at such employee's written request during the period of employment to which the annual leave relates;
- (d) when an employer requires an employee to take leave before the expiration of the 12 months of employment to which such leave relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 4, shall pay such employee in respect of such leave an amount of not less than that which the employee would have been entitled to at the date on which the leave would normally have accrued.
- (e) If the employment of an employee referred to in paragraph (d) terminates before the expiration of 12 months in respect of which leave was granted in terms of that paragraph, the employer may set off the difference between the amount paid

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to the employee and the amount to which the employee would have been entitled in terms of sub-clause (7) had leave not been granted to him or her against the remuneration due to such an employee at the termination of the contract.

- (5) The remuneration in respect of the leave mentioned in sub-clause (2), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiration of the leave.
- (6) An employee whose employment terminates during an incomplete leave cycle and who has been in employment for longer than 4 months shall, upon such termination and in addition to any other remuneration which may be due to him or her, be paid one day's remuneration in respect of every 17 days on which he or she worked or was entitled to be paid;

Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of proviso (c) to sub-clause (4).

- (7) An employee who has become entitled to the period of leave mentioned in sub-clause (2), read with sub-clauses (4) (c) and whose employment terminates before such leave has been granted and been taken, shall and with due regard to sub-clause (9), upon such termination be paid the amount he or she would have received in respect of the leave had the leave been granted to and taken by him or her as at the date of the termination.



- (8) For the purposes of this clause:
 - (a) the weekly wage at any date of an employee who is engaged in piecework or commission work shall be his or her average weekly remuneration for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked;
 - (b) "employment" and "period of employment" shall be deemed to include:
 - (i) any period in respect of which an employer pays an employee in lieu of notice in terms of clause 22;
 - (ii) any period amounting in the aggregate in any period of 12 months, to not more than 15 weeks during which an employee is absent
 - (aa) on leave in terms of this clause;
 - (bb) on sick leave in terms of clause 15 (2) or owing to incapacity in the circumstances set out in clause 15 (8)(b) or (c);
 - (cc) at the instance of his or her employer;
 - (dd) with the consent or condonation of his or her employer;
 - (ee) for any other reason that is not in breach of the contract of employment.
 - (iii) previous employment with the same employer if the break in employment is less than one year.
 - (c) employment shall be deemed to commence:
 - (i) in the case of an employee who, before this part of the Agreement become binding, had become entitled to a period of annual leave in terms

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of any law, on the date on which he or she last became entitled to leave under that law;

- (ii) in the case of an employee who was in employment before this part of the Agreement became binding and to whom any law providing for annual leave applied but who had not yet become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
 - (iii) in the case of any other employee, on the date on which such employee entered the employer's service or the date on which this part of the Agreement became binding, whichever is the later;
- (9) (a) Despite 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 his or her establishment for 14 consecutive days or suspend an activity for 14 consecutive days and in that case he or she shall remunerate his or her employee in terms of sub-clause (2) or in terms of paragraph (c) hereof, as the case may be.
- (b) Whenever a paid holiday falls on a day which otherwise would be a work day for an employee and such paid holiday falls within the closed or suspension period referred to in paragraph, (a), another work-day shall be added to the said closed or suspension period as a further period of leave and the employee shall be paid an amount of not less than his or her daily wage in respect of each such day added.
- (c) An employee who, at the date on which an establishment or activity in which he or she is employed is closed or suspended, is not entitled to the full period of annual leave mentioned in sub-clause (2) shall, in respect of any leave due to him, be paid by his or her employer on the basis set out in sub-clause (7), and for the purposes of annual leave thereafter his or her employment shall be deemed to commence on the date of such closing of the establishment or suspension of the activity.
- (10) An employer may not pay an employee instead of granting paid leave in terms of this clause, except upon termination of employment and in accordance with sub-clauses (6) and (7).



15. SICK LEAVE

- (1) For purposes of this clause "sick leave cycle" means the period of 36 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.
- (2) An employee is entitled to an amount of paid sick leave, during every sick leave cycle, equal to the number of days the employee would normally work during a period of six weeks.
- (3) Despite sub-clause (2) during the first six months of employment, an employee is entitled to one day's sick leave for every 26 days worked.
- (4) An employer may, during the employee's first leave cycle, reduce the employee's entitlement to sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).
- (5) If during the a sick leave cycle an employee is absent due to incapacity for longer than

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the number of days sick leave to which he or she is entitled in terms of sub-clause (2) the employer shall not be required to pay the employee for the excess sick leave taken.

- (6) Where an employer in terms of any law pays fees for hospital or medical treatment in respect of an employee, the fees so paid may be set off against the payment of sick leave.
- (7) Payment for any period of absence on sick leave to an employee who is employed on piecework or commission work shall be at the rate of not less than the employee's average remuneration for the last 13 weeks before the start of the sick leave or if a shorter period has been worked, for the number of completed weeks so worked.
- (8) Limitation -

An employer is not required to pay sick leave to an employee in terms of this clause:

- (a) If the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and the employee fails to produce a medical certificate stating the nature and duration of his or her incapacity, after having been requested to do so by the employer.

The medical certificate referred to in this sub-clause must be issued by a medical practitioner or any other person who is certified to diagnose and treat patients and is registered with a professional council established by an Act of Parliament.



- (b) If the employer, at the written request of an employee, makes a contribution that is at least equal to that made by the employee, to any fund or organisation nominated by the employee which in the event of the employee's incapacity in the circumstances set out in this clause would ensure the payment to the employee of an amount not less than the equivalent of his or her wage for any period of such leave in terms of sub-clause (2).
- (c) for any period of incapacity of an employee in respect of which the employer is required by any law to pay to the employee not less than his or her full wage.

Application to occupational accident or diseases -

- (9) This clause shall not apply to inability to work caused by an accident or occupational disease as defined in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), except in respect of any period during which no compensation is payable in terms of that Act.

16. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (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) 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.
- (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.

- (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.
- (6) Notification in terms of sub-clause (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.
- (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:
 - (i) the employee is required to perform night work, as defined in clause 8 or her work poses a danger to her health or safety or that of her child; and
 - (ii) it is practicable for the employer to do so.



17. FAMILY RESPONSIBILITY LEAVE

- (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.
- (2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take -
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick; or
 - (c) 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) Subject to sub-clause (5), an employer must pay an employee for a day's family responsibility leave -
 - (a) the wage the employee would ordinarily have received for work on that day; and

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- (b) on the employee's usual payday.
- (4) An employee may take family responsibility leave in respect of the whole or a part of a day.
- (5) Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in sub-clause (2) for which the leave was required.
- (6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.
- (7) Family Responsibility Leave shall be extended to apply to an employee's spouse or life partner, parent or adoptive parent, grandparent, child or adopted child, grandchild or sibling, with effect from 1 September 2018.

18. PIECE-WORK

- (1) An employer may when engaging an employee or after at least one week's notice if the employee is already in his or her employ, introduce any piece-work system and, except as provided for in clause 7(4), such employer shall pay the employee who is employed on such piece-work system remuneration at not less than the wage mentioned in clause 4(1) for an employee of his or her category and experience, plus the rates applicable under such system.
- (2) An employer shall keep posted up in a conspicuous place in his or her establishment a schedule reflecting the rates referred to in subclause (1) or he or she may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself/herself or on his or her behalf, setting out the said rates.
- (3) An employer shall not require or permit an employee to undertake any work for him or her solely on piece-work basis and any amount payable to an employee in terms of sub-clause (1) shall be aside from and in addition to his or her wage, which shall not be less than the wage mentioned in clause 4(1) for an employee of his or her category and experience.
- (4) An employer who intends to cancel or amend any piecework system in operation, or the rates applicable thereunder shall give an employee not less than one month's notice of such intention: Provided that an employer and an 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.



19. COMMISSION WORK

- (1) An employee who by agreement with an employer undertakes commission work on a regular basis shall be supplied by the employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include -
 - (a) the wage payable to the employee, which shall not be less than the wage mentioned in clause 4(1) for an employee of his or her category and experience, the rate of the commission and the conditions of entitlement thereto;
 - (b) the day of the week or month on which commission earned is due and payable;
 - (c) the type, description, number, quantity or value of sales or orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared

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to accept;

- (d) the day of payment of commission earned by the employee before termination of the contract of employment: Provided that such day of payment shall be no later than the last work-day of the month succeeding the month during which employment was terminated; and
 - (e) where applicable, the area in which the employee is required or permitted to work.
- (2) Except as provided for in clause 7(4), an employer shall pay an employee at not less than the wage and rate of commission agreed upon between them.
 - (3) The employee's wage and commission shall be paid on the day stipulated in the agreement referred to in sub-clause (1), and the provisions of clause 5(1) shall not apply in respect of such payment;
 - (4) An employer shall not require or permit an employee to undertake any work for him or her on the basis of commission only and any amount payable to an employee as commission under an agreement entered into in terms of sub-clause (1) shall be aside from and in addition to the wage stipulated therein.
 - (5) An employer or an employee who intends to cancel or to negotiate for an alteration of an agreement in regard to commission work shall give written notice of such intention, and the period of such notice shall not be less than nor run concurrently with that required to terminate the contract of employment of such employee in terms of clause 21.



20. PROHIBITION OF EMPLOYMENT

- (1) An employer shall not -
 - (a) employ any person under the age of 15 years; or
 - (b) a child who is under the minimum school leaving age in terms of any law, if he or she is 15 years or older.
- (2) An employer shall not employ a child in employment -
 - (a) that is inappropriate for a person of that age;
 - (b) that places at risk the child's wellbeing, education, physical or mental health or spiritual, moral or social development.
- (3) All forced labour is prohibited.

21. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) Despite clause 4(5), an employer or an employee who desires to terminate the contract of employment, shall give -
 - (a) during the first four weeks of employment, not less than one week's notice;
 - (b) after the first four weeks of employment, not less than two week's notice of termination of contract;
- (2) The notice of termination of a contract of employment must be given in writing except when it is given by an employee who is not able to write.

- (3) Where a notice of termination is given to an employee who is unable to read and understand it, the employer must arrange that the notice is explained to the employee in a language that the employee reasonably understands.
- (4) An employer or an employee may terminate the contract of employment without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than in the case of -
- (a) one week's notice, the weekly wage the employee is receiving at the time of such termination;
 - (b) two weeks' notice, the wages the employee is entitled to in the two weeks.
- Provided that this shall not affect -
- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - (ii) the right of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of the Labour Relations Act, 1995 or any other law.
- (5) The notice referred to in sub-clause (1) shall be given on a 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 14;
- (b) on sick leave in terms of clause 15(2);
- (c) owing to incapacity in the circumstances set out in clause 15(3)(b) or (c), amounting in the aggregate to not more than 15 weeks in a period of 12 months;
- (d) on maternity leave in terms of clause 16.

22. SEVERANCE PAY

- (1) For the purposes of this section, operational requirements' means requirements based on the economic, technological, structural or similar needs of any employer.
- (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, calculated in accordance with clause 4.
- (3) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, is not entitled to severance pay in terms of sub-clause (2).
- (4) The payment of severance pay in compliance with this section does not affect an employee's right to any other amount payable according to law.
- (5) If there is a dispute only about the entitlement to severance pay in terms of this clause, the employee may refer the dispute in writing to the Council.

23. CERTIFICATE OF SERVICE

- (1) On termination of employment an employee is entitled to a certificate of service stating-

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- (a) the employee's full name;
- (b) the name and address of the employer;
- (c) a description of any council or sectoral employment standard by which the employer's business is covered;
- (d) the date of commencement and date of termination of employment;
- (e) the title of the job or a brief description of the work for which the employee was employed at date of termination;
- (f) the remuneration at date of termination; and
- (g) if the employee so requests, the reason for termination of employment.

24. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

- (1) An employer shall supply, free of charge, any uniform, overall, gumboots, cap or other protective clothing which he or she is required by any law to provide to an employee or which the employee is required by any law to wear.
- (2) An employer to whom sub-clause (1) does not apply but nevertheless, explicitly or implicitly, requires an employee to wear any such protective clothing shall supply it free of charge.
- (3) Any such protective clothing which has been provided to an employee free of charge shall remain the property of the employer.



25. ATTENDANCE REGISTER

- (1) An employer shall provide in his or her establishment an attendance register substantially in the form and manner as specified by the Council from time to time in which he or she shall record in ink or indelible pencil the name and class of each of his or her employees, and if such employee is unable to write his or her employer shall on his or her behalf for each day worked and for that day make the necessary entries in respect of items (i) to (iv) inclusive of subclause (3) (a), and sign such entries in the presence of a person nominated by the employee.
- (2) An employer may, instead of an attendance register provide a semi automatic time recorder together with the necessary cards, which shall be as nearly as practicable in the form and manner as specified by the Council from time to time and supply to each employee such a card indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used.
- (3) Unless prevented from doing so by unavoidable circumstances, an employee shall in respect of each day worked by him or her and on that day -
 - (a) record in ink or indelible pencil in the attendance register referred to in sub-clause (1):
 - (i) the day of the week;
 - (ii) the time he or she commenced work;
 - (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;

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- (iv) the time of finishing work the day;
 - (v) the time of commencement and termination of overtime worked for the day;
 - (vi) the total number of hours worked for the day; and
 - (vii) his or her signature.
- (b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of sub-clause (2) to show the following:
- (i) the time he or she commenced work;
 - (ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
 - (iii) the time of finishing work for the day.
- (4) An employer shall retain the attendance register referred to in sub-clause (2), as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.



26. WRITTEN PARTICULARS OF EMPLOYMENT

- (1) An employer must supply an employee, when the employee commences employment, with the following particulars in writing -
- (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 or the rate and method of calculating wages;
 - (g) the rate of pay for overtime work;
 - (h) any other cash payments that the employee is entitled to;
 - (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 for a specified period, the date when employment is to terminate.

- (n) any period of employment with a previous employer that counts towards 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.
- (2) When any matter listed in sub-clause (1) changes -
- (a) the written particulars must be revised to reflect the change; and
 - (b) the employee must be supplied with a copy of the document reflecting the change.
- (3) If an employee is not able to understand the written particulars, the employer must ensure that they are explained to the employee in a language and in a manner that the employee understands.
- (4) The employer must keep written particulars in terms of this clause for a period of 12 months after the termination of employment.



27. LOG BOOK

- (1) An employer shall provide his or her driver with a log-book as nearly as practicable in the form and manner as specified by the Council from time to time.
- (2) Every driver shall, in the log-book referred to in sub-clause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the work to which it relates deliver a copy thereof to his employer and the employer shall retain such copy for a period of at least three years subsequent to such delivery.

28. KEEPING OF THIS PART OF THE AGREEMENT

- (1) Every employer on whom this part of the Agreement is binding must -
 - (a) keep a copy of the Agreement available in the workplace at all times;
 - (b) make the copy available for inspection by an employee; and
 - (c) give a copy of the Agreement -
 - (i) to an employee who has paid the prescribed fee; and
 - (ii) free of charge, on request, to an employee who is a trade union representative or a member of a workplace forum.

29. REGISTRATION OF EMPLOYERS

- (1) Every employer who has not already done so in pursuance of a previous agreement at the date of coming into operation of this part of the Agreement and every employer who enters the Industry after that date shall within seven days of such date or on the date on which such employer commenced operations, as the case may be, either electronically as provided on the Council's website, or forward to the General Secretary of the Council, P.O. Box 1142, Woodstock, 7915 or to the Regional Secretary of the Regional Chamber or Sub-Chamber in whose area of responsibility the employer's business falls, by registered post, the following particulars which shall


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be in writing and signed by the employer or a person duly authorised to sign on behalf of the employer:

- (a) The trading name, business address and registered address of the establishment;
 - (b) the full names and residential addresses of all partners and/or directors and/or members;
 - (c) the full name and residential address of the responsible manager;
 - (d) the section or sections of the Industry in which the establishment is engaged;
 - (e) date of commencing operations.
 - (f) the company's or corporation's registration number;
 - (g) the company's or corporation's or partnership's registration number with the South African Revenue Services (SARS);
 - (h) the company's or corporation's or partnership's registration number with the Unemployment Insurance Fund (UIF);
 - (i) a copy of the registration or incorporation certificate of the company or corporation, as the case may be.
- (2) Written notification shall be sent by registered post to the Council by every employer of any alteration in respect of any details supplied in terms of sub-clauses (1) (a) to (e) of this clause, and such notification shall be given within 7 days of such alteration.



30. REGISTRATION OF EMPLOYEES

- (1) No employer shall require his employees to work and no employee shall work in premises other than an establishment provided, equipped, maintained and controlled by such employer, and which shall be registered with the Council in terms of Clause 29 of this part of the Agreement.
- (2) An employer shall not allow any work in the Clothing Industry to be performed in a dwelling-house.
- (3) No employee engaged in the employ of one establishment may perform work in another establishment without first having been discharged by the first establishment and re-registered by the second establishment.
- (4) An employer shall, before engaging an applicant for work, require the applicant to produce a service card issued by the Council. If the applicant is a new entrant into the Clothing Industry or cannot produce a Council service card, the provisions of sub-clause (5) (c) below shall apply.
- (5) Upon engagement, the employer shall-
 - (a) enter in the relevant columns of the service card: the name of his factory, the date of engagement, occupation, wage on engagement and total previous experience and shall retain the card in safekeeping so that it can be dealt with in terms of sub-clause (7) upon termination of service of the employee; and
 - (b) complete a "Registration of Employee" form either electronically as contained on the Council's website, or in triplicate, forward the original to the Regional Chamber in whose area of responsibility the employer's business falls, not later

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than Friday of that week, hand the duplicate copy to the employee and retain the triplicate copy for his records; and

- (c) in the case of an employee who is a new entrant into the Industry or an employee who cannot produce a Council service card -
 - (i) complete the "Registration of Employee" form either electronically as contained on the Council's website, or in triplicate and send the original and duplicate copy together with a copy of the employee's identity document to the Regional Chamber in whose area of responsibility the employer's business falls, where he will be allocated a Council registration number, issued with a Council service card and be registered in the employ of the employer. The triplicate copy shall be retained by the employer for his records;
 - (ii) the employer shall acquire the service card of the employee before he commences work and the employer shall retain same until the employee's services are terminated and the service card is dealt with in terms of sub-clause (4).
- (6) An employer shall forward to the Regional Chamber in whose area of responsibility the employer's business falls, for amendment the service card of any employee who is transferred from one category to another, the latter of which requires a higher rate of remuneration, within seven (7) days of such transfer.
- (7) The service card shall be retained by the employer until the employee leaves his employer, whereupon the employer shall enter on the card the date of termination of employment, the occupation and the rate of pay on termination, and return the card to the employee after signing it.
- (8) On the Friday of the week during which an employee's services are terminated, the employer shall forward to the Regional Chamber in whose area of responsibility the employer's business falls, a report of termination of service stating the reason for the employee's termination of service.
- (9) The Council shall have the power to withdraw any record of service card which is subsequently found to contain incorrect information. The Council shall upon being furnished with the correct information, issue a fresh record card *in lieu* thereof.



31. EXEMPTIONS

- (1) Any business entity, whether a party or non-party to the Council, which is registered with, and falls within, the Council's registered scope for the purposes of this part of the Agreement, may apply to the Council for exemption from any or all of the provisions of this part of the Agreement.
- (2) All applications for exemption must be made in writing on a prescribed form provided by the Council.
- (3) All applications for exemption must be motivated in accordance with the exemption criteria set out in sub-clause (7) below: must be supported by relevant documentation and in addition must contain the following information:
 - (a) The period for which the exemption is sought;
 - (b) The number of employees affected and how many of such employees are members of a registered trade union;

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- (c) The clauses and sub-clauses of the agreement from which the exemption is requested;
 - (d) Satisfactory proof that the applicant has consulted, or will consult, its employees at plant level in respect of the exemption sought, such consultations to include a registered party trade union, where such union has members employed at the workplace, including the response resulting from such consultations.
 - (e) The demonstrable commercial need of the applicant for the exemption sought.
- (4) (a) The General Secretary of the Council or the Regional Secretary of the Regional Chamber concerned, or in their absence any other person designated by the Executive Committee, shall forthwith refer the full exemption application to the Exemptions Committee, which shall have delegated power to deal with such application on behalf of the Council.
- (b) The Exemptions Committee shall consider and determine the application in accordance with the criteria set out in sub-clause (7) below, within 30 days from the date of lodgement of the application with the General Secretary, failing which the application will be deemed to have been refused.
- (c) The Exemptions Committee may call for any further information or submissions as it deems appropriate from the applicant, prior to making a decision. The time period stipulated in sub-clause (b) above, may be extended by agreement between the applicant and the committee by the period the applicant takes to furnish the additional information or submissions.
- (d) The Exemptions Committee may, after considering the application in terms of the provisions and the criteria contained in this clause, grant, partially grant, or reject such application for exemption, and may impose any conditions on the granting or partial granting of any application as it deems fit under the circumstances. If the Applicant is not prepared to accept a partial granting of the application or any conditions imposed by the Exemptions Committee, the application will be deemed to have been refused.
- (e) Subject to the time period for considering the application as provided in sub-clause (b) above, should the Exemptions Committee be unable to agree, the application shall be deemed to have been refused and the reasoning of the members of the committee who wish to reject the application, shall constitute the reasons of the Exemptions Committee for the purposes of sub-clause (j) below.
- (f) The Exemptions Committee shall notify the applicant of its decision within 7 days of such decision having been reached.
- (g) If the application has been granted or partially granted, the Exemptions Committee shall specify the following in its notification to the applicant:
- (i) The conditions, if any, of its approval of the application;
 - (ii) The period for which the exemption(s) will be valid;
 - (iii) The clauses or sub-clauses of the agreement in respect of which exemption was granted or partially granted;
 - (iv) The full name of the exempt employer or employee(s).
- (h) Upon receipt of a written request, the Exemptions Committee shall provide brief written reasons for its decision to grant the exemption to any party which has a interest in the matter.



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- (i) If the application for exemption is rejected or partially approved, the Exemptions Committee shall provide concise written reasons for such rejection or partial approval to the applicant within seven days of its decision: Provided that such reasons given by the Exemptions Committee shall not bind the Independent Exemptions Body (Exemptions Board) in considering any appeal provided for in subclause (5) below, since the latter may make a decision on appeal in accordance with such reasons as he or she deems appropriate, subject to the provisions of this clause insofar as it applies to the Independent Exemptions Body.
 - (5) (a) Any decision of the Exemptions Committee to reject, partially approve or withdraw the application, may be referred on appeal to the Independent Exemptions Body (Exemptions Board) hereby established in terms of the Act and the Constitution of the Council.
- Such application shall be lodged within not more than 30 days of the applicant's being notified of the decision of the Exemptions Committee. The Exemptions Board may condone a late appeal on good cause shown.
- (b) The Exemptions Board shall have the power to levy a fee payable by the appellant and to determine the quantum thereof: Provided that such a fee shall be consistent with-
 - (i) the cost incurred for the hearing of the appeal; and/or
 - (ii) the cost incurred by the Council for the hearing of the appeal where the Exemptions Board is satisfied that such an appeal is without merit.
 - (c) The Exemptions Board shall also have the power to raise a cost order on the applicant in respect of costs incurred by the parties to the appeal where it is satisfied that it will be proper to do on the basis that the appeal is so completely without merit that it would be justified in doing so.
- (6) (a) The Exemptions Board shall consist of a single independent umpire appointed by the parties from a panel selected for this purpose;
 - (b) The Exemptions Board shall determine the procedure to be adopted in determining the appeal;
 - (c) The provisions of sub-clause (4) above shall, read with the changes required by the context, apply equally to the appeal process;
 - (d) The Exemption Board's decision shall be final and binding.
- (7) The applicant shall satisfy the Executive Committee of the Council or the Exemptions Committee, and where applicable, the Exemptions Board that-
 - (a) there is a demonstrable commercial need for the exemption;
 - (b) competitors covered by the Council who are in compliance with the applicable Council Agreements will not be materially prejudiced by the exemption;
 - (c) no infringement of the Basic Conditions of Employment Act or the Labour Relations Act will result if the exemption is granted nor will the application, if granted, result in a conflict with the primary objectives of the Act;
 - (d) the exemption will not undermine collective bargaining and labour peace in the Industry;
 - (e) there has been compliance with subclause (3) above;



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- (f) the majority of affected employees at the plant are in favour of the proposed exemption if it affects wages, benefit fund contributions, or levies and, in such instance, either the employer, or the trade union may request that a ballot be conducted.
- (8) In addition, the Exemptions Committee and the Exemptions Board, when determining applications for exemptions, shall take into account-
- (a) the merits of the written and oral (if any) motivation provided by the applicant, the documentation supporting the application and, in particular, whether the applicant has put up a compelling case for the exemption;
 - (b) whether the applicant firm will constitute a viable concern after the expiry of the exemption;
 - (c) if the exemption sought is from any employee benefit fund, the sufficiency of the alternative benefit proposed by the applicant, including such factors as the cost to the employee, transferability, administration, management, costs, growth and stability;
 - (d) the terms of the exemption sought, including the period thereof;
 - (e) any existing or projected special financial, economic or other circumstances put forward by the applicant as reasons warranting the granting of an exemption, including what economic hardship the applicant will suffer if the applicant is refused: Provided that the Executive Committee of the Council or the Exemptions Committee or the Exemptions Board may require the disclosure of such relevant, verifiable information as it deems fit in this regard;
 - (f) the history of the business entity and/or its shareholders, directors and owners within the Industry, including the period of its operation and in particular whether or not the entity is a new emerging enterprise or a small or medium enterprise (SME); and its history of compliance with Council agreements;
 - (g) any representations made by the employees and/or their representatives, including a registered trade union, the Council or Executive Committee or Exemptions Committee and/or the parties to the Council and/or the relevant Regional Chamber of the Council;
 - (h) any possible alternatives which may be acceptable to the applicant and/or any other interested party in the circumstances;
 - (i) the cost, efficiency and administration of any conditions which the Executive Committee of the Council or the Exemptions Committee or the Exemptions Board may feel it necessary to impose;
 - (j) what cost-saving measures may have been implemented by the applicant other than those in respect of its cost of labour;
 - (k) what hardship may eventuate to employees in the event of the exemption being granted;
 - (l) any relevant time limits contained in the Council's constitution and the Act, and, in particular, that any exemption or partial granting of an exemption shall be for a fixed, stipulated period;
 - (m) any other relevant factors, including any decisions of the Council relevant to exemption applications.



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- (9) (a) An applicant is entitled to apply on the prescribed form to the General Secretary of the Council for the extension of any exemption granted by either the Exemptions Committee or the Exemptions Board. An application for extension shall contain such additional information as may be necessary and required to substantiate the request with reference to the criteria set out in sub-clause (7) above;
- (b) The procedure and requirements for considering and determining an application for extension shall be in accordance with the provisions of sub-clause (4) above read with the changes required by the context.
- (10) Employers employing five or fewer employees shall, upon application to the Council through the General Secretary, be exempted from the provisions of this part of the Agreement.

32. COUNCIL FUNDS

- (1) The employer and the employee NBC Levy contribution shall be converted to a percentage-based contribution.
- (2) The following table shall be used in determining the new NBC levy contributions:



Employees	Employers
Payable by THE EMPLOYEE by means of a deduction from an employee's wages: Calculated at 0,37% of a qualified machinist's rate of pay in "other areas" as defined in the attached wage schedule (This equates to R4,44 with effect from 1 st September 2022)	Payable by THE EMPLOYER: Calculated at 0,47% of a qualified machinist's rate of pay in "other areas" as defined in the attached wage schedule (This equates to R5,64 with effect from 1 st September 2022)

- (3) The total so deducted together with an equal amount which shall be contributed by the employer shall be forwarded together with a list showing Council registration numbers of employees detailing particulars of contributions, to the General Secretary of the Council, or Regional Secretary of the Regional Chamber of this Council in whose area of responsibility the employer's business falls to reach him no later than 14 days after the end of each calendar month.
- (4) Should any amount due in terms of subclause (1) not be received by the Regional Chamber by the 14th day after the date on which it is payable, the employer shall pay weekly interest on such amount or such lesser amounts as remain unpaid, calculated at the ruling prime overdraft rate plus two % per annum: Provided that the Regional Chamber shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.
- (5) In the event of the Council or Regional Chamber incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission, and the Council or Regional Chamber shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.


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33. AGENTS

- (1) The Council may request the Minister of Labour to appoint one or more specified persons as designated agents to assist in enforcing the terms of this part of the Agreement.
- (2) A designated agent may –
 - (a) secure compliance with the Council's collective agreements by –
 - (i) publicising the contents of the agreements;
 - (ii) conducting inspections;
 - (iii) investigating complaints;
 - (iv) means of conciliation;
 - (v) issuing a compliance order requiring any person bound by the agreement to comply with the agreement within a specified period; or
 - (vi) any other means the council may adopt.
 - (b) perform any other functions that are conferred or imposed on the agent by the Council.
- (3) A designated agent must report all disputes concerning compliance with any provision of this part of the Agreement to the General Secretary of the Council and to a designated official at the relevant Regional Chamber of the Council.
- (4) Within the registered scope of the Council, a designated agent of the bargaining council has all the following powers:
 - (a) A Designated Agent may, without warrant or notice at any reasonable time, enter any workplace or any other place where an employer carries on business or keeps employment records, that is not a home, in order to monitor or enforce compliance with a collective agreement concluded in the Council.
 - (b) A Designated Agent may only enter a home or any place other than a place referred to in sub-clause (1) –
 - (i) with the consent of the owner or occupier; or
 - (ii) if authorised to do so by the Labour Court in terms of sub-clause (3).
 - (c) The Labour Court may issue an authorisation contemplated in sub-clause (2)(b) only on written application by a designated agent who states under oath or affirmation the reasons for the need to enter a place, in order to monitor or enforce compliance with a collective agreement concluded in the Council.
 - (d) If it is practicable to do so, the employer and a trade union representative must be notified that the designated agent is present at a workplace and of the reason for the designated agent's presence.
 - (e) In order to monitor or enforce compliance with a collective agreement a designated agent may -
 - (i) require a person to disclose information, either orally or in writing, and either alone or in the presence of witnesses, on a matter to which a collective agreement relates, and require that disclosure to be under oath or affirmation;
 - (ii) inspect and question a person about any record or document to which a collective agreement relates;
 - (iii) copy any record or document referred to in paragraph (b) or remove these to make copies or extracts;



- (iv) require a person to produce or deliver to a place specified by the designated agent any record or document referred to in paragraph (b) for inspection;
 - (v) inspect, question a person about, and if necessary remove, an article, substance or machinery present at a place referred to in sub-clause (1) and (2);
 - (vi) question a person about any work performed; and
 - (vii) perform any other prescribed function necessary for monitoring or enforcing compliance with a collective agreement.
- (f) A designated agent may be accompanied by an interpreter and any other person reasonably required to assist in conducting an inspection.
- (g) A designated agent must -
- (i) produce on request a copy of the authorisation referred to in sub-clause (3);
 - (ii) provide a receipt for any record or document removed in terms of sub-clause (5)(e); and
 - (iii) return any removed record, document or item within a reasonable time.
- (h) Any person who is questioned by a designated agent in terms of sub-clause (5) must answer all questions lawfully put to that person truthfully and to the best of that person's ability.
- (i) An answer by any person to a question by a designated agent in terms of this item may not be used against that person in any criminal proceedings, except proceedings in respect of a charge of perjury or making a false statement.
- (j) Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.
- (k) The Council may apply to the Labour Court for an appropriate order against any person who —
- (i) refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability;
 - (ii) refuses or fails to comply with any requirement of the designated agent in terms of this clause; or
 - (iii) hinders the designated agent in the performance of the agent's functions in terms of this clause.
- (l) For the purposes of this clause, a collective agreement is deemed to include any basic condition of employment which constitutes a term of a contract of employment in terms of Section 49(1) of the Basic Conditions of Employment Act.



34. DISPUTE PROCEDURE

- (1) Unless otherwise provided in the Council's Constitution or this collective agreement, any dispute within the registered scope of the Council must be resolved as set out below.
- (a) The General Secretary of the Council must decide, after consultation with the Secretary of any relevant Regional Chamber, whether any dispute referred to the Council must be dealt with by the Council or the Regional Chamber.
 - (b) The Council must, from time to time, adopt, by resolution, guidelines for the General Secretary of the Council to follow in the allocation of such disputes.

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- (c) When any dispute is allocated to a Regional Chamber in terms of this clause then such Regional Chamber will have the same rights, powers and obligations as the Council.

(2) Accreditation

- (a) With a view to performing its dispute resolution functions in terms of Section 51(3) of the Act only, the Council must by decision apply to the governing body of the CCMA for accreditation to perform these functions as appropriate.
- (b) In the event that the Council fails to secure such accreditation, the Council may enter into an agreement with the CCMA in terms of which the CCMA is to perform, on behalf of the Council, its dispute resolution functions in terms of Section 51(3) of the Act.

(3) Panel of Conciliators, Arbitrators and Senior Arbitrators

- (a) The Council must appoint:

- (i) a panel of conciliators, for the purpose of conciliating disputes;
- (ii) a panel of arbitrators, for the purpose of determining disputes;
- (iii) a panel of senior arbitrators, for the purpose of determining disputes where:
 - (aa) the nature of the questions of law raised by the dispute;
 - (bb) the complexity of the dispute;
 - (cc) conflicting arbitration awards, Labour Court precedents or Labour Appeal Court precedents; and/or
 - (dd) the public interest

requires the appointment of a senior arbitrator and a party to the dispute requests that the Council refer the dispute for determination by a senior arbitrator.

- (b) The Council must determine from time to time the number of persons to be appointed to the panels of conciliators and arbitrators.
- (c) All parties to the Council must attempt to reach agreement on the persons to be appointed to the conciliation and arbitration panels. In the event that the parties to the Council cannot agree on the appointment of some or all of the conciliators and arbitrators, the following process shall be followed:
- (i) the union parties to the Council must prepare a list of nominees to fill the remaining vacancies on each panel, and the employer parties to the Council must do likewise;
 - (ii) the lists prepared by the parties must be exchanged, and the union parties must rank the nominees of the employer parties in order of their preference, and the employer parties must do likewise in respect of the nominees of the union parties;
 - (iii) in the event of the number of remaining vacancies being an even number, half of the vacancies shall be filled by appointing the nominees most preferred by the union parties from the employer parties' list, and the



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

- (iv) in the event that the number of remaining vacancies is an odd number, then the appointments from the parties' lists must make up the number of vacancies less one, and the final vacancy shall be filled by inserting the names of the next most preferred nominee from each list into a hat, from which the General Secretary of the Council will draw the name of the remaining appointee.
- (d) The arbitrators and senior arbitrators are to be appointed to the relevant panel for a period of two years, after which period they may be re-appointed by agreement between all the parties to the Council. Should any or all of the arbitrators and senior arbitrators not be re-appointed, all parties to the Council must attempt to reach agreement on the persons to be appointed to the panel or senior panel, failing which the remaining vacancies will be filled according to the method described in sub-clause 3(c) above.
- (e) Despite sub-clause 3(d) above, the Council may remove a member of the panel of conciliators or arbitrators from office:
 - (i) for serious misconduct; or
 - (ii) due to incapacity; or
 - (iii) if at least one half of the employer parties and at least one half of the union parties have voted in favour of the removal of that member from the panel.
- (f) If for any reason there is a vacancy on the panels, the Council may appoint a new member to the relevant panel according to the method described in sub-clause 3(c) above for the unexpired portion of the predecessor's term of office.
- (g) Subject to sub-clause 3(i), a person may be appointed to one or more of the panel of conciliators and the panel of arbitrators or senior arbitrators.
- (h) An employee of the Council shall be eligible for appointment to the panel of conciliators and the panel of arbitrators, provided that, should the Council have an interest in the dispute to be arbitrated, employees of the Council will not be eligible to arbitrate the dispute.
- (i) An employee of the Council shall not be eligible for appointment to the senior panel of arbitrators.
- (j) Unless the parties to the dispute have agreed on a member of the relevant panel to conciliate or arbitrate their dispute or on a procedure to allocate disputes to the panel, the General Secretary of the Council or other designated official must appoint a member of the relevant panel to conciliate or arbitrate the dispute on a rotational basis, with the next available conciliator, arbitrator or senior arbitrator being appointed, as the case may be, should any panel member(s) not be available in terms of such rotation.

(4) Disputes involving non-parties to the Council

Any dispute contemplated in Section 51(3) of the Act, where any party to the dispute is not a party or a member of a party to the Council must be resolved by the Council according to the following procedure:



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(a) Referral and conciliation of disputes

- (i) any of the parties to the dispute may refer the dispute in writing to the Council, setting out the nature of the dispute and the outcome sought;
- (ii) the party who refers the dispute to the Council must satisfy the Council that a copy of the referral has been served on all other parties to the dispute;
- (iii) the General Secretary or other designated official must appoint a member of the panel of conciliators who must attempt to resolve the dispute through conciliation within thirty (30) days from the date of the Council receiving the written referral of the dispute, or any extended period as agreed to in writing by the parties to the dispute;
- (iv) the conciliator may, during conciliation proceedings:
 - (aa) mediate the dispute;
 - (bb) conduct a fact-finding exercise; and
 - (cc) make a recommendation to the parties to the dispute, which may be in the form of a non-binding advisory arbitration award.
- (v) Representation of a party to the dispute in the conciliation proceedings must be in accordance with the provisions of the Act in relation to conciliation proceedings at the CCMA.
- (vi) At the end of the thirty (30) day period, referred to in sub-clause 4(a)(iii) above or any further period agreed to in writing by the parties to the dispute, the General Secretary or other designated official of the Council must issue a certificate stating whether or not the dispute has been resolved.
- (vii) Nothing in this part of the Agreement prevents an officer or an employee of the Council from investigating the dispute or attempting to conciliate the dispute before the appointment of a conciliator.

**(b) Adjudication of disputes referred to the Council for arbitration.**

- (i) If the dispute remains unresolved after conciliation, any party to the dispute may request that the dispute be resolved through arbitration if:
 - (aa) the Act requires that the dispute be arbitrated; or
 - (bb) all the parties to the dispute consent to arbitration under the auspices of the Council, irrespective of whether such dispute may be subject to the jurisdiction of the CCMA or Labour Court in terms of the Act.
- (ii) Upon receipt of such written request for arbitration from a party to the dispute, the General Secretary or other designated official of the Council must appoint a member of the relevant panel of arbitrators to arbitrate the dispute.
- (iii) Such written request for arbitration must be made within the time period prescribed in the Act, provided that the arbitrator may permit the late request for arbitration on good cause.

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- (iv) The General Secretary or other designated official of the Council must serve notice of the date, time and venue of the arbitration on the parties to the dispute.
- (v) Any party who has a legal interest in the arbitration may apply to the arbitrator to be allowed to intervene in the arbitration. Such intervention may be allowed by the arbitrator, who shall have the power to grant an adverse costs order against that party if such intervention is found by the arbitrator to be frivolous or vexatious.
- (vi) Any party who has a legal interest in the outcome of the arbitration and a party whose application in terms of sub-clause 4(b)(v) above has been granted by the arbitrator, shall have the right to:
 - (aa) give evidence;
 - (bb) call witnesses;
 - (cc) question the witnesses of any other party;
 - (dd) address arguments to the arbitrator;
 - (ee) be represented in accordance with the provisions of Section 138 and Section 140 of the Act.
- (vii) The arbitration proceedings must be conducted in accordance with the provisions of the Code of Conduct for conciliators and arbitrators as agreed to by the Council, sections 138 and 142 and, if applicable, Sections 139, 140 and 141 of the Act, read with the changes required by the context.
- (viii) Representation at arbitration proceedings will be in accordance with the provisions of the Act in relation to arbitration proceedings at the CCMA.
- (ix) The arbitrator who has been appointed to resolve the dispute has the powers of a Commissioner in terms of Sections 138 and 142 of the Act.
- (x) Subject to the provisions of the Act, an award made by the arbitrator appointed to resolve the dispute is final and binding on the parties to the dispute. The arbitrator shall, however, have the power to vary, rescind or amend an award made by him/her on good cause shown or of his own accord; and without limiting the generality thereof, the arbitrator shall have this power if:
 - (aa) the award was erroneously sought or erroneously made in the absence of any party affected by the award;
 - (bb) the award is ambiguous or contains an obvious error or omission;
 - (cc) the award was granted as a result of a mistake common to the parties to the proceedings.
- (xi) The Council must serve the award, together with any written reasons, on all parties to the dispute.
- (xii) Upon receipt of a written request from a party to the dispute, the General Secretary or other designated official of the Council must apply to the director to certify that the arbitration award is an award contemplated in Section 143 (1) of the Act.



(5) Disputes involving parties to the Council

- (a) For the purposes of this clause, a party to the Council includes the members of any registered trade union or registered employers' organisation that is a party to the Council.
- (b) If the dispute between the parties is one which arises from negotiations entered into for the purpose of concluding a collective agreement in the Council or in any Regional Chamber, the General Secretary or other designated official must appoint a member of the panel of conciliators, who must attempt to resolve the dispute through conciliation within thirty (30) days from the date when the dispute was minuted or referred to the Council, or within any extended period as agreed to in writing by the parties to the dispute. If the dispute remains unresolved, the parties may exercise their rights in terms of the Act.
- (c) Any other dispute between parties to the Council, which the Act requires to be arbitrated or which disputes would otherwise be adjudicated by the Labour Court but which the parties to the dispute have agreed to arbitrate, including a dispute about the interpretation or application of the provisions of this part of the Agreement and/or any collective agreement between the parties to the dispute, must be resolved by the Council in accordance with the procedure set out in sub-clause 4 above, subject to the proviso in sub-clause 5(d) below.
- (d) Upon receipt of a written request for arbitration of a dispute about the interpretation or application of the provisions of this part of the Agreement and/or any collective agreement between the parties to the dispute, the General Secretary or other designated official of the Council must appoint a member of the panel of senior arbitrators to arbitrate the dispute.

**(6) Compliance procedure and enforcement of collective agreements by Council**

- (a) The Council must request the Minister to appoint certain identified persons as the designated agents of the Council to promote, monitor and enforce compliance with this collective agreement concluded in the Council.
- (b) Such designated agents shall perform the functions and have the powers set out in the Act, including Sections 33 and 33A and Schedule 10 of the Act. It is specifically recorded that such a designated agent shall have the power to issue a compliance order.
- (c) The Council shall take all reasonable steps necessary to ensure compliance with this part of the Agreement and with the collective agreements concluded in the Council. If, whether through its own investigations or through any other source, it appears that the provisions of such an agreement may have been breached, then the following procedures shall apply to enforce compliance:
 - (i) the General Secretary of the Council shall appoint a designated agent to investigate the alleged breach and may delegate such powers of appointment to the Secretary of a Regional Chamber;
 - (ii) if, upon completion of the investigation, the designated agent has reason to believe that an agreement has been breached, the agent may endeavour to secure compliance with the agreement, in terms of guidelines of, or decisions by the Council, where these exist, by:
 - (aa) publicising the contents of the agreement;
 - (bb) conducting inspections;

- (cc) investigating complaints;
 - (dd) endeavouring to secure compliance with the agreement through conciliation; or
 - (ee) issuing a compliance order requiring any person bound by the agreement to comply with the agreement within a specified period.
- (iii) The designated agent must report all disputes concerning compliance with any provision of a collective agreement to the General Secretary of the Council and a designated official of the Regional Chamber.
 - (iv) Upon receipt of the report of an unresolved dispute, the General Secretary or other designated official of the Council or Regional Chamber may refer the unresolved dispute to arbitration.
 - (v) The General Secretary or other designated official of the Council or Regional Chamber must appoint a member of the relevant panel of arbitrators to arbitrate the dispute.
 - (vi) The General Secretary or other designated agent of the Council or Regional Chamber must serve notice of the date, time and venue of the arbitration on the parties to the dispute.
 - (vii) If a party to such an arbitration is not a party to the Council and objects to the appointment of a member of the panel, the General Secretary or other designated official of the Council or Regional Chamber must request the CCMA to appoint an arbitrator, in which event the objecting party shall pay the arbitrator's fee to the Council, and the Council shall pay the fee set by the CCMA.
 - (viii) The provisions of sub-clauses 4(b)(v) to 4(b)(xii) above apply to an arbitration in terms of this clause.
 - (ix) In addition, an arbitrator conducting an arbitration in terms of this clause may make any appropriate award including:
 - (aa) ordering any person to pay any amount owing in terms of a collective agreement;
 - (bb) imposing a fine for a failure to comply with a collective agreement in accordance with Item 29 of Schedule 7 and Section 33A(13) of the Act;
 - (cc) charging a party to the arbitration an arbitration fee;
 - (dd) ordering a party to the arbitration to pay the costs of the arbitration;
 - (ee) confirming, varying or setting aside a compliance order issued by a designated agent;
 - (ff) any award contemplated in Section 138(9) of the Act;
 - (gg) any award in relation to the interest payable on any amount that a person is obliged to pay in terms of a collective agreement.



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- (x) Subject to the provisions of the Act, an award in an arbitration conducted in terms of this sub-clause 6 is final and binding on the parties to the dispute.
- (xi) The General Secretary or other designated official of the Council may apply to the director to certify that the arbitration award is an award contemplated in Section 143(1) of the Act.
- (xii) The provisions of this procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

(7) Non-Compliance

- (a) Outsourcing to non-compliant companies shall not be permitted in the industry.
- (b) The parties shall enter into agreements with all Provincial and Local governments which shall have the effect that their sourcing from the Industry shall include a requirement to only source from companies which hold a valid Certificate of Compliance from the bargaining council.

(8) Compliance Promotion

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.
- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.
- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.
- (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.



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

35. TRADE UNION ACCESS TO WORKPLACE

- (1) Any office-bearer or official of the trade union party to the Council is entitled to enter the employer's premises in order to recruit members or communicate with members, or otherwise serve members' interests.
- (2) The trade union party to the Council, is entitled to hold meetings with employees outside their working hours at the employer's premises.
- (3) The members of the trade union party to the Council are entitled to vote at the employer's premises in any election or ballot contemplated in the trade union's constitution.
- (4) The rights conferred by this section are subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.
- (5) In order to promote orderly industrial relations, the union party to the Council shall be entitled to on-site balloting facilities in order to conduct any ballot in terms of the Act.
- (6) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production.



36. DEDUCTION/PAYMENT OF TRADE UNION SUBSCRIPTIONS OR LEVIES

- (1) Any employee who is a member of the trade union party to the Council may authorise the employer in writing to deduct subscriptions or levies payable to the trade union from the employee's wages.
- (2) An employer who receives an authorisation in terms of subclause (1) must begin making the authorised deduction as soon as possible and must remit the amount deducted to the Regional Chamber in whose area of responsibility the employer's business falls by not later than the 14th day of the month first following the date each deduction was made.
- (3) An employee may revoke an authorisation given in terms of subclause (1) by giving the employer and the trade union one month's written notice.
- (4) An employer who receives a notice in terms of subclause (3) must continue to make the authorised deduction until the notice period has expired and then must stop making the deduction.
- (5) With each monthly remittance the employer must give the relevant Regional Chamber of the Council –
 - (a) a list of the names of every member from whose wages the employer has made the deductions that are included in the remittance;
 - (b) details of the amounts deducted and remitted and the period to which the deductions relate; and
 - (c) a copy of every notice of revocation in terms of subclause (3).

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(6) HIV/AIDS Contribution -

- (a) Every employer to whom this part of the Agreement applies shall each week for each employee in his employ contribute an amount of 72 cents to the SACTWU HIV/AIDS Project.
- (b) The amount shall be submitted to the Regional Secretary of the Regional Chamber of the Council in whose area of responsibility the employer's business fall, by not later than the 14th day of the month first following the month in respect of which the payment is due.
- (c) The total amount so collected by the Council shall be transferred to SACTWU's Finance Department.

(7) Trade Union Agency Shop

(a) **Scope-** Agency fees will apply to employees who –

- (i) are not members of the trade union party, but are eligible for membership thereof;
- (ii) are not bound by the provisions of the closed shop clause; and
- (iii) fall within the scope of this part of the Agreement.

(b) **Union membership:** Employees are not compelled to become members of the trade union party.(c) **Agency fee deductions:** Every employer to whom this clause applies shall:

- (i) deduct from the wages of an employee an amount equivalent to the union subscription; and
- (ii) pay such monies to the Regional Secretary of the Regional Chamber of the Council in whose area of responsibility the employer's business fall, by not later than the 14th day of the month first following the month in respect of which the payment is due.
- (iii) the deduction of the agency fee may be made from the wages of an employee without the employee's authorisation as provided for in section 25(4) of the Act.

(d) **Payment of agency fees:** The Regional Secretary shall pay the received trade union agency fee deductions to the trade union by not later than the end of the month in which the fees were received.(e) **Utilisation of agency fees:** No agency fee deducted may be -

- (i) paid to a political party as an affiliate fee;
- (ii) contributed in cash or kind to a political party or a person standing for election to any political office; or
- (iii) used for any expenditure that does not advance or protect the socio-economic interests of employees.

37. **TRADE UNION'S REPRESENTATIVES ON THE COUNCIL**

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- (1) Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council: Provided that in establishments employing five or fewer employees the trade union shall give the employer five working days written days notice of its request for time off in terms of this clause, for its representative to attend to such duties.
- (2) Duly elected shop stewards are each entitled to ten working days paid leave per calendar year pooled per establishment and the head shop steward shall be eligible to an additional 1 (one) day paid time off, to be used at the discretion of the trade union for bona fide trade union activities, provided that the employer is given at least ten (10) working days prior notice thereof. (For the purpose of this clause a "working day" shall mean any day excluding a Saturday and Sunday, a public holiday in terms of this part of the Agreement and the period of annual shut-down).
- (3) Payment of shop stewards for attending bargaining council or related meetings -

Any day or part thereof used for attending bargaining council or related meetings shall not be debited from normal shop stewards time off for trade union activities. Payment for such days or hours shall be the responsibility of the relevant regional chamber of the NBC.
- (4) Shop Stewards who are Office Bearers of the Trade Union shall be granted one (1) additional day's paid leave in each year of the agreement. Applications for leave by Shop Stewards who are Office Bearers of the Trade Union to attend Constitutional meetings of the Trade Union and the Federation to which the Trade Union is affiliated will not be unreasonably declined.



38. DISPUTES IN REGARD TO ORGANISATIONAL RIGHTS

- (1) If any dispute arises out of the interpretation or the application of clauses 35, 36 or 37 above, then such dispute must be dealt with in accordance with the dispute resolution procedures contained in this part of the Agreement.
- (2) An arbitration award regulating any of the matters referred to in these clauses remains in force until the expiration of this part of the Agreement.

39. TERMS AND CONDITIONS MORE FAVOURABLE

All terms and conditions of employment applicable to employees at the various companies or concerns covered by the scope of this part of the Agreement will, where they are more favourable than those concluded in this part of the Agreement, remain in full force and effect, unless otherwise agreed or determined through lawfully permissible means.

40. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION

- (1) This Amending Agreement shall remain in force until 31 August 2023, save that the parties to the Council shall annually negotiate through collective bargaining amendments to this Amending Agreement, unless they agree to negotiate at different intervals, provided that no amendment(s) shall take effect before 1 September 2023.
- (2) Either party to the Council, and in the event of this part of the Agreement being extended to non-parties, non-party employers and their employees shall have the right to pursue industrial action within establishments bound by the provisions of this part of the Agreement, in compliance with the Act after utilising applicable procedures, in the event of agreement not being reached on any issues in negotiations at the Council on wages and other substantive issues designed to replace or amend the remuneration and/or other substantive provisions of this part of the Agreement.

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- (3) The reference to negotiations in sub-clause (2) above shall mean negotiations as contemplated in sub-clause (1) above.
- (4) Section 65(3) of the Act shall not render industrial action contemplated in sub-clause (2) above unprocedural.

41. ATYPICAL WORK, OUTSOURCING AND SUBCONTRACTING

- (1) The Council shall conduct a survey on the extent and type of contract work in the clothing industry.
- (2) Every employer shall complete a questionnaire as approved by the Council.
- (3) All employers shall be required to co-operate with the survey.

42. PROVIDENT FUND CONTRIBUTIONS

- (1) Employees' contributions: Every employer shall, each week or each month, as the case may be, deduct from the wages of each of his weekly paid or monthly paid employees, in respect of whom wages are prescribed in this part of the Agreement, and who has worked 9 ordinary hours or more during any pay week, an amount of equal to 4,0% of his wages towards a provident fund or a retirement fund administered by the Council.

No deductions shall be made from the wages of an employee who is 65 years of age or older.

- (2) Employer's contribution: an employer shall each week, in the case of weekly paid employees or each month, in the case of monthly paid employees contribute an amount of 4.75% of the wage of each employee with the effect from 1 February 2023 and further 0.25% to be added on 1 February 2024. In respect of whom wages are prescribed in this agreement and whose has worked nine ordinary hours or more during any paid week, towards a provident fund or retirement fund administrated by the Council.
- (3) The total deducted in terms of subclause (1) above, together with the employer's contributions in terms of subclause (2) above, shall be forwarded together with a list showing Council registration numbers of employees detailing particulars of contributions, to the General Secretary of the Council, or Regional Secretary of the Regional Chamber of this Council in whose area of responsibility the employer's business falls to reach him no later than 14 days after the end of each calendar month.

43. INDUSTRY PROTECTION FUND

Contained in Annexure C.

44. HIV/AIDS

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

World International HIV/AIDS Day



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The industry acknowledges the importance of creating awareness of the HIV/AIDS pandemic. To this end, employers are encouraged to grant employees on World International HIV/AIDS Day thirty minutes paid time off to participate in awareness activities agreed to at industry level.

45. CONTRACT EMPLOYEES

Contained in Annexure D.

46. CLOSED SHOP

No employer shall continue to employ an employee:

- (1) Who, while being eligible for membership of the union, is not a member of the trade union as at the date of coming into operation of this part of the agreement, or
- (2) Who does not become a member of the trade union within a period of 90 days from such date
- (3) The provisions of this clause shall apply to persons who are eligible for union membership in terms of the constitution of the trade union
- (4) For this section of the agreement, no union membership fees accruing from the close shop provision may be:
 - (a) Paid to a political party as an affiliation fee;
 - (b) Contributed in cash or kind to a political party or a person standing for election to any political office or
 - (c) Used for any expenditure which does not advance or protect the socio-economic interests of employees.
- (5) The provisions of section 26(3)(c) and 26(4) of the Labour Relations Act shall be observed by the parties to the Council and to whom this clause is applicable.



47. WORKING IN ARRANGEMENTS

Employees shall be permitted to work in the time lost due to strike action incurred during the September / October 2009 protected wage strike at normal rates of pay, provided that this is agreed to at plant level and further provided that where agreed, such employees shall be offered a loan equal to between one week and two weeks' wages, deductible from their wages in equal weekly amounts over a 10 week period.

48. JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES

The joint and several liability provisions regarding subcontracting to Non-Compliant companies shall apply to all factories who pay below 80% of the NBC gazetted wage rates. Companies paying between 80% and 100% of the NBC gazetted wage rates may apply to the NBC for Level B Compliance registration, in which case, once approved by the Council, the joint and several liability provisions would not apply.

49. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT

Contained in Annexure E.



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

- 1.1. The Human Immunodeficiency Virus (HIV) and the Acquired Immune Deficiency Syndrome (AIDS) are serious public health problems, which have socio economic, employment and human rights implications.
- 1.2. It is recognised that the HIV/AIDS epidemic will affect every workplace, with prolonged staff illness, absenteeism, and death impacting on productivity, employee benefits, occupational health and safety, production costs and workplace morale.
- 1.3. HIV knows no social, gender, age or racial boundaries, but it is accepted that socio-economic circumstances do influence disease patterns. HIV thrives in an environment of poverty, rapid urbanisation, violence and destabilisation. Transmission is exacerbated by disparities in resources and patterns of migration from rural to urban areas. Women, particularly are more vulnerable to infection in cultures and economic circumstances where they have little control over their lives.
- 1.4. Furthermore HIV/AIDS is still a disease surrounded by ignorance, prejudice, discrimination and stigma. In the workplace unfair discrimination against people living with HIV and AIDS has been perpetuated through practices such as pre-employment HIV testing, dismissals for being HIV positive and the denial of employee benefits.
- 1.5. One of the most effective ways of reducing and managing the impact of HIV/AIDS in the workplace is through the implementation of an HIV/AIDS policy and programme. Addressing aspects of HIV/AIDS in the workplace will enable employers, trade unions and government to actively contribute towards local, national and international efforts to prevent and control HIV/AIDS. In light of this, the Code has been developed as a guide to employers, trade unions and employees.
- 1.6. Furthermore the Code seeks to assist with the attainment of the broader goals of:
 - eliminating unfair discrimination in the workplace based on HIV status;
 - promoting a non-discriminatory workplace in which people living with HIV or AIDS are able to be open about their HIV status without fear of stigma or rejection;
 - promoting appropriate and effective ways of managing HIV in the workplace;
 - creating a balance between the rights and responsibilities of all parties.

2. OBJECTIVES

- 2.1. The Code's primary objective is to set out a policy for employers and the trade union within the clothing manufacturing industry to implement so as to ensure individuals with HIV infection are not unfairly discriminated against in the workplace. This includes provisions regarding:
 - (i) creating a non-discriminatory work environment;
 - (ii) dealing with HIV testing, confidentiality and disclosure;
 - (iii) providing equitable employee benefits;
 - (iv) dealing with dismissals; and



(v) managing grievance procedures.

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

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

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

- (i) between employers, employees and the trade union in the workplace; and
- (ii) between the workplace and other stakeholders at a sectoral, local, provincial and national level.



3. POLICY PRINCIPLES

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

4. APPLICATION AND SCOPE

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

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- 4.4. The Code should be read in conjunction with other codes of good practice that may be issued by the Minister of Labour.

5. LEGAL FRAMEWORK

- 5.1. The Code should be read in conjunction with the Constitution of South Africa Act, No. 108 of 1996, and all relevant Legislation which includes the following:

- (i) Employment Equity Act, No. 55 of 1998;
- (ii) Labour Relations Act, No. 66 of 1995;
- (iii) Occupational Health and Safety Act, No. 85 of 1993;
- (iv) Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993;
- (v) Basic Conditions of Employment Act, No. 75 of 1997; and
- (vi) Medical Schemes Act, No. 131 of 1998.
- (vii) Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000.

- 5.2. The contents of this code should be taken into account when developing, implementing or reviewing any workplace policies or programmes in terms of the statutes listed above.

- 5.3. The following are selected, relevant sections contained in certain of the above-mentioned legislation. These should be read in conjunction with other legislative provisions.

- 5.3.1. The Code is issued in terms of Section 54(1)(a) of the Employment Equity Act, No 55 of 1998 and is based on the principle that no person may be unfairly discriminated against on the basis of their HIV status. In order to assist employers and employees to apply this principle consistently in the workplace, the Code makes reference to other pieces of legislation.

- 5.3.2. Section 6(1) of the Employment Equity Act provides that no person may unfairly discriminate against an employee, or an applicant for employment, in any employment policy or practice, on the basis of his or her HIV status. In any legal proceedings in which it is alleged that any employer has discriminated unfairly, the employer must prove that any discrimination or differentiation was fair.

- 5.3.3. No employee, or applicant for employment, may be required by their employer to undergo an HIV test in order to ascertain their HIV status. HIV testing by or on behalf of an employer may only take place where the Labour Court has declared such testing to be justifiable in accordance with Section 7(2) of the Employment Equity Act.

- 5.3.4. In accordance with Section 187(1)(f) of the Labour Relations Act, No. 66 of 1995, an employee with HIV/AIDS may not be dismissed simply because he or she is HIV positive or has AIDS. However where there are valid reasons related to their capacity to continue working and fair procedures have been followed, their services may be terminated in accordance with Section 188(1)(a)(i).

- 5.3.5. In terms of Section 8(1) of the Occupational Health and Safety Act, No. 85 of 1993; an employer is obliged to provide, as far as is reasonably practicable, a safe workplace. This may include ensuring that the risk of occupational exposure to HIV is minimised.

- 5.3.6. An employee who is infected with HIV as a result of an occupational exposure to infected blood or bodily fluids, may apply for benefits in terms of Section



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

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

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

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

6. PROMOTING A NON-DISCRIMINATORY WORK ENVIRONMENT

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

- (i) recruitment procedures, advertising and selection criteria;
- (ii) appointments, and the appointment process, including job placement;
- (iii) job classification or grading;
- (iv) remuneration, employment benefits and terms and conditions of employment;
- (v) employee assistance programmes;
- (vi) job assignments;
- (ix) training and development;
- (x) performance evaluation systems;
- (xi) promotion, transfer and demotion;
- (xiii) termination of services.

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

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

7. HIV TESTING, CONFIDENTIALITY AND DISCLOSURE

7.1. HIV Testing

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



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

- 7.1.2. Whether s 7(2) of the Employment Equity Act prevents an employer-provided health service supplying a test to an employee who requests a test, depends on whether the Labour Courts would accept that an employee can knowingly agree to waive the protection in the section. This issue has not yet been decided by the courts. ¹¹¹
- 7.1.3. In implementing the sections below, it is recommended that parties take note of the position set out in item
- 7.1.4. Authorised testing

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

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



7.1.5. Permissible testing

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

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

7.1.7. Informed consent means that the individual has been provided with information, understands it and based on this has agreed to undertake the HIV test. It implies that the individual understands what the test is, why it is

¹¹¹ The Employment Equity Act does not make it a criminal offence for an employer to conduct a test in violation of s 7(2). However an employee who alleges that his or her right not to be tested has been violated may refer a dispute to the National Bargaining Council for conciliation, and if this does not resolve the dispute, to the Labour Court for determination.


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necessary, the benefits, risks, alternatives and any possible social implications of the outcome.

- 7.1.8. Anonymous, unlinked surveillance or epidemiological HIV testing in the workplace may occur provided it is undertaken in accordance with ethical and legal principles regarding such research.²⁽²⁾ Where such research is done, the information obtained may not be used to unfairly discriminate against individuals or groups of persons. Testing will not be considered anonymous if there is a reasonable possibility that a person's HIV status can be deduced from the results.

7.2. Confidentiality and Disclosure

- 7.2.1. All persons with HIV or AIDS have the legal right to privacy. An employee is therefore not legally required to disclose his or her HIV status to their employer or to other employees.
- 7.2.2. Where an employee chooses to voluntarily disclose his or her HIV status to the employer or to other employees, this information may not be disclosed to others without the employee's express written consent. Where written consent is not possible, steps must be taken to confirm that the employee wishes to disclose his or her status.
- 7.2.3. Mechanisms should be created to encourage openness, acceptance and support for those employers and employees who voluntarily disclose their HIV status within the workplace, including:
- (i) encouraging persons openly living with HIV or AIDS to conduct or participate in education, prevention and awareness programmes;
 - (ii) encouraging the development of support groups for employees living with HIV or AIDS; and
 - (iii) ensuring that persons who are open about their HIV or AIDS status are not unfairly discriminated against or stigmatised.



8. PROMOTING A SAFE WORKPLACE

- 8.1 An employer is obliged to provide and maintain, as far as is reasonably practicable, a workplace that is safe and without risk to the health of its employees.
- 8.2 The risk of HIV transmission in the workplace is minimal. However occupational accidents involving bodily fluids may occur, particularly in the health care professions. Every workplace should ensure that it complies with the provisions of the Occupational Health and Safety Act, including the Regulations on Hazardous Biological Agents, and that its policy deals with, amongst others:
- (i) the risk, if any, of occupational transmission within the particular workplace;
 - (ii) appropriate training awareness, education on the use of universal infection control measures so as to identify, deal with and reduce the risk of HIV transmission in the workplace;
 - (iii) providing appropriate equipment and materials to protect employees from the risk of exposure to HIV;
 - (iv) the steps that must be taken following an occupational accident including the appropriate management of occupational exposure to HIV and other blood borne pathogens, including access to post-exposure prophylaxis;
 - (v) the procedures to be followed in applying for compensation for occupational infection;
 - (vi) the reporting of all occupational accidents; and

²⁽¹⁾ See amongst others the Department of Health's National Policy for Testing for HIV and the Biological Hazardous Agents Regulations.

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- (vii) adequate monitoring of occupational exposure to HIV to ensure that the requirements of possible compensation claims are being met.

9. COMPENSATION FOR OCCUPATIONALLY ACQUIRED HIV

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

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

- (i) providing information to affected employees on the procedures that will need to be followed in order to qualify for a compensation claim; and
- (ii) assisting with the collection of information which will assist with proving that the employees were occupationally exposed to HIV infected blood.

- 9.2. Occupational exposure should be dealt with in terms of the Compensation for Occupational Injuries and Diseases Act. Employers should ensure that they comply with the provisions of this Act and any procedure or guideline issued in terms thereof.

10. EMPLOYEE BENEFITS

- 10.1. Employees with HIV or AIDS may not be unfairly discriminated against in the allocation of employee benefits
- 10.2. Employees who become ill with AIDS should be treated like any other employee with a comparable life threatening illness with regard to access to employee benefits.
- 10.3. Information from benefit schemes on the medical status of an employee should be kept confidential and should not be used to unfairly discriminate.
- 10.4. Where an employer offers a medical scheme as part of the employee benefit package it must ensure that this scheme does not unfairly discriminate, directly or indirectly, against any person on the basis of his or her HIV status.

11. DISMISSAL

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

12. GRIEVANCE PROCEDURES

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



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

13. MANAGEMENT OF HIV IN THE WORKPLACE

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

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

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

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



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

- 14.1. Employers and the trade union should develop appropriate strategies to understand, assess and respond to the impact of HIV/AIDS in their particular workplace and sector. This should be done in cooperation with sectoral, local, provincial and national initiatives by government, civil society and non-governmental organisations.

- 14.2. Broadly, impact assessments should include:

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

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

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

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

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


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

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

15.1. A Workplace HIV/AIDS Policy

- 15.1.1. Every workplace should develop an HIV/AIDS policy³⁽³⁾, in order to ensure that employees affected by HIV/AIDS are not unfairly discriminated against in employment policies and practices. This policy should cover:

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



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

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

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

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

15.2. Developing Workplace HIV/AIDS Programmes

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

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

- (i) hold regular HIV/AIDS awareness programmes;
- (ii) encourage voluntary testing;

³⁽³⁾ This policy could either be a specific policy on HIV/AIDS, or could be incorporated in a policy on life threatening illness.

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

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



16. INFORMATION AND EDUCATION

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

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GLOSSARY

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



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ANNEXURE CINDUSTRY PROTECTION FUND

- (1) In terms of section 28 (1) (g) of the Act, read with clause 3.6 and 3.7 of the Council's Constitution, a fund to protect the fashion industry from further job losses and decline, which shall be known as the Fashion Industry Protection Fund (hereinafter referred to as "the Fund") is hereby established.
- (2) The objects of the Fund shall be to provide financial support to campaigns and programmes engaged in by the parties to the Bargaining Council, where such programmes are aimed at protecting the Industry in the respective Region.
- (3) The Fund shall commence on such date as decided by the parties to the Regional Council and shall continue to operate until such date as the Regional Chamber and the parties thereto may decide.
- (4) Every employer shall, each week, deduct from the wages of each of his employees for whom wages are prescribed in this part of the Agreement, an amount of 10 cents.
- (5) An employer shall, in respect of each employee from whose wages deductions are made in terms of sub-clause (4) above, contribute an amount of 23 cents per week.
- (6) The total sum representing the employer's contributions and the employees' contributions shall be forwarded monthly by the employer to the Regional Secretary of the Regional Chamber, by not later than the payment date specified in the relevant part of the Agreement and in the form and manner specified in relevant clause of each part of the Agreement.
- (7) The moneys collected by the Regional Chamber shall be paid monthly by the Regional Chamber into a bank account styled "Fashion Industry Protection Fund" opened by the Regional Chamber of the Bargaining Council for the purpose of receiving these funds and for disbursing them for the purpose for which they are intended.
- (8) The moneys collected shall be used by the Regional Chamber to finance the following bona fide strategies in pursuit of the objects of the Fund as set out in sub-clause (2), and including
 - (a) "Buy Local" campaigns;
 - (b) Combating customs fraud and illegal imports; or
 - (c) for such other strategies as meet the objectives of the Fund.
- (9) During the period of operation of the Fund, should the Southern African Clothing & Textile Workers' Union (SACTWU) and/or the Regional Employers' Associations who are members of the Bargaining Council become or wish to become engaged in additional strategies or bona fide activities in pursuit of the objectives of the Fund other than those specified in sub-clause (8), they may apply in writing to the Regional Chamber for the activities in question to be recognised by the Regional Chamber as an authorised strategy or activity which can be financed in terms of the Fund's provisions. The decision as to whether to recognise the strategy or activity in question shall be at the sole discretion of the Regional Chamber and shall be recorded as a resolution of the Regional Chamber.



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- (10) The Fund's moneys shall be used to meet all reasonable expenses incurred in pursuit of the authorised activities in regard to the strategies referred to above and may not be used for any unauthorised purpose or activity.
- (11) If SACTWU or the Regional Employers' Association is in doubt about whether contemplated expenditure of the Fund's moneys qualifies as expenditure on an authorised activity, SACTWU or the Regional Employers' Association, as the case may be, may request confirmation in advance from the Regional Chamber in this regard.
- (12) No moneys of the Fund shall be disbursed by the Regional Chamber until the Fund has been established by this part of the Agreement and SACTWU, the Regional Employers' Association and the Regional Chamber have signed a written agreement.
- (13) Any interest that is earned on Fund moneys at any time shall be used for the benefit of the activities and purposes authorised in terms of the Fund.
- (14) SACTWU and the Regional Employers' Association shall, as the need arises, provide the Regional Chamber with a financial plan of how the funds will be utilised towards achieving the objectives of the Fund. The plan shall be submitted to the Regional Chamber for approval.
- (15) Expenditure incurred by the parties shall be paid by the Fund against invoices or vouchers submitted to the Regional Secretary of the Regional Chamber, provided he or she is satisfied that the expenditure-
 - (a) is in terms of the approved plan;
 - (b) is clearly classified by strategy, activity and the nature of the expense; and
 - (c) has been authorised by the Regional Secretary or National Secretary of SACTWU, or the Executive Director of the Regional Employers' Association.

Should the Regional Secretary of the Regional Chamber deem it necessary, such approved expenditure shall be presented to the Regional Chamber for approval prior to payment.
- (16) Any expenses that have been incurred by SACTWU or the Regional Employers' Association for unauthorised purposes or activities and which have been paid or reimbursed to SACTWU or the Regional Employers' Association, may be recovered by the Regional Chamber from SACTWU or the Regional Employers' Association, as the case may be.
- (17) The Regional Secretary of the Regional Chamber shall be obliged to account to the Regional Chamber every two months in relation to income and expenditure of the Fund. This accounting to the Regional Chamber shall include, but not be limited to, providing a schedule summarising the expenses incurred on authorised activities in pursuance of the objects of the Fund and in respect of which payment is claimed.
- (18) SACTWU and the Regional Employers' Association shall be obliged to report back to the Regional Chamber every two months after the establishment of the Fund on the activities undertaken by their organisation in pursuance of the objects of the Fund and for which funds have been disbursed.
- (19) In the event that there is a disagreement between the parties as to whether any activity or expenditure or proposed activity or expenditure falls within the objects of the Fund, either party may refer a dispute in this regard for conciliation in terms of clause 15.5 of the Council's Constitution and, if it remains unresolved after conciliation, the proposing party may request the Regional Chamber in writing that the



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dispute be resolved through arbitration in accordance with clause 15.4.2.1.2 of the Council's Constitution.

- (20) Each party to this part of the Agreement has a pre-emptive right to require all undertakings or commitments between the parties, not only those referred to in this resolution, to be reduced to writing.



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ANNEXURE D**CONTRACT EMPLOYEES**

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



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ANNEXURE E**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

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

1. Introduction and Key Principles

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

**2. Employee Protection**

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

3. Plant Level Incentive Schemes

- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation with shop stewards at plant level.
- 3.2 Incentive schemes shall not operate to give effect to any downward variation of employment standards or conditions of employment as provided for in the bargaining council's Main Agreement.


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- 3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.
- 3.4 Incentive schemes shall be time bound and reviewed at the end of the agreed period of its operation.
- 3.5 The panel of experts to be appointed by the parties may also be consulted at the expense of the party concerned to provide guidance and offer advice in respect of the design and operation of any plant level incentive scheme.

4. Deadlock-Breaking Mechanism

- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.
- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panelist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.
- 4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.
- 4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.



5. Dispute Resolution

- 5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.
- 5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

6. Reporting and Administration

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

6.2 Such report shall cover at least the following matters:

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

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

7. Qualification and Commencement of Plant Level Consultation

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

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

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



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NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY

HEAD OFFICE

Address: 7th Floor, Industria House, 350 Victoria Road, Salt River, 7925
Tel: 021 460 4000, Fax: 021 447 0628, Post: P O Box 1142, Woodstock, 7915 Website: www.nbc.org.za

NATIONAL MAIN COLLECTIVE AGREEMENT

PART C: PROVISIONS FOR THE KWAZULU-NATAL REGION

Herewith follows the preamble and Part C of the Agreement published under Government Notice No R.252 in Government Gazette No 37509 of 14 April 2014.

Amended/Extended/Re-Enacted/ Corrected/Renewed	Government Notice	Government Gazette	Date of Publication
Re-Enacted, Amended & Extended	R.230	38582	20.03.2015
Re-Enacted, Amended & Extended	R.989	39300	16.10.2015
Extension Notice to 31/08/22	R.197	40661	03.03.2017
Re-Enacted, Amended & Extended	R.198	40661	03.03.2017
Re-Enacted, Amended & Extended	R.504	41633	18.05.2018
Re-Enacted, Amended & Extended	R.100	42204	01.02.2019
Re-Enacted, Amended & Extended	R.80	42979	31.01.2020
Re-Enacted, Amended & Extended	R.421	44572	14.05.2021
Re-Enacted, Amended & Extended	R.1643	45696	24.12.2021

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DISCLAIMER

Whilst every care has been taken to ensure that this Consolidated Agreement is accurate in all respects, the Council does not accept responsibility for any inaccuracy or deviation from the original text of the Agreements as published under the Government Notices listed on the front cover of this document.

The text of the agreement, amendments thereto and correction notices where applicable, as published in the abovementioned Government Notices are binding in terms of each thereof.

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NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY
NATIONAL MAIN COLLECTIVE AGREEMENT
PART C: PROVISIONS FOR THE KWAZULU-NATAL REGION

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 252

14 April 2014

LABOUR RELATIONS ACT, 1995

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



I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32 (2), read with section 32(5)(a) and (b) 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 14 March 2014 and for the period ending 31 August 2017.

M M OLIPHANT
MINISTER OF LABOUR

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

Eastern Province Clothing Manufacturers' Association

South African Apparel Association

South African Clothing Manufacturers' Association

Transvaal Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

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




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1. SCOPE OF APPLICATION

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. PERIOD OF OPERATION OF THIS AGREEMENT

- (1) This agreement is binding on the parties hereto from 1 September 2018 until 31 August 2024 unless the parties agree otherwise in writing.
- (2) The parties record that they intend to request the Minister of Labour to extend this agreement to non-parties in the Clothing Industry in terms of section 32 of the Labour Relations Act 66 of 1995. The period of operation of this agreement in respect of non-parties will be determined by the Minister.

3. SPECIAL PROVISIONS

The provisions contained in clauses 11.1(1) and (5), 14.6(5) of Part A; clauses 23A (1) and (5) and 34 (5) of Part B; clauses 4 (7), 27 (1) and (4) and 38 (5) of Part C; clauses 22 (5), 25 (1) and 26A (1) and (2) of Part D; clauses 13A (1) and (2) and 28 (5) of Part E; clauses 14 (1) and (5) and 37 (5) of Part F; clauses 14 (1) and (5) and 37 (5) of Part G; clauses 14(1) and (5) and 37 (5) of Part H and clauses 34 (5) and 46 of Part I of the Agreement published under Government Notice R. 252 of 14 April 2014 (hereafter refer to as the "Former Agreement"), shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 10, 11.1 (2) to (4), 11.1 (2) to 14.4A, 14.5 to 14.6 (4) and 14.6 (6) to 18, 22 of Part A; clauses 3 to 19A, 20 to 22, 23A (2) to (4), 24 to 34 (4) and 34 (6) to 41 of Part B; clauses 3 to 4 (6), 4 (8) to 23A, 24 to 26, 27 (2) and (3), 27 (5) to 38 (4) and 38 (6) to 46 of Part C; clauses 3 to 19A, 20 to 22 (4), 22 (6) to 24, 25 (2) to (12) and 26A (3) to 34 of Part D; clauses 3 to 12, 13A (3) to 16A, 17 to 28 (4) and 28 (6) to 36 of Part E; clauses 3 to 11 (4)(a), 11 (5) to 13, 14 (2) to (4), 15 to 37 (4) and 37 (6) to 48 of Part F; clauses 3 to 11

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(4)(a). 11 (5) to 13, 14 (2) to (4), 15 to 19A, 20 to 37 (4) and 37 (6) to 48 of Part G; clauses 3 to 11 (4)(a), 11(5) to 13, 14 (2) to (4), 15 to 19A, 20 to 37 (4) and 37 (6) to 48 of Part H; clauses 3 to 34 (4) and 34 (6) to 45 and 47 of Part I of the Former Agreement, shall apply to employers and employees.

Original Agreement signed at Cape Town on behalf of the Parties on 24th February 2014.

Latest amendments signed by the Chairperson and General Secretary on behalf of the Parties on 13th October 2021.

MARTHE RAPHAEL
Chairperson

PAUL C WILD
General Secretary




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PART C: PROVISIONS FOR THE KWAZULU-NATAL REGION**1. SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT**

- (1) The terms of this part of the Agreement shall be observed-
- (a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in the Industry;
 - (b) in the Magisterial Districts of Chatsworth, Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela.
- (2) Notwithstanding the provisions of subclause (1), the terms of this part of the Agreement shall-
- (a) apply in respect of employees for whom wages are prescribed in this part of the Agreement; and
 - (b) not apply in respect of employees whose basic wages exceed two and a half times the wage rate for a qualified Grade 1 employee or whose occupation is monthly paid and of a managerial, specialist, technical or non-production related nature.
- (3) The terms of this part of the Agreement shall also cover all garment knitting employees and who shall receive the same package labour cost increase as agreed to for all other employees covered by the scope of the Council.
- (4) (a) The purpose of this part of the Agreement shall be to establish levels of remuneration and other conditions of employment for employees without seeking to restrict entrepreneurial initiative and employment opportunities.
- (b) Employers employing five (5) or less employees shall, upon application to the council in terms of clause 23, be exempted from this part of the Agreement.
- (c) Where an employer or an employee can satisfy the Council that any of the provisions of this part of the Agreement are restricting entrepreneurial initiative and/or employment opportunities, such employer or employee may apply to the Council for exemption from those specific provisions in terms of clause 23 of this part of the Agreement.
- (5) Clauses 1(1)(a), 2, 4(5) and 38(5) of this part of the Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.
- (6) The Table of Contents of this Part C of the Main Collective Agreement is as follows:



CLAUSE NO.	DESCRIPTION
1.	SCOPE OF APPLICATION OF THIS PART OF THE AGREEMENT
2.	PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT
3.	DEFINITIONS
4.	WAGES
5.	SHIFT ALLOWANCE
6.	TASK WORK
7.	SHORT -TIME
8.	PAYMENT OF WAGES AND OVERTIME

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9.	HOURS OF WORK AND OVERTIME
10.	PUBLIC HOLIDAYS
11.	RECORDS
12.	WORK IN THE CLOTHING INDUSTRY
13.	PROPORTION OR RATIO OF EMPLOYEES
14.	ANNUAL LEAVE
15.	HOLIDAY LEAVE BENEFIT (ANNUAL BONUS) FUND ACCOUNT
16.	MATERNITY LEAVE
17.	PATERNITY LEAVE AND FAMILY RESPONSIBILITY LEAVE
18.	PREMIUMS FOR TRAINING
19.	REGISTRATION OF EMPLOYERS
20.	REGISTRATION OF EMPLOYEES
21.	TERMINATION OF SERVICE
22.	DISCIPLINARY AND GRIEVANCE PROCEDURE
23.	EXEMPTIONS
24.	PERSONS UNDER THE AGE OF 15 YEARS
25.	COUNCIL FUNDS
26.	SACTWU FUNDS
27.	CLOSED SHOP AND TRADE UNION MEMBERSHIP/SUBSCRIPTIONS
28.	ACCESS TO AND ORGANISING FACILITIES ON AN EMPLOYERS' PREMISES BY THE TRADE UNION
29.	RIGHTS OF TRADE UNION REPRESENTATIVES
30.	AGENTS
31.	EXHIBITION OF AGREEMENT, WAGE RATES AND HOURS OF WORK
32.	ADMINISTRATION OF AGREEMENT
33.	TRADE UNION'S REPRESENTATIVES OF THE COUNCIL
34.	WORKING PROPRIETORS AND / OR WORKING PARTNERS
35.	SICK BENEFIT FUND
36.	RETRENCHMENT
37.	FINANCIAL MATTERS
38.	DISPUTE PROCEDURES
39.	ATYPICAL WORK AND SUBCONTRACTING
40.	FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION
41.	PRODUCTIVITY
42.	AGENCY SHOP
43.	INDUSTRY PROTECTION FUND (Annexure C)
44.	HIV/AIDS (Annexure A)
45.	CONTRACT EMPLOYEES (Annexure D)
46.	WORKING IN ARRANGEMENTS
47.	JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES
48.	PROVIDENT FUND CONTRIBUTIONS
49.	INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT (Annexure E)



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2. PERIOD OF OPERATION OF THIS PART OF THE AGREEMENT

This part of the Agreement shall come into operation on the same date as fixed by the Minister of Labour in terms of Clause 2 of this Agreement.

3. DEFINITIONS

Any expressions used in this part of the Agreement which are defined in the Act shall have the same meaning as in the Act. Any reference to an Act includes any amendments of such Act, and, unless the contrary intention appears, any reference to one gender shall include the other, further, unless inconsistent with the context-

A. General Definitions

"Accounting Officer" means -

- (a) any Manager or Secretary of an establishment who is a member of a recognised profession as set out in section 60 of the Close Corporations Act, 1984; and
- (b) any other person approved by the Council.

"Act" means the Labour Relations Act, 1995:

"Clothing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the making of all classes of the undermentioned items of apparel/clothing/garments:

Belts (manufactured from cloth), braces, brassieres, caps, collars, corsetry, cummerbunds, gloves, handkerchiefs, hats, hosiery (including ladies' stockings, pantihose and socks), knitted outerwear, knitted underwear, nightwear (including pyjamas), outerwear, protective wear (including overalls and wetsuits), scarves, smirts, suspenders, ties (including bowties), and underwear.

A. and includes-

- (a) all operations incidental thereto and consequent thereon and all succeeding processes or operations performed in connection therewith carried on by such employers and any of their employees, irrespective of the process or method used in such making and irrespective of whether such processes or operations are performed on the premises of such employers, or elsewhere;
- (b) all types of hand-sewing operations (including beading and embroidery), whether by hand and/or machine, on garments and/or parts of garments and irrespective of whether or not such operations are performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
- (c) any of the aforementioned items made for quantity production tailoring made to the order of any government department, provincial administration, S A Airways, Telkom, Transnet or local authority;
- (d) any part(s) of garments whether by means of a knitting process or otherwise;
- (e) design-room services, irrespective of whether or not such services are provided by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
- (f) fully-fashioned and/or semi-fashioned garments knitted on circular, flat or full-fashioned machinery;
- (g) screen process printing on garments and parts of garments performed in a clothing, textile and/or knitting establishment;
- (h) tailored outer garments for the execution of special measure orders from dealers whose



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customers' measurements are taken by or on the responsibility of such dealers;

- (i) the changing of labels, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
- (j) the making of buttonholes, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
- (k) the ironing of garments and/or parts of garments, irrespective of whether or not such ironing is done in the establishment in which such items were manufactured or in an establishment or by persons undertaking such work on newly manufactured garments on behalf of such employers and any of their employees;
- (l) the making up of garments from knitted fabric in the establishment in which the fabric was knitted;
- (m) the making up of sample garments and/or parts of garments, irrespective of whether or not such operation is performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees;
- (n) the marking-in and/or cutting of garments or parts of garments, irrespective of whether or not such operation(s) is(are) performed by such employers and any of their employees or by an establishment or persons undertaking such work on behalf of such employers and any of their employees; and
- (o) the packing of garments and/or parts of garments, irrespective of whether or not such packing is done in the establishment in which such items were manufactured or in an establishment or by persons undertaking such work with newly manufactured garments on behalf of such employers and any of their employees;



B. but excludes-

- (a) belts, braces, garters, suspenders and armlets manufactured from leather;
- (b) boxing gloves;
- (c) retail dressmaking, i.e., the making of single garments to the measurement of individual persons;
- (d) retail millinery, i.e., the making of hats in shops for sale in such shops and the making of single hats to the measurement of individual persons;
- (e) tailor-made garments for individual persons, provided such garments are not manufactured in a factory;

"complying employer" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the National Bargaining Council, which has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union, employer subscriptions or who has implemented a signed Council-approved arrears repayment plan and who has registered all permanent and contract employees with the Council;

"contract worker" means an employee who is employed on a fixed-term contract;

"Council" means the KwaZulu-Natal Chamber (formerly the Bargaining Council for the Clothing Industry (Natal) of the National Bargaining Council for the Clothing Manufacturing Industry;

"earnings" means the total remuneration due to an employee for the time actually worked;

"employee" means -

- (a) any person within the scope of application of this part of the Agreement as set out in clause 1, excluding an independent contractor, who works for another person in the

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Clothing Industry and who receives, or is entitled to receive, any remuneration; and

- (b) any other person within the scope of application of this part of the Agreement as set out in clause 1, who in any manner assist in carrying on or conducting the business of an employer in the Clothing Industry.

"establishment" means any place in which any operation in connection with the Clothing Industry is carried on;

"experience" means the total period of employment an employee has had in the Clothing Industry, whether within the Republic of South Africa or elsewhere, in any capacity other than as a driver of a motor vehicle, or mechanic, and includes-

- (a) in the case of a clerical employee, all periods of employment which such employee has had as a clerical employee, irrespective of the trade, industry or undertaking in which such experience was gained;
- (b) in the case of a retail or private dressmaker seeking employment in the Clothing Industry in a capacity other than that of a clerical employee, traveller, mechanic, belt man, boiler attendant or driver of a motor vehicle, half of his total experience as a retail or private dressmaker;
- (c) in the case of a presser and/or folder who has been in the Laundry Trade, seeking employment as a presser, ironer and/or folder in the Clothing Industry, half of his total experience in the Laundry Trade;
- (d) in the case of all other employees, each completed period of six months' training in any work similar to that for which wages are prescribed in this part of the Agreement shall entitle the employee to one increment on the appropriate wage scale;

"hourly wage or rate" means the weekly wage divided by 42½.

"Laundry Trade" means the trade in which employers and employees are associated for the purpose of laundering, cleaning or drying all types of woven, spun, knitted or crocheted fabrics or articles made from such fabrics, including all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

"learner" means an employee whose period or periods of employment do not entitle him to be paid the qualified wage prescribed in clause 4(1) for an employee of that class;

"Level B Compliance" means an employer who:

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

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

"National Council" means the National Bargaining Council for the Clothing Manufacturing Industry, registered in terms of the Act;

"night shift" means any period of work performed in an establishment, the major portion of which falls between the hours 18:00 and 06:00;

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

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



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"premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee;

"qualified employee" means in relation to an employee in the Industry, an employee other than a learner, labourer, watchman and driver of a motor vehicle;

"qualified wage" means the maximum wage prescribed in clause 4 (1) for an occupation;

"rates" means piece-work rates or rates of payment for overtime;

"retail dressmaking" means the making of single garments for girls and women to the measurement of individual persons, not as special measure orders from dealers whose customers' measurements are taken by or the responsibility of such dealers;

"retail millinery" means the making of hats in shops for sale in such shops and the making of hats to the measurements of individual persons;

"task-work" means the selling by an employer or his representative to an employee of a definite number of garments or portions of garments to be made up by such employee in a specified time;

"unladen mass" means the mass of any motor vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such motor vehicle or trailer: Provided that in the case of a two or three-wheeled motor vehicle (other than a mechanical horse), the unladen mass shall be deemed to be under 454 kg;

"weekly wage" or "wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work set out in clause 9 (1);

"workshop" means any premises in which one or more employees are engaged on operations in the Clothing Industry.



B. Definitions of the occupations, capacities and duties of employees in the Clothing Sector only:

"assistant head cutter" means a person who assist the head cutter in creating designs, styles, fashions and in making patterns, grading patterns and planning cutting jobs;

"assistant storeman" means an employee other than a labourer who, under the supervision of a storeman, assists in issuing or receiving goods;

"automatic hydraulic hat presser" means an employee operating an automatic hydraulic hat press used solely for shaping hats;

"bandknife cutter" means an employee who cuts out all articles of wearing apparel, linings, trimmings or interlinings with a bandknife;

"baster" means an employee engaged in hand sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand sewing of linings of coats into position preparatory to sewing the edge seams;

"belt man" means an employee other than a learner mechanic, engaged in fixing machine belts, oiling bearings, filling oil cans and similar work and assisting the establishment's mechanic;

"boiler attendant (Clothing)" means an employee who, under the supervision of a foreman or factory manager, is responsible for maintaining the water level and steam pressure of a boiler in an establishment, and who may stoke, rake, slice and draw the fire in such boiler;

"cardboard box maker" means an employee engaged in operating a cardboard box making machine;

"cleaner" means an employee engaged in cutting or trimming off loose ends of cotton left in the garments by previous operators;

"clerical employee" means an employee who is engaged in-

- (a) writing, typing and filling;
- (b) operating a calculating machine, computer terminal, punch card machine or accounting

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machine:

- (c) any other clerical work and includes a cashier, despatch clerk (clothing), storeman, shipping clerk, invoice clerk, work study clerk and telephone switchboard operator but does not include any other class of employee elsewhere defined, notwithstanding the fact that clerical work may form part of such employee's work.

"clicker" means an employee who cuts out parts of garments from dies using a mechanical or hydraulic press;

"coat-turner" means an employee engaged in turning coat facings out after machining;

"conveyor" or "conveyor belt" means a special machine used for the purpose of conveying articles or shirts and/or clothing from one employee to another on an automatic moving belt;

"conveyor feeder" means an employee responsible for feeding prepared parts of garments on to a conveyor for further operations and who may be assisted by one or more sorters;

"cutter" means an employee who cuts out all articles of wearing apparel, linings, trimmings or interlinings by any method;

"despatch packer (Clothing)" means an employee who, under the supervision of a foreman or clerical employee, is wholly or mainly engaged in making up orders and in packing goods for transport, including the sealing of cellophane bags by hand or machine, or delivering in connection with the despatch department of an establishment;

"dressmaker" means a person engaged in making dresses to individual measurements for private persons;

"driver 1" means the driver of a motor vehicle with unladen mass of less than 454 kilograms;

"driver 2" means the driver of a motor vehicle with unladen mass of between 454 and 2 722 kilograms;

"driver 3" means the driver of a motor vehicle with unladen mass of between 2 723 and 4 540 kilograms;

"driver 4" means the driver of a motor vehicle with unladen mass of more than 4 540 kilograms;

"examiner" means an employee who examines finished garments for quality;

"factory clerk (Clothing)" means an employee who is engaged in one or more of the following duties and capacities:

- (a) Calculating bonus payments from production schedules for the computation of wages;
- (b) checking or recording for production control;
- (c) copying invoices or other documents by machine or hand;
- (d) issuing machine parts, tools, oil and other equipment from a workshop store and/or recording same;
- (e) checking attendance records or recording particulars of employees at work or absent from work, preparing wage cards or envelopes for subsequent use by another employee;
- (f) checking invoices or other documents;
- (g) filing of documents;
- (h) recording particulars of waste.

"finisher by hand" means an employee who performs one or more of the following operations by hand: Putting pads or wadding into shoulders of coats; fastening or serging sleeve-heads; felling silk facings already basted into position; making button-holes by hand, felling sleeve-head linings, holding such in position with the fingers; beader or embroiderer by hand.

"fitter-up" means an employee who takes the outside garments together with the cut out linings (called trimmings) and adjusts the outside and insides together accurately so that parts may go forward to the machine to be put together correctly;



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"folder" means an employee engaged in the folding of garments by machine or by hand and buttoning up of garments;

"foreperson (Clothing)" means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to his/her care in a factory or a department;

"General Worker Heavy Work" means an employee who is engaged in one or more of the following occupations:

- (a) Binding, wiring or strapping boxes or bales or other containers;
- (b) loading or unloading vehicles, trailers or international standard containers;
- (c) carrying or stacking goods;
- (d) mixing rubber solution for rubberised garments;
- (e) general gardening work;
- (f) washing or polishing of floors and staircases by machine or by hand.

"General Worker Light Work" means an employee who is engaged in one or more of the following occupations:

- (a) sweeping with a broom and/or dusting and wiping down chairs and tables;
- (b) folding and/or inserting mail, affixing postage stamps or labels for posting;
- (c) making and serving tea or similar beverages and washing crockery, cutlery and kitchen utensils;
- (d) marking, stencilling or affixing labels on boxes, bales or other containers by hand;
- (e) delivering letters or messages or light parcels within the factory premises;
- (f) operating a duplicating and/or addressograph and/or franking machine;
- (g) mopping and/or washing of toilet facilities.



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

- (1) Baster;
- (2) clicker;
- (3) conveyor feeder;
- (4) examiner;
- (5) finisher by hand;
- (6) fitter-up;
- (7) folder;
- (8) lay copier;
- (9) machinist;
- (10) maker of bows for dresses;
- (11) operator of automatic lace, embroidery or monogramming machine;
- (12) presser;
- (13) seam welder;
- (14) setter of automatic pleating machines;
- (15) shaper;
- (16) sloper;


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- (17) any other employee not elsewhere specified;
- (18) factory clerk.

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

- (1) General worker heavy work;
- (2) layer by machine;
- (3) underpresser.

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

- (1) Assistant storeman;
- (2) automatic hydraulic hat presser;
- (3) belt man;
- (4) boiler attendant;
- (5) cardboard box maker;
- (6) cleaner;
- (7) coat turner;
- (8) covering buckles by hand or machine and/or trimming and cleaning belts after lining and belt having been machined together;
- (9) cutter of traveller's swatches;
- (10) despatch packer;
- (11) eyelet punching and letting;
- (12) guiding material with paper through automatic pleating machine;
- (13) hat sprayers, i.e. those spray painting hats;
- (14) ironer of fusible interlinings with hand iron positioning and spot fusing of fusible interlinings with special machine;
- (15) marker;
- (16) operator of hand/or machine-operated button-covering machine;
- (17) operator of a shrinking press;
- (18) operator of a semi-automatic or automatic fusing machine;
- (19) operator of a semi-automatic press stud-machine;
- (20) operator of zip machine;
- (21) packer;
- (22) patent turner (hand or machine);
- (23) pinner;
- (24) plain sewer;
- (25) putting fasteners on caps;
- (26) putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process;
- (27) putting prepared formers in steambox and taking them out again in hand or loom pleating;
- (28) rivetting buckles, bending belt buckles, punching holes for buckles and prongs, pressing prongs into buckles, stapling buckles onto belt;



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- (29) rubberising, i.e. waterproofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller, cleaning off any rubber solution, painting seams or oilskins and waterproof hats;
- (30) sorter;
- (31) spreading of PVC (plastic solution) in waterproofing process and/or on raincoats and protective wear;
- (32) Stamper;
- (33) raking material out of looms in hand or loom pleating process;
- (34) waterproofing seams;
- (35) winder or unwinder of lace, embroidery, braids, ribbons, bindings and elastic;
- (36) layer by hand;
- (37) general worker light work.

"hat sprayer" means an employee engaged in spray painting hats.

"head cutter" means the person who actively supervises the cutting room and who designs, styles and fashions, makes patterns, grades patterns and who plans cutting jobs;

"lay copier" means an employee engaged in placing of numbered patterns on a lay to conform with a numbered photograph, diagram or plan;

"layer by hand" means an employee engaged in laying up materials by hand preparatory to cutting;

"layer by machine" means an employee engaged in laying materials by machine preparatory to cutting;

"machinist" means an employee who performs by sewing machine any operation in the making of clothing;

"marker" means an employee engaged in marking the position of pockets, buttons and/or button holes;

"mechanic (Clothing)" means an employee engaged in the installation, repair and maintenance of boilers and machinery;

"motor vehicle driver" or "driver of a motor vehicle" means an employee engaged in driving a motor vehicle and for the purposes of this definition "driving a motor vehicle" is deemed to include all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain on duty in readiness to drive;

"packer" means an employee engaged in packing garments into boxes or other suitable wrappings or tying them into bundles prior to their being sent to the despatch department;

"patent turner" means an employee engaged in turning out or over the edges of collars, facings, bands, cuffs, pockets and/or flaps whether by hand or machine;

"pinner" means an employee engaged in pinning unfinished and/or finished garments;

"plain sewer (Clothing)" means an employee engaged solely in performing by hand one or more of the following operations:

Tacking permanent turn-ups; tacking waistband linings; sewing on hooks and eyes, tickets and/or press studs; fastening catch in tops of trousers; sewing on buttons; making and sewing on hangers; felling crutch linings in trousers, felling bottoms and waist-band linings and various odds and ends of sewing; felling necks of vests; fastening edge stays and odds and ends of sewing; felling bottoms of linings or seams of same already basted into position; felling bindings; fastening facings inside already basted in position;

"presser" means an employee employed in pressing the finished garment by hand or machine;



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"seam welder" means an employee who joins seams by any method other than by a thread-sewing machine;

"setter of automatic pleating machines" means an employee engaged on setting of pleats on automatic pleating machines;

"shaper" means an employee engaged in shaping the lapels and collars of coats preparatory to underbasting;

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

"short-time" means working time that is reduced below the usual number of working hours in the establishment when such reduction is due to slackness of work or the exigencies of the Industry;

"sloper" means an employee engaged in marking or trimming the shape of the necks in the shirt section, preparatory to other operations;

"sorter" means an employee engaged in sorting out garments or parts of garments for the various operations;

"stamper" means an employee engaged in stamping the size or identity work numbers on garments or parts of garments, or on any article connected with packaging or despatching of garments;

"storeman (Clothing)" means an employee in charge of the main stock room of an establishment;

"trimmer" means an employee engaged in marking in and/or cutting linings and interlinings;

"under-presser" means an employee other than a presser employed in pressing processes;

"watchman (Clothing)" means an employee engaged in guarding premises, buildings or other property;

"waterproofing seams" means waterproofing of a threadsewn seam by means of a hot press;

C. Definitions of the occupations capacities and duties of employees in the Garment Kitting Sector only:

"boiler attendant (Knitting)" means an employee who, under general supervision, maintains the water level and steam pressure of a boiler and who may make, maintain or draw the fire in such boiler, and who removes ashes;

"colouring mass-measurer" means an employee who, under the supervision of a dyer, is responsible for the mass-measuring of dyestuffs and chemical byproducts;

"cutter or shaper (Knitting)" means an employee who is engaged in cutting fronts, backs and/or sleeves of a fully-fashioned garment and/or trimmings, and marking and/or cutting attachments, points of necks and/or armholes and/or trimmings and who may use a template for this purpose;

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

"despatch packer (Knitting)" means an employee who, under the supervision of a despatch clerk, is engaged in packing, assembling, marking, addressing and mass-measuring goods for despatch or delivery;

"driver of a motor vehicle (Knitting)" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition, the expression driving a motor vehicle includes all periods of



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

"dyer" means an employee who is responsible for and engaged in dyeing and/or other finishing processes and who decides on the nature, mass blending and application of the dyes or other chemicals to be used;

"dyer's assistant" means an employee who, under the supervision of a dyer, is responsible for the mixing of colours and/or formulae and who may attend or operate the machines used in the dyeing and finishing processes;

"factory clerk (Knitting)" means an employee who is engaged in any one or more of the following duties:

- (a) Checking attendance records or recording particulars of employees at work or absent from work, collating time cards and/or envelopes;
- (b) checking or recording production control; and
- (c) recording particulars of waste;

"floorwalker/runner" means an employee who is engaged in carrying garments or parts of garments from one place to another within the workplace;

"foreperson (Knitting)" means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to his care in the workplace or a department of the workplace;

"general worker (Knitting)" means an employee who is engaged in one or more of the following activities:

- (a) Carrying, moving, stacking or unpacking goods or other articles;
- (b) cleaning or washing premises;
- (c) cutting up or otherwise destroying rejected hosiery or fabrics;
- (d) gardening work;
- (e) lime-washing or colour-washing buildings, or other structures;
- (f) loading or unloading;
- (g) making or maintaining fires, or removing refuse or ashes; and
- (h) opening or closing or unpacking or strapping cartons, boxes, bags and other containers;

"handyman" means an employee, other than a knitting machine operator, mechanic or mechanic's assistant, who is engaged in making minor repairs and adjustments to machinery, plant, building and other equipment;

"knitting machine operator" means an employee who is engaged in changing needles, sliders and sinkers, straightening tricks, including chain and card control, and running on after press-offs, but excludes the resetting of the machine and pattern changing;

"linker" means an employee who is engaged in operating a linking machine used for the purpose of toe-closing in hosiery and/or joining parts of a fully-fashioned garment and/or attaching trimmings to a fully-fashioned garment or parts of a garment;



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"mechanic (Knitting)" means an employee who is engaged in the operation, maintenance, rebuilding and refitting of knitting machines and other machines used in the Knitting Industry and who is also proficient in pattern designing and making;

"mechanic's assistant" means an employee who, in addition to performing the duties of a knitting machine operator, is engaged in the reselling of machines, including pattern drum, pattern wheel and jacquard set-outs, and, under the supervision of a mechanic, carrying out minor repairs and generally stripping and assembling machines;

"mender" means an employee who is engaged in repairing knitting faults in fabric, garments, blanks and/or hosiery; **"night work"** means work performed after 18:00 and before 06:00 the next day;

"parcel maker" means an employee who is engaged in closing and/or sealing parcels and cartons prior to despatch and delivery;

"plain sewer (Knitting)" means an employee who performs one or more of the following operations by hand:

Fastening edge-stays and odds and ends of sewing; sewing on buttons; hand knitting and/or hand crocheting; and all hand sewing not elsewhere specified;

"pre- or post-boarder or former" means an employee who is engaged in placing hosiery and/or garments on forms and subsequently removing them;

"seamer" means an employee who is engaged in joining seams in hosiery by means of a seaming machine;

"security officer" means an employee who is in charge of staff engaged in guarding the safety of premises and/or the property of the workplace, and who may be in charge of searching staff and who carries out such security work as may be assigned to him by the management;

"sewing machinist (Knitting)" means an employee who is engaged in operating a sewing machine using a needle and thread in a Garment Knitting establishment;

"sorter and/or grader" means an employee who is engaged in sorting and/or grading hosiery into pairs according to length and size and/or sorting trimmings, materials and/or parts of fully-fashioned garments;

"store clerk" means an employee who is employed in the store or warehouse of the workplace under the general supervision of a storeman and who is engaged in the general handling of goods in the workplace, but does not include a general worker;

"storeman (Knitting)" means an employee who is in general charge of stocks of incoming goods or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in the workplace or for despatch;

"supervisor (Knitting)" means an employee who, under the supervision of a foreman and/or manager, is in charge of a group of employees in a Garment Knitting establishment;

"traveller's assistant" means an employee who, under the supervision of a traveller, is engaged in such tasks as may facilitate the execution of the work of the traveller, but does not include the driving of a motor vehicle;

"warp knitting machine operator" means an employee who operates one or a set of warp knitting machines, and who is capable of correcting faults, changing and/or straightening needles, filling bars, and making minor adjustments, and includes a threader and needle fixer;

"warper" means an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and who prepares the beam;

"watchman (Knitting)" means an employee who is engaged in guarding premises or other property;

"winder" means an employee who is engaged in operating a yarn-winding machine;



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

4. WAGES

- (1) Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW. Subject to the provisions of this part of the Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees employed at clothing establishments shall be as follows:

(a)

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)
GRADE 1		R	R	R	R
(a)	Qualified				
(b)	Learner	1490.20	1192.15	1497.10	1197.70
	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


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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)
Thereafter, the qualifying wage applies			R 1295.10	R 1036.10	R 1301.25	R 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						
(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


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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)
		19 - 22 months	R	R	R	R
		Thereafter, the qualifying wage applies	1391.30	1113.05	1397.65	1118.10
			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


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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	1330.15	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.					

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)



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Description of Occupation		Wage per week from 01 Mar 2021 to 31 Aug 2021	New Employees on Incentivised Scheme Effective 1 March 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 Mar 2021 to 31 Aug 2021	New Employees on Incentivised Scheme Effective 1 March 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	1430.15	1144.10	1436.75	1149.40
(b)	Learner				
	0 - 6 months	943.95	882.30	948.40	882.30
	7 - 12 months	1044.20	882.30	1049.00	882.30
	13 - 18 months **	1144.25	915.40	1149.60	919.70
	Thereafter, the qualifying wage applies	1430.15	1144.10	1436.75	1149.40
GRADE 2					
(a)	Qualified	1242.90	994.30	1248.80	999.05
(b)	Learner				
	0 - 6 months	938.90	882.30	943.25	882.30
	Thereafter, the qualifying wage applies	1242.90	994.30	1248.80	999.05
GRADE A					
(a)	Qualified	1273.55	1018.85	1279.30	1023.45
(b)	Learner				
	0 - 6 months	989.20	882.30	993.90	882.30
	Thereafter, the qualifying wage applies	1273.55	1018.85	1279.30	1023.45
HEAD CUTTER		2281.70	1825.35	2292.15	1833.70
ASSISTANT HEAD CUTTER		1825.20	1460.15	1833.55	1466.85
CUTTER/TRIMMER					
(a)	Qualified	1433.60	1146.90	1440.30	1152.25
(b)	Learner				
	0 - 6 months	899.20	882.30	903.45	882.30
	7 - 12 months	1004.75	882.30	1009.15	882.30
	13 - 18 months	1105.95	884.75	1111.15	888.90
	19 - 22 months	1226.25	981.00	1231.75	985.40



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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 per week from 01 Mar 2021 to 31 Aug 2021	New Employees on Incentivised Scheme Effective 1 March 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 Mar 2021 to 31 Aug 2021	New Employees on Incentivised Scheme Effective 1 March 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
		Thereafter, the qualifying wage applies	R 1433.60	R 1146.90	R 1440.30	R 1152.25
BAND KNIFE CUTTER						
	(a)	Qualified	1508.75	1207.00	1515.65	1212.50
	(b)	Learner				
		0 - 6 months	1006.05	882.30	1010.60	882.30
		7 - 12 months	1117.20	893.75	1122.45	897.95
		13 - 18 months	1219.10	975.30	1224.90	979.90
		19 - 22 months	1335.20	1068.15	1341.30	1073.05
		Thereafter, the qualifying wage applies	1508.75	1207.00	1515.65	1212.50
MECHANIC						
	(a)	Qualified	2452.05	1961.65	2463.30	1970.65
	(b)	Learner				
		0 - 6 months	1131.35	905.10	1136.40	909.10
		7 - 12 months	1299.15	1039.30	1305.25	1044.20
		13 - 18 months	1490.95	1192.75	1498.10	1198.50
		19 - 24 months	1682.90	1346.30	1690.80	1352.65
		25 - 30 months	1887.45	1509.95	1896.30	1517.05
		31 - 36 months	2075.60	1660.50	2085.15	1668.10
		37 - 40 months	2260.55	1808.45	2271.10	1816.90
		Thereafter, the qualifying wage applies	2452.05	1961.65	2463.30	1970.65
CLERK *						
	(a)	Qualified	1532.60	1226.10	1539.75	1231.80
	(b)	Learner				
		0 - 6 months	1042.05	882.30	1046.85	882.30



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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 per week from 01 Mar 2021 to 31 Aug 2021	New Employees on Incentivised Scheme Effective 1 March 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 Mar 2021 to 31 Aug 2021	New Employees on Incentivised Scheme Effective 1 March 2021 = 80% (Where applicable the Minimum Wage Payable plus Incentive has been adjusted to comply with the National Minimum Wage)
			R	R	R	R
		7 - 12 months	1176.60	941.30	1182.00	945.60
		13 - 18 months	1287.20	1029.75	1293.05	1034.45
		Thereafter, the qualifying wage applies	1532.60	1226.10	1539.75	1231.80
WATCHMAN			1284.55	1027.65	1290.45	1032.35
DRIVER 1			1206.55	965.25	1212.15	969.70
DRIVER 2			1318.40	1054.70	1324.50	1059.60
DRIVER 3			1537.30	1229.85	1544.45	1235.55
DRIVER 4			1856.70	1485.35	1865.40	1492.30
FOREPERSON			1757.75	1406.20	1765.95	1412.75
* 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 3.7% Across-the-Board.						

- (b) Where any of the Council's prescribed wage rates in the National Main Collective Agreement is less than the National Minimum Wage (NMW) it will be adjusted upwards to at least the NMW. The onus is on the employer to ensure that they are not in contravention of the NMW. Subject to the provisions of this part of the Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees employed at Garment Knitting establishments, shall be as follows:


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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	1409.15	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	1818.50
		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

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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
	(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
		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



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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
(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
		Thereafter, the wage specified in (ix)(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



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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 (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
		thereafter, the wage specified in (xiv)(i) i.e.	1802.95	1442.35	1811.15	1448.90



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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
(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, Creefer, 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	1157.15	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)	1487.65	1174.10	1474.55	1179.65



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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	
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.					

Whenever a qualified Grade 2 employee is transferred to another occupation classified as the work of a Grade 1 employee, he shall receive not less than his existing rate of pay for a period of six months and thereafter, on completion of that period, he shall receive his next increment and thereafter the prescribed increments in his new occupation. An unqualified Grade 2 employee who is transferred to another occupation classified as the work of a Grade 1 employee, shall be paid not less than the wage he was receiving prior to his transfer, but shall be paid the prescribed increments in his new occupation.

(2) Incentivised Wage Rates

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

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

This means that:

Employees employed before 1 September 2016

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

Employees employed after 1 September 2016


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

Subject to the following provisions:

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

The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.
- 2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.
- 2.6 The closed shop shall be applicable to all new employees.
- 2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.
- 2.8 Employers will ensure that short time arrangements are at all times fairly and equitably distributed across a workplace's employees in all job categories affected by short time arrangements.
- 2.9 Qualified employees shall be employed at the qualified rate, subject to sub-clause 2.2.
- 2.10 Current employees employed in terms of the new entry rate provision envisaged in the 2011/2012 party-to-party agreement and who were so employed prior to 1 September 2012 shall by exemption be ring-fenced on those rates plus all the subsequent annual increases due, and subject to the companies at which they are employed meeting the compliant employment growth targets as set out in the 2011/2012 wage agreement.



- 2.11 Effective 1st September 2012, all retrenched employees will, within a period of 12 months of having been retrenched, be given preferential employment in the same job category at the same wage rate which was applicable at the date of the employee's retrenchment or any higher wage rate which may have been gazetted and become applicable to the affected employee's job category after such date of retrenchment.
- 2.12 The parties have negotiated a national framework agreement at national bargaining council level, to give enabling effect to the plant level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national framework agreement, which national framework agreement is attached as Annexure E hereto.
- 2.13 The deadlock breaking mechanism for the national framework agreement is either binding interest arbitration or, at the end of the prescribed period, the entire 80% dispensation falls away, unless other forms of deadlock breaking mechanisms are agreed between the parties.
- 2.14 Should the 80% dispensation fall away in consequence of the provision in sub-clause 2.13 above, new employees employed on the incentive wage provisions should be paid 100% of the applicable agreement rate.
- 2.15 The deadlock breaking mechanism for operationalising the incentive component at plant level shall consist firstly of a facilitation process by a panel of experts jointly appointed by the employer and trade union parties to this agreement and if not resolved, by an advisory award by the panel, unless other forms of deadlock breaking mechanisms are agreed to between the parties.
- (3) Nothing in this part of the Agreement shall operate to unilaterally reduce the wage which was being paid to any employee at any time prior to or at the date of commencement of this part of the Agreement.
- (4) An employee employed as a conveyor feeder shall receive the wages prescribed for an employee of this class, plus 10 per cent.
- (5) (a) Any increase in the wage to which a learner becomes entitled as a result of previous experience shall become payable on the accruing date unless the employee has been absent from work of his own accord for a period longer than seven days in the aggregate in any of the six-monthly qualifying periods provided for in this clause. The accruing date, when an increase of wage falls due to him, may be advanced to the equivalent of the number of days in excess of seven days that he has been absent from work of his own accord in any of his six-monthly qualifying periods.
- (b) In the case of an employee who has yearly qualifying periods, the accruing date when an increase of wages falls due to him, may be advanced to the equivalent of the number of days in excess of 14 days that he has been absent from work on his own accord in any of his yearly qualifying periods.
- (6) Unless otherwise stated in this part of the Agreement, the Council shall be the sole forum for the purposes of negotiating matters regulated in this part of the Agreement, inclusive of the Sick Benefit Fund Agreement and the Provident Fund Agreement, and the trade union shall not seek to improve the remuneration of employees in the Industry nor seek to re-negotiate any matters



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which are regulated in the aforementioned Agreements during the periods of operation of such Agreements: Provided that-

- (a) the trade union shall be entitled to submit demands to the employers' organisation for the sole purpose of commencing negotiations for any agreement if such agreement is intended to replace any of the aforementioned Agreements at the expiry of their respective periods of operation; and
- (b) notwithstanding anything to the contrary contained herein, the remuneration of employees employed at a particular establishment may be negotiated between the employer of that establishment and his employees provided any improvement thereof is specifically linked to productivity improvement.

5. SHIFT ALLOWANCE

- (1) A twelve and a half percent (12½%) allowance shall be paid to all workers engaged in normal shift work calculated on the basic minimums.
- (2) normal shift work shall mean a regular pattern of rotating hours of work and/or a regular pattern of work which falls outside normal working hours and shall exclude work pertaining to a twilight shift.



6. TASK-WORK

Task-work is prohibited.

7. SHORT-TIME

- (1) Where short-time is being or has been introduced in any establishment, an employee who attends at the establishment on any day shall, unless he has prior to such date received notice that his services will not be required on such day, be employed for at least half a day or be paid half a day's wages *in lieu* thereof.
- (2) If, owing to slackness of trade, it is found impossible to work full-time, short-time shall be worked by distributing the work evenly, as far as practicable, in any section or department concerned.
- (3) When it is necessary to introduce short-time in any factory the clock cards shall be suitably endorsed in respect of each employee so affected.
- (4) The provisions of this clause shall not apply to watchmen.

8. PAYMENT OF WAGES AND OVERTIME

- (1) (a) An employer shall pay wages and other remuneration in sealed envelopes on which shall be reflected, or which shall be accompanied by a slip or statement showing-
 - (i) the name and Council number of the employee;
 - (ii) weekly rate of pay;
 - (iii) total hours worked;
 - (iv) date up to which payment is made;
 - (v) total amount contained in the envelope;
 - (vi) details of all deductions [in terms of subclause (6)]; and


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- (vii) the amounts paid in respect of work done on Sundays.

All such information shall be either machine-printed, or written in ink, or shall be clear carbon copy. Such payments shall be made in cash weekly on Fridays, during working hours, at the establishment of the employer within half an hour before the closing time of the establishment: provided that, where an employee's services do not terminate on the ordinary payday of the establishment concerned, any amounts due to him shall be paid immediately upon such termination. [This clause shall not apply to monthly-paid employees who are in receipt of at least R650 per month and clerical employees, who are provided for in paragraph (b) hereof].

- (b) An employer shall pay wages to monthly paid employees who are in receipt of at least R650 per month and clerical employees who are engaged on a monthly basis, not later than the last day of each calendar month, or upon termination of their employment, if this should take place before the ordinary payday of the employee.
- (c) In the case of a twilight shift worker, the wages due to an employee shall be paid at a time agreed upon between such employee and his employer, which time shall be during a twilight shift, but not later than twenty-four hours after the usual pay day.
- (2) On every day on which wages or other remuneration are payable in terms of subclause (1) (a)-
- (a) every employer shall by 14:00 have available in cash in the establishment the full amount to be paid:
- (b) the envelopes referred to in subclause (1) (a) shall be duly completed and sealed at least one hour before the closing time of the establishment.
- (3) Where work is performed by employees organised in sets or teams, every employee shall be paid his earnings by the employer in whose establishment the work is performed or by his representative.
- (4) An employer shall pay to an employee who, during any part of any week, is employed on more than one class of work for which different weekly wages are hereby prescribed, the highest of such different weekly wages for the whole of such week.
- (5) An employee other than a watchman, engaged on night shift, shall be paid not less than the remuneration prescribed for his class of work in clause 4 of this part of the Agreement, plus 12½ per cent.
- (6) No employer shall make a deduction of any description from amounts due to an employee in respect of wages or overtime, except in the following circumstances:
- (a) Whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof may be made unless otherwise provided in this part of the Agreement:
- (b) in any establishment where the regular weekly hours of work are less than 42½, the employee may be paid for the actual number of hours worked at the hourly rate: Provided that an employee shall be paid an amount not less than 40 times the hourly wage in respect of any week's work;
- (c) deductions may be made by an employer for insurance or pension funds with the written consent of the employee:
- (d) contributions to Council funds shall be deducted in terms of clause 25 of this part of the Agreement;
- (e) deductions shall be made by the employer in terms of the Provident Fund Agreement of the Clothing Industry (Natal):



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- (f) the costs of scissors supplied to employees may be deducted;
- (g) if, owing to the accidental stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage of such employee only for the time lost which is in excess of one hour in respect of each stoppage;
- (h) any amount which an employer is legally compelled or permitted to pay on behalf of any employee may be deducted;
- (i) contributions to the Sick Benefit Fund shall be deducted in terms of clause 35 (3) of this part of the Agreement;
- (j) deductions for trade union subscriptions shall be made in terms of clause 27 (2) of this part of the Agreement;
- (k) where short-time has been introduced, the employee shall, subject to the provisions of clause 7 of this part of the Agreement, be paid for the actual time worked.

9. HOURS OF WORK AND OVERTIME

- (1) Hours of Work: A five day week shall be observed from Monday to Friday inclusive and the ordinary hours of work of an employee shall not exceed-
 - (a) 42½ hours, excluding meal intervals in any week from Monday to Friday, inclusive;
 - (b) 8½ hours on any day between the hours of 07:00 and 18:00;
 - (c) except that, in the case of an employee wholly engaged as a boiler attendant, the weekly hours may be 45 and the daily hours may be 9.
- (2)
 - (a) All hours of work in any day shall, except for meal intervals, be consecutive.
 - (b) An employer shall not require or permit an employee to work more than five consecutive hours continuously without a meal interval of at least half an hour, provided that if such interval be for longer than half an hour, the period in excess of half an hour shall be deemed to be hours of work.
- (3) An employee shall be deemed to be working in addition to any period during which he is actually working-
 - (a) during the whole of any interval in his work if he is not free to leave the workroom of his employer for the whole of such interval;
 - (b) during any other period during which he is in the workroom of his employer:

Provided that if it is proved that any such employee was not working and was free to leave the workroom during any part of any such period, the presumption provided for in this sub-clause shall not apply in respect of such employee with reference to that part of such period.
- (4)
 - (a) All time worked-
 - (i) in excess of the ordinary hours set out in clause 8 (1); or
 - (ii) before 07:00 and after 18:00 on Monday to Friday, except in the case of boiler attendants, shall be deemed to be overtime.
 - (b) No employer shall require or permit an employee to work overtime for more than-
 - (i) 10 hours in any week;
 - (ii) two hours on any day (Monday to Friday).



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- (c) No overtime in excess of one and a half hours, from Monday to Friday, may be required or permitted of an employee unless the employer-
 - (i) has given notice thereof to such employee the previous day;
 - (ii) provides such employee with an adequate meal before he/she has to commence overtime or pays such employee an allowance of R5,00 in sufficient time to enable him to obtain a meal before the overtime is due to commence.
- (d) An employee shall not be required to work overtime without his consent and an employee shall not be dismissed by reason of his refusal to work overtime.
- (5) No overtime in excess of that stated in terms of clause 9 (4) (b) shall be allowed unless permission has been obtained, in writing, from the Council prior to the performance of such work. In cases of urgency, the Secretary may issue provisional authority, which shall be valid until the next meeting of the Council.
- (6) In respect of overtime worked an employer shall pay to-
 - (a) an employee wholly or mainly engaged as a boiler attendant at a rate which is not less than one and a half times the weekly wage prescribed for an employee of his respective class of work divided by 45;
 - (b) an employee who is employed as a piece-worker at a rate which is not less than $1\frac{1}{2}$ times the piece-work rates or $1\frac{1}{2}$ times his weekly wage divided by $42\frac{1}{2}$, whichever is the greater;
 - (c) all other employees, at a rate which is not less than one and a half times the weekly wage divided by $42\frac{1}{2}$, provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted;
 - (d) an employee in respect of overtime worked on a Saturday which is in excess of $4\frac{1}{4}$ hours or after 12h00 at double the ordinary hourly rate.
- (7) Sunday work. Whenever an employee works on Sunday with the written permission of the Council, his employer shall either-
 - (a) pay to the employee-
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
 - (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.
- (8) (a) There shall be installed and maintained in working order in every establishment-
 - (i) one or more bells, or other audible signals, which shall operate automatically and indicate all times for starting and for stopping work;
 - (ii) one or more time clocks for the clocking in and out of employees: Provided that an employee shall be paid for the time which the employee has worked notwithstanding that the employee has not clocked in or clocked out.
- (b) Unless written exemption is obtained from the Council or Exemptions Board in terms of clause 23, every employee shall, unless prevented by sickness or other unavoidable



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circumstances at the establishment. clock in and clock out every working day. and no employee may clock in for any other employee in such establishment.

- (9) (a) The employer shall grant to each employee rest intervals of not less than 15 minutes during the morning work periods and 10 minutes during the afternoon work periods. Rest intervals shall be granted as nearly as practicable to the middle of each morning and afternoon and such intervals shall be reckoned as part of the usual working hours, but no employer shall require an employee to perform work during such interval.
- (b) For the purposes of this sub-clause the first half of any normal shift of more than five hours shall be deemed to be a morning work period, and the second half of any such normal shift, an afternoon work period.
- (10) No employer shall allow an employee to work a night shift unless permission has been obtained in writing, from the Council, prior to the performance of such work.
- (11) An employer may, in order to make up time lost through not working on any day which is a normal working day, permit his employees to work overtime on any day except Sunday prior or subsequent to the day not worked at ordinary rates of pay, provided such working-in takes place within a twelve (12) calendar month period of the original day not worked.
- (12) The provisions of this clause shall not apply to watchmen, except as provided below:
- (a) (i) An employer shall grant to each of his watchmen one full day of rest during every seven consecutive days. but, if an employer requires or permits such an employee to work on his day of rest, the hours worked shall be deemed not to be part of the ordinary hours of work, and the employee shall be paid for such work an amount of not less than double his daily wage:
- (ii) an employer shall grant his watchmen, other than a daily employee, not less than six days of rest in every six consecutive weeks of employment.
- (b) Provided that-
- (i) an employer shall make no deduction from the watchman's wage in respect of days of rest;
- (ii) an employer may, *in lieu* of granting his watchman any such day of rest, pay him double his daily wage in respect of each such day of rest not granted;
- (iii) where a watchman's contract of employment terminates before he has been granted all the days of rest to which he has become entitled by virtue of this sub-clause, his employer shall pay him in respect of each such day of rest not granted an amount of not less than his daily wage:
- (iv) for the purposes of this sub clause the expression "day of rest" means a period of 24 consecutive hours calculated from the time the watchman normally commences duty, and "daily wage" means the employee's weekly wage divided by six.



(13) Twilight Shift

- (a) **General provisions:** Subject to the provisions contained in this part of the Agreement an employer may establish a twilight shift, the establishment and operation of which shall be subject to the following conditions:
- (i) Only unemployed people may be recruited for working this shift.
- (ii) Notwithstanding the provisions of sub-clause 1 (a) above, supervisory and management staff from the existing staff complement of the employer's business may be employed on a twilight shift.

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- (iii) A twilight shift may only operate between the hours 16h30 to 23h00 daily from Monday to Friday.
- (b) **Employment conditions:** Staff employed on the twilight shift shall be subject to the following employment conditions:
- (i) All provisions contained in this part of the Agreement, unless specifically excluded, shall be applicable to employees employed on a twilight shift.
 - (ii) The remuneration payable to a twilight shift worker shall accrue at an hourly rate.
 - (iii) A twilight shift worker shall not be entitled to the payment of a shift allowance.
- (c) **Transport arrangements:** The following conditions will apply to the transportation of employees working on a twilight shift:
- (i) The cost of transport from the work place to the home of employees will be funded by the employer; and/or
 - (ii) The employer will be responsible for the arrangements and expenses of transport from the work place to the homes of the employees at the conclusion of a twilight shift; Provided that where an employer and employee agree that the employee shall make the practical arrangements for transport home, this shall be permissible provided the employer shall still be responsible for the costs of such transport.
- (14) **Aggregation of Overtime**
- For the purposes of determining the number of hours, or part thereof, which an employee should be paid at overtime rates, the hours worked outside the employee's normal working hours in terms of clause 9(1) of this part of the Agreement may be reduced by the number of hours or part thereof, in that pay week that the employee was absent.
- Provided that no reduction of the overtime worked by an employee shall be made should the absence result from any of the following:
- (i) time not worked as a result of protected industrial/protest action;
 - (ii) time not worked as a result of a public holiday as declared in terms of the Public Holidays Act;
 - (iii) time not worked as a result of the employer having declared short time;
 - (iv) time not worked as a result of the employee being on authorised shop steward stewards time off; and
 - (v) time not worked as a result of any authorised absenteeism.
- (15) Under no circumstances shall an employee be refused the opportunity to work overtime on the grounds of having been absent.

10. PUBLIC HOLIDAYS

- (1) For the purposes of this clause, "public holiday" shall mean a public holiday as defined in the Public Holidays Act, 1994, and includes the remainder of the day following the first 4¹/₂ hours after starting time on the Thursday before Good Friday.
- (2) If an employee does not work on a public holiday [as defined in subclause (1) above]-
 - (a) which falls on a day which otherwise is an ordinary working day for him, his employer shall pay to him in respect of that public holiday an amount not less than the remuneration payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on that day of the week;



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- (b) which falls on a Saturday or during the period of annual leave referred to in clause 14, his employer shall pay to him in respect of that public holiday an amount not less than one fifth of his ordinary weekly wage.
- (3) Whenever an employee works on a public holiday which otherwise is an ordinary working day for him, his employer shall pay him remuneration at a rate not less than his ordinary hourly wage in respect of the total period worked on that public holiday in addition to the remuneration he would ordinarily have received [as set out in subclause (2) (a) above].
- (4) Whenever an employee works on a public holiday which otherwise is not an ordinary working day for him, his employer shall pay him-
 - (a) either an amount at least equal to the remuneration payable to him in respect of the time (excluding overtime) ordinarily worked by him on a working day; or
 - (b) remuneration at a rate not less than his ordinary hourly wage in respect of the total period worked on that public holiday, whichever is the greater, in addition to an amount not less than one fifth of his ordinary weekly wage.
- (5) Remuneration payable to an employee in terms of subclauses (2), (3) or (4) shall be paid out to him no later than the payday next succeeding the day in respect of which such remuneration is payable.



11. RECORDS

- (1) All records with regard to wages required to be kept in terms of Section 32 of the Unemployment Insurance Act, 1966, or in terms of this part of the Agreement, shall be completed by 12:00 on each Friday.
- (2) Every employer shall keep as part of his records a clock card to be used in connection with the time clocks referred to in clause 9 (8) in respect of each employee for each week or part of a week for which wages are due and payable, such clock card to form the basic document for the computation of remuneration.
- (3) All clock cards, or other types of records, shall, in accordance with the requirements of section 31 of the Basic Conditions of Employment Act, 1997 be kept for a period of three years subsequent to the date of the record and, on request, shall be available for the inspection by an agent of the Council.
- (4) In addition to the powers of the agents of the Council as set out in clause 30 of this part of the Agreement and section 33 (3) read with section 142 of the Act, the agent(s) may at any time, for the purpose of ensuring that the provisions of the Act and this part of the Agreement are being complied with-
 - (a) cause to be investigated any books, records or documents of any employer, whether or not the same are required to be kept in terms of any law and whether or not the same are at any establishment;
 - (b) take and retain copies of any such books, records or documents.

12. WORK IN THE CLOTHING INDUSTRY

- (1) No employer shall require his employees to work and no employee shall work in premises other than an establishment provided, equipped, maintained and controlled by such employer, and which shall be registered with the Council in terms of Clause 19 of this part of the Agreement.

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- (2) An employer shall not allow any work in the Clothing Industry to be performed in a dwelling-house.
- (3) No employee engaged in the employ of one establishment may perform work in another establishment without first having been discharged by the first establishment and re-registered by the second establishment.

13. PROPORTION OR RATIO OF EMPLOYEES

- (1) Cutters: Every employer shall employ a head cutter before employing any cutters: Provided that in a factory where 30 machines or less are operated and where the employer performs the duties of a head cutter in his establishment he need not employ an employee of the said class. Any such employer shall, however, employ an assistant head cutter before employing any cutters.
- (2) No employee who has been absent from work for a continuous period of four weeks for any reason except illness, shall be taken into account when calculating ratio.



14. ANNUAL LEAVE

- (1) (a) Every employer shall grant to each of his employees, whether employed on piece-work or on time-work, who has been in his employ for a continuous period of not less than 12 months, not less than three consecutive weeks' annual leave, between 15 December and 15 January annually, at 15 days' wages. For the purposes of this sub clause a "day's wage" shall mean the weekly wage divided by five. No such employees shall be paid less than three weeks' wages as annual leave pay.
- (b) Every employer shall prior to 30 November of each year advise the Council of the dates during which his factory will be closed for annual leave.
- (2) (a) Save as provided for in subclause (3) (d) every employer shall lodge with the Council a guarantee acceptable to the Council to cover the payment of holiday pay due to his employees, alternatively forwarded monthly to the Secretary of the Council, P.O. Box 18354, Dalbridge, 4014, holiday pay due to each of his employees, at the rate of one and one-quarter of a day's pay for each completed 30 days of service, such payments to be made not later than 10 days after the end of each calendar month to which it refers: Provided that the holiday pay for the months November and December shall be forwarded to the Secretary of the Council not later than 7 December of each year and the total of such holiday pay shall be distributed by the Council to the employees concerned not later than 24 December of that year.
- (b) An employee whose service are terminated before the date on which leave is to granted in terms of subclause (1) (a) shall be paid holiday pay amounting to one and a quarter of a day's pay for each completed 30 days' service. Such holiday pay shall, in the case of an employer who has put up an approved guarantee in terms of subclause (2) (a) be paid by the employer upon the date the employee's services are terminated. Where the employee's holiday pay has been paid to the Council as provided for in subclause (2) (a) the holiday pay shall be paid to the employee by the Council within a period of three weeks from the date on which application for payment is made to Council. Holiday pay shall not be due or payable to a person who has deserted from service.
- (c) An employer shall grant to an employee who at the date of granting leave has not completed 12 months' continuous employment with him, leave for a similar period to that referred to in subclause (1) (a): Provided that in the case of an employer who has put up an approved guarantee in terms of subclause (2) (a), he shall only pay the employee

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- holiday pay at the rate of one and a quarter of a days' pay for each completed 30 days' service.
- (d) For the purposes of subclause (2) "days of service" shall mean calendar days.
- (3) (a) All holiday pay received by the Council shall be held in trust. The difference between holiday pay paid by the Council to employees in terms of subclause 2(a) and (b), and the amount of holiday pay paid by the employer to the Council in terms of subclause 2 (a) shall be refunded to the employer not later than 31 January of the following year.
- (b) A list of employees who are to be paid holiday pay by the employer as provided for in subclause (1) (a) hereof, showing Council number, name, rate of pay, period of employment for which holiday pay is due and amount of holiday pay due to each such employee shall be forwarded by the employer to the Council not later than 7 December of each year.
- (c) Whenever a guarantor advises the Council that a guarantee for holiday pay is to be withdrawn, the Council shall notify the employer, in writing, of such withdrawal and the employer shall within the notice period give by the guarantor lodge a fresh guarantee with the Council in terms of subclause (2) (a).
- (d) All guarantees furnished to the Council in terms of a previous published agreement shall be deemed to have been furnished in terms of this part of the Agreement.
- (4) An employer who closes his factory for any period between 15 December and 15 January in order to grant his employees their annual holiday plus statutory holidays, may close for a period not exceeding four weeks without being liable for the payment to any employee of any wages in excess of the amounts due in terms of subclause (1) hereof, in respect of such period.
- (5) An employer, having reached agreement with his employees and having notified the Council accordingly, may close his factory for less than the three-week annual holiday period: provided that he closes his factory for not less than two weeks: Provided further that the additional one week's holiday is taken by employees before 30 June of the following year. Employees shall be paid for leave when it is taken.
- (6) Any period during which an employee-
- (a) is on leave in terms of this clause: or
- (b) is absent from work on the instructions or at the request of the employer: or
- (c) is absent from work owing to illness, shall be deemed to be a period of employment for the purposes of subclause (1) and (2) hereof, provided that-
- (i) the provisions of paragraph (c) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee, not being an employee referred to in subparagraph (iii) and fails, after a request for such certificate by the employer, to submit to the employer a certificate issued by a Sick Benefit Fund medical officer appointed in terms of clause 35 stating that the employee was prevented by illness from doing his work (although clerical employees may produce such certificate from any practitioner); and
- (ii) the provisions of paragraph (c) above shall not apply in respect of the part of any total period of absence exceeding 30 days during any 12 months of employment: and
- (iii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in subparagraph (i).
- (7) An employer may make mutual arrangements with: his employees in receipt of R650 per month or more, clerical employees, drivers of motor vehicles, foremen, mechanics, watchmen, or employees solely engaged in cleaning premises or in the delivery of goods or messages, to take their annual leave at a period other than between 15 December and 15 January: Provided that



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- such leave shall be granted within two months of the completion of the year of employment to which it relates.
- (8) Where the Council holds holiday pay on behalf of an employee, who ceased to be employed in the Clothing Industry during the course of that calendar year, for a period of six months from the date on which it became due to such employee or to the end of that calendar year, whichever is the later, such holiday pay shall be refunded to the employer if unclaimed within the said period: provided that an employee may make application to the Council for payment of his holiday pay after expiry of the said period and such application shall be considered by the Council on its merits.
 - (9) All payments for leave to which an employee is entitled under subclauses (1) to (10) shall be made at the employees actual rate of pay.
 - (10) Holiday pay due to employees at the end of each year in terms of this clause, shall be calculated at the rate of pay an employee was earning when his leave commenced in December each year.
 - (11) An employer shall give not less than 30 days' provisional notice and not less than 15 days' definite notice of the date of which annual leave will commence by exhibiting such notice(s) in a prominent place in the factory readily accessible to the employees.
 - (12) The period of leave specified above shall not run concurrently with any period during which an employee is under notice of termination of employment.
 - (13) Notwithstanding anything to the contrary contained in this clause, an employer may, in terms of an agreement between himself and his employees, set off against the period of annual leave any days of occasional leave granted on full pay to employees during the period of 12 months employment prior to which the period of annual leave relates, provided that the occasional leave so granted shall not exceed two days.



15. HOLIDAY LEAVE BENEFIT (ANNUAL BONUS) FUND ACCOUNT

- (1) The Fund known as the Holiday Leave Benefit Fund Account for the Clothing Industry (Natal), originally established on 13 November 1992 in terms of Government Notice No. R. 310 is hereby continued, the purpose of which is to provide for an annual bonus to employees. The Fund Account is administered by the Council.
- (2) The Fund Account shall maintain individual employer accounts which shall consist of-
 - (a) contributions paid into the Fund Account in accordance with the provisions of this part of the Agreement;
 - (b) interest derived from the investment of any moneys of the Fund Account.
 - (c) any other moneys to which the Fund Account may become entitled.
- (3)
 - (a) For the purposes of the Fund every employer shall contribute 3,97% of an employee's weekly wage, which shall be forwarded monthly, no later than the 10th day of each month, to the Secretary of the Council.
 - (b) Such total sum must be accompanied by a list showing the Council registration numbers of the employees and the amounts contributed.
- (4)
 - (a) An employee is entitled to a benefit of 3,97% of the actual annual basic wages earned with the employer by whom he is employed on the day of factory closure: Provided that he is still in that employer's service. This benefit is payable to him in December of each year on the day of factory closure.
 - (b) A pro rata share of the bonus set out in paragraph (a) above shall be paid to an employee who leaves employment before the day of factory closure.
 - (c) This benefit is inclusive of and not additional to any annual bonus paid by an employer.

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- (5) Notwithstanding the provisions of subclause (4), an employee shall not suffer a reduction in the amount of the annual holiday leave benefit as a result of periods of authorised absence from work.
- (6) A once-off payment equivalent to one (1) day's pay at the rates applicable as at the end of December 2020 shall be paid to all employees by no later than 1st June 2021.

16. MATERNITY LEAVE

- (1) Every employer shall acknowledge the right of an eligible employee to reasonable security of employment prior to, during and following confinement and notwithstanding anything to the contrary contained in this part of the Agreement, the following special provisions shall apply to such employee.
- (2) For the purposes of this clause unless a different meaning appears from the context-
- (a) "Continuous Service" shall mean the period of employment during which an employee's name has remained continuously on the employers employment register.
 - (b) "Eligible Employee" means a permanent employee, who is or was pregnant and who has been in the continuous service of the same employer for a minimum period of twelve (12) months at the commencement of that employee's maternity leave, subject to the provisions of subclause (4) (b) below.
 - (c) "Maternity Leave" shall mean the period of leave to which an eligible employee is entitled by virtue of the provisions of this clause.
 - (d) "Permanent Employee" means an employee, other than a temporary employee, who is in continuous employment with an employer and whose conditions of employment are regulated by the provisions of the Main Collective Agreement.
 - (e) "Provident Fund" shall mean The Clothing Industry (Natal) Provident Fund.
 - (f) "Sick Benefit Fund" shall mean the Sick Benefit Fund as provided for in clause 35 of this part of the Agreement.
 - (g) "Temporary Employee" means an employee other than a permanent employee whose employment contract is for a fixed predetermined period of time.
- (3) An employee shall not be permitted to work during the period commencing four (4) weeks prior to the expected date of confinement and ending eight (8) weeks after the date of confinement.
- (4) (a) Subject to compliance with the provisions of this clause, an eligible employee proceeding on maternity leave shall be entitled to a maternity benefit payment equal to 3½ weeks of such employee's wage rate; or where the employee's wage has been varied in accordance with clause 4 (8) (a), such wage rate as was applicable immediately prior to such variation (notwithstanding that the employee's Sick Benefit Fund contributions may have been calculated after such variation had been implemented). Such maternity benefit payment shall be paid by the Sick Benefit Fund: Provided that such payment is not made earlier than four (4) weeks prior to the expected date of confinement, as certified by a current medical certificate issued by the Sick Benefit Fund.
- (b) Maternity leave shall be for a maximum period of six (6) months in respect of the period before, during and after confinement.
 - (c) For the purpose of calculating length of service, maternity leave shall not be deemed to constitute a break in service other than as specified in this clause.
 - (d) Benefits which accrue to eligible employees arising from service e.g. annual leave and sick leave shall not accumulate during the period of maternity leave.



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- (5) (a) If an eligible employee elects to continue contributing to the Provident Fund and /or Sick Benefit Fund during maternity leave, the employer must continue his reciprocal contributions.
- (b) Any benefits in terms of the Provident Fund and/or Sick Benefit Fund shall, subject to the rules of these funds, continue to accrue to a member.
- (c) (a) An employer shall upon the expiry of maternity leave continue to employ an eligible employee in the same job grade and at the same rate of pay that was applicable immediately prior to the commencement of maternity leave, or at the new appropriate wage for the applicable job grade whichever is the greater, provided that-
- (i) at the time of granting maternity leave, the employee indicates the intention to return to work by completing and returning to the employer a form published for the purpose by the Council;
- (ii) such employee returns to work within a period of six (6) months calculated from the date of commencement of maternity leave;
- (iii) where suitable vacancy does not exist for a similar position within the same grade, such employee shall be employed on a temporary basis at a lower job grade, without affecting pay, until a suitable vacancy arises;
- (iv) employment shall not be guaranteed where such employee has been selected for retrenchment on the basis of the criteria agreed between an employer and the union.
- (b) An eligible employee who intends to return to work shall-
- (i) provide to an employer a medical certificate from a registered medical practitioner indicating that such employee is fit for work;
- (ii) advise the employer in writing on a form published for the purpose by the Council, of the intention to return to work at least one (1) month before returning to work confirming the date on which such employee will resume employment.
- (c) A temporary employee engaged to fill the position of an eligible employee on maternity leave shall cease to be employed when the eligible employee returns to work, unless a suitable vacancy exists in which event the temporary employee may be employed to fill that vacancy on a permanent basis.
- (d) An employee temporarily promoted and paid at the higher rate to fill a vacancy while an eligible employee is absent on maternity leave shall be demoted with consequent reduction in pay, when such employee returns to work, unless a suitable alternative vacancy exists.
- (e) The union agrees that it shall not challenge the termination of service of a temporary employee or the demotion of a temporarily promoted employee in terms of the above paragraphs (c) and (d), provided that the temporary or temporarily promoted has signed a temporary contract of employment or promotion, in keeping with the pro-forma contract drafted by the Council.



17. PATERNITY LEAVE AND FAMILY RESPONSIBILITY LEAVE

(1) Paternity Leave

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

(2) Family Responsibility Leave

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- (a) An employer must grant an employee, during each annual leave cycle three (3) days paid family responsibility leave, two (2) days' pay from 1 September 2016, and the one (1) days' pay effective from 1 September 2017.
- (b) This clause applies to an employee ~
 - (i) Who has been in employment for a period of four months; and
 - (ii) Who works for at least four days a week for that employer
- (c) Family Responsibility Leave shall be extended to apply to an employee's spouse or life partner, parent or adoptive parent, grandparent, child or adopted child, grandchild or sibling, with effect from 1 September 2018.

18. PREMIUMS FOR TRAINING

No premium shall be charged or accepted by an employer for training of an employee: Provided that this clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.



19. REGISTRATION OF EMPLOYERS

- (1) Every employer who has not already done so in pursuance of a previous agreement at the date of coming into operation of this part of the Agreement and every employer who enters the Industry after that date shall within seven days of such date or on the date on which such employer commenced operations as the case may be forward to the Secretary of the Council, P.O. Box 18354, Dalbridge, 4014, by registered post, the following particulars which shall be in writing and signed by the employer or a person duly authorised to sign on behalf of the employer:
 - (a) The trading name, business address and registered address of the establishment;
 - (b) the full names and residential addresses of all partners and/or directors and/or members;
 - (c) the full name and residential address of the responsible manager;
 - (d) the section or sections of the Industry in which the establishment is engaged;
 - (e) date of commencing operations.
- (2) Written notification shall be sent by registered post to the Council by every employer of any alteration in respect of any details supplied in terms of subclauses (1) (a) to (e) of this clause, and such notification shall be given within 7 days of such alteration.
- (3) Save as provided in subclause (6), every employer in the Industry at the date of coming into operation of this part of the Agreement and every employer who enters the Industry after that date shall within seven days of such date or on the date on which such employer commenced operations, as the case may be, lodge with the Council, and at all times thereafter have with the Council, a guarantee acceptable to the Council to cover payment of one week's wages as prescribed in clause 4 of this part of the Agreement for his employees and also to cover 12 weeks' levies; due in terms of clauses 25 and 35 of this part of the Agreement and clause 6 of the Provident Fund Agreement of the Council.
- (4) Whenever cash is deposited with the Council in terms of subclause (3) above, such money shall be invested in a savings account, permanent shares or fixed deposits in any registered bank or financial institution. Any interest accruing thereon shall be paid to the employer by the Council not later than 31 January of each year.


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- (5) Whenever a guarantor advises the Council that a guarantee in terms of subclause (3) is to be withdrawn, the Council shall notify the employer, in writing, of such withdrawal and the employer shall within the notice period given by the guarantor lodge a fresh guarantee with the Council in terms of subclause (3).
- (6) All guarantees furnished to the Council in terms of a previous published agreement shall be deemed to have been furnished in terms of this part of the Agreement: Provided that the Council may at any time give the employer 14 days notice to the effect that any such guarantee is no longer acceptable and the employer shall within such period of 14 days lodge a fresh guarantee acceptable to the Council.

20. REGISTRATION OF EMPLOYEES

- (1) An employer shall, before engaging an applicant for work, require the applicant to produce a service card issued by the Council. If the applicant is a new entrant into the Clothing Industry or cannot produce a Council service card, the provisions of subclause (2) (c) below shall apply.
- (2) Upon engagement, the employer shall-
 - (a) enter in the relevant columns of the service card: the name of his factory, the date of engagement, occupation, wage on engagement and total previous experience and shall retain the card in safekeeping so that it can be dealt with in terms of subclause (4) of this clause upon termination of service of the employee; and
 - (b) complete a "Registration of Employee" form in triplicate, forward the original to the Council not later than Friday of that week, hand the duplicate copy to the employee and retain the triplicate copy for his records; and
 - (c) in the case of an employee who is a new entrant into the Industry or an employee who cannot produce a Council service card-
 - (i) complete the "Registration of Employee" form in triplicate and send the applicant with the original and duplicate copy to the Council offices where he will be allocated a Council registration number, issued with a Council service card and be registered in the employ of the employer. The triplicate copy shall be retained by the employer for his records;
 - (ii) the employer shall acquire the service card of the employee before he commences work and the employer shall retain same until the employee's services are terminated and the service card is dealt with in terms of subclause (4).
- (3) An employer shall forward to the Council for amendment the service card of any employee who is transferred from one category to another, the latter of which requires a higher rate of remuneration, within seven (7) days of such transfer.
- (4) The service card shall be retained by the employer until the employee leaves his employer, whereupon the employer shall enter on the card the date of termination of employment, the occupation and the rate of pay on termination, and return the card to the employee after signing it.
- (5) On the Friday of the week during which an employee's services are terminated, the employer shall forward to the Council a report of termination of service.
- (6) The Council shall have the power to withdraw any record of service card which is subsequently found to contain incorrect information. The Council shall upon being furnished with the correct information, issue a fresh record card *in lieu* thereof.



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21. TERMINATION OF SERVICE

- (1) An employer or an employee shall give, in writing-
 - (a) in the case of a weekly-paid employee, not less than one week's notice of the intention to terminate the contract of employment, such notice to commence on the employee's ordinary pay-day;
 - (b) in the case of a monthly-paid employee, not less than two week's notice of the intention to terminate the contract of employment, such notice to commence on the first or 15th day of the calendar month.
- (2) (a) An employer may terminate the contract of employment without notice by paying to the employee, *in lieu* of notice, an amount equal to not less than-
 - (i) in the case of a weekly paid employee, one full week's wages; and
 - (ii) in the case of a monthly paid employee, two weeks' wages.
- (b) An employee may terminate the contract of employment without notice by forfeiting wages and/or holiday pay due to him by the employer.
- (3) The provisions of subclauses (1) and (2) hereof shall not affect-
 - (a) the right of an employee or employer to terminate the contract of service without notice for any good cause recognised by law as sufficient;
 - (b) any agreement between an employer and employee which provides for a period of notice longer than one week, in which event wages *in lieu* of notice shall be correspondingly increased.
 - (c) the right of an employee who is working short-time in any week on the instruction of the employer to terminate his contract of service at any time after such instruction has been given, without giving notice: Provided further that, in the case of an establishment in which short time is being worked in terms of clause 7, an employee who has been given notice by his employer in terms of this subclause shall be paid a full day's pay, in respect of every day during the period of such notice upon which he attends a such establishment and is available for work the whole day, or in respect of which he has been notified by the employer that his services will not be required;
 - (d) the operation of any forfeitures or penalties which, by law, may be applicable in respect of desertion by an employee;
 - (e) the right of an employee to withdraw such notice of his intention to terminate his contract of employment provided it is done in writing within two (2) working days of having been tendered.
- (4) An employer may terminate the contract of employment on grounds of incapacity where the employee has been absent from work due to ill-health or injuries for a period of time. In these circumstances-
 - (a) the employer shall consider the following factors before terminating the contract of employment:
 - (i) Whether the employee is capable of performing the work; and
 - (ii) if the employee is not capable-
 - (a) the availability of any suitable alternative work;



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- (b) the extent to which the employee's duties and/or work circumstances might be adapted to accommodate disability;
- (iii) alternatives to dismissal.
- (b) An employee shall be allowed an opportunity to state his case and to be assisted by a trade union representative in the process of investigations referred to in paragraph (b) above.
- (c) Provided that the provisions of this sub-clause shall not limit the employee's right to challenge his dismissal in terms of the Act.
- (5) The period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 14.
- (6) This clause shall not apply to an employee during his first week of employment. Such an employee shall be paid for at least four hours, notwithstanding that such employee has worked for a lesser period during his first week of employment.
- (7) (a) Notwithstanding anything to the contrary contained in this part of the Agreement the first fifteen (15) working days of the period of employment of any employee shall be deemed to be a probationary period.
- (b) The dismissal of an employee during the probationary period shall be preceded by an opportunity for the employee to state his case in response and to be assisted by a trade union representative.



22. DISCIPLINARY AND GRIEVANCE PROCEDURES

- (1) Every employer shall permit the trade union to negotiate with it a disciplinary procedure and grievance procedure appropriate to its individual circumstances.
- (2) The provisions of this clause in terms of the implementation thereof may be read with the document headed "guidelines for the Implementation of Disciplinary and Grievance Procedures", which documents is available to employers and employees from the offices of the Council.

23. EXEMPTIONS

- A. For any business entity registered with and falling within the Council's registered scope inasmuch as it relates to the scope of this part of the Agreement
 - (1) Any business entity, whether a party or a non-party to the Council, which is registered with and falls within the Council's registered scope for the purposes of this part of the Agreement may apply to the Council for exemption from any or all of the provisions of this part of the Agreement.
 - (2) All applications for exemption shall be made in writing on a prescribed form provided by the Council.
 - (3) All applications for exemption shall be motivated in accordance with the exemption criteria set out in subclause (7) below; shall be supported by relevant documentation, and in addition, shall set out the following information:
 - (a) The period for which the exemption is sought;

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- (b) the number of employees affected and how many of such employees are members of a registered trade union;
 - (c) the clauses and subclauses of this part of the Agreement from which the exemption is requested.
 - (d) Satisfactory proof that the applicant has consulted or will consult its employees at plant level in respect of the exemption sought, which consultations shall include a registered party trade union, where such union has members employed at the workplace and shall include the response resulting from such consultations.
 - (e) The demonstrable commercial need of the applicant for the exemption sought.
- (4) (a) The General Secretary of the Council or the Regional Secretary of the Regional Chamber concerned, or in their absence any other officer designated by the Executive Committee, shall forthwith refer the full exemption application to the Exemptions Committee, which shall have delegated power to deal with such application on behalf of the Council.
- (b) The Exemptions Committee shall consider and determine the application in accordance with the criteria set out in sub-clause (7) below, within 30 days from the date of lodgement of the application with the General Secretary, failing which the application shall be deemed to have been rejected.
- (c) The Exemptions Committee may call for any further information or submissions it deems relevant from the applicant, prior to making a decision. The period stipulated in subclause (b) above may be extended by agreement between the applicant and the Committee by the period the applicant takes to furnish the additional information or submissions.
- (d) The Exemptions Committee may, after considering the application in terms of the provisions and the criteria contained in this clause, grant, partially grant, or reject such application for exemption, and may impose any conditions on the granting or partial granting of any application it deems fit under the circumstances. If the applicant is not prepared to accept a partial granting of the application or any conditions imposed by the Exemptions Committee, the application shall be deemed to have been refused.
- (e) Subject to the time period for considering the application as provided in subclause (b) above, should the Exemptions Committee be unable to agree, the application shall be deemed to have been refused and the reasoning of the members of the Exemptions Committee who wish to reject the application shall constitute the reasons of the Committee for the purposes of subclause 4 (i) below.
- (f) The Exemptions Committee shall notify the applicant of its decision within seven days of such decision having been reached.
- (g) If the application has been granted or partially granted, the Exemptions Committee shall specify the following in its notification to the applicant:
- (i) The conditions, if any, of its approval of the application;
 - (ii) the period for which the exemption(s) will be valid;
 - (iii) the clauses or subclauses of this part of the Agreement in respect of which exemption was granted or partially granted; and
 - (iv) the full name of the exempt employer or employee(s).



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- (h) Upon receipt of a written request, the Exemptions Committee shall provide brief written reasons for its decision to grant the exemption to any party which has an interest in the matter.
- (i) If the application for exemption is rejected or partially approved, the Exemptions Committee shall provide concise written reasons for such rejection or partial approval to the applicant within seven days of its decision: Provided that such reasons given by the Exemptions Committee shall not bind the Independent Exemptions Body (Exemptions Board) in considering any appeal provided for in subclause (5) below since the latter may make a decision on appeal in accordance with such reasons as he or she deems appropriate, subject to the provisions of this clause insofar as it applies to the Independent Exemptions Body.
- (5) (a) Any decision of the Exemptions Committee to reject, partially approve or withdraw the application may be referred to appeal to the Independent Exemptions Body (Exemptions Board) hereby established in terms of the Act and the constitution of the Council. Such application shall be lodged within not more than 30 days of the applicant's being notified of the decision of the Exemptions Committee. The Exemptions Board may condone a late appeal on good cause shown.
- (b) The Exemptions Board shall have the power to levy a fee payable by the appellant and to determine the amount thereof: Provided that such a fee shall be consistent with-
 - (i) the cost incurred for the hearing of the appeal; and
 - (ii) the cost incurred by the Council for the hearing of the appeal where the Exemptions Board is satisfied that such an appeal is without merit.
- (c) The Exemptions Board shall also have the power to raise a cost order on the applicant in respect of costs incurred by the parties to the appeal where it is satisfied that it will be proper to do so on the basis that the appeal is so completely without merit that it would be justified in doing so.
- (6) (a) The Exemptions Board shall consist of a single independent umpire appointed by the parties from a panel selected for this purpose.
- (b) The Exemptions Board shall determine the procedure to be adopted in determining the appeal.
- (c) The provisions of subclause (4) above shall read with the changes required by the context, apply equally to the appeal process.
- (d) The Exemptions Board's decision shall be final and binding.
- (7) The applicant shall satisfy the Executive Committee of the Council or the Exemptions Committee, and where applicable, the Exemptions Board of the following:
 - (a) There is a demonstrable commercial need for the exemption.
 - (b) Competitors covered by the Council that are in compliance with the applicable Council Agreements will not be materially prejudiced by the exemption.
 - (c) No infringement of the Basic Conditions of Employment Act or the Labour Relations Act will result if the exemption is granted, nor does the application if granted, result in a conflict with the primary objectives of the Act.
 - (d) The exemption will not undermine collective bargaining and labour peace in the industry.
 - (e) There has been compliance with subclause (3) above.



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- (f) The majority of employees affected at the plant are in favour of the proposed exemption if it affects wages, benefit fund contributions, or levies. In such instance, either the employer or the trade union may request that a ballot be conducted.
- (8) In addition, the following criteria shall be taken into account by the Exemptions Committee and the Exemptions Board when determining applications for exemptions:
- (a) The merits of the written and oral (if any) motivation provided by the applicant, the documentation supporting the application and, in particular, whether the applicant has put up a compelling case for the exemption.
 - (b) Whether the applicant firm will constitute a viable concern after the expiry of the exemption.
 - (c) If the exemption sought is from any employee benefit fund, the sufficiency of the alternative benefit proposed by the applicant, including such factors as the cost to the employee, transferability, administration, management costs, growth and stability.
 - (d) The terms of the exemption sought, including the period for which exemption is sought.
 - (e) Any existing or projected special financial, economic or other circumstances put forward by the applicant as reasons warranting the granting of an exemption, including what economic hardship the applicant will suffer if the applicant is refused: Provided that the Executive committee of the Council or the Exemptions Committee or the Exemptions Board may require the disclosure of such relevant, verifiable information as it deems fit in this regard.
 - (f) The history of the business entity and/or its shareholders, directors and owners within the industry, including the period of its operation and in particular whether or not the entity is a new emerging enterprise or a small or medium enterprise (SME): and its history of compliance with Council agreements.
 - (g) Any representations made by the employees and/or their representatives, including a registered trade union, the Council or Executive Committee or Exemptions Committee and/or the parties to the Council and/or the relevant Regional Chamber of the Council.
 - (h) Any possible alternatives which may be acceptable to the applicant and/or any other interested party in the circumstances.
 - (i) The cost, efficiency and administration of any conditions which the Executive Committee of the Council or the Exemptions Committee or the Exemptions Board may feel it necessary to impose.
 - (j) What cost-saving measures may have been implemented by the applicant other than those in respect of its cost of labour.
 - (k) What hardship may eventuate to employees in the event of the exemption being granted.
 - (l) Any relevant time limits contained in the Council's constitution and the Act, and in particular that any exemption or partial granting of an exemption shall be for a fixed, stipulated period.
 - (m) Any other relevant factors, including any decisions of the Council relevant to exemption applications.
- (9) (a) An applicant shall be entitled to apply on the prescribed form to the General Secretary of the Council for the extension of any exemption granted by either the Regional Exemptions Committee or the Exemptions Board. An application for



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extension shall contain such additional information as may be necessary to substantiate the request with reference to the criteria set out in subclause (7) above.

- (b) The procedure and requirements for considering and determining an application for extension shall be in accordance with the provisions of subclause (4) above read with the changes required by the context.
- (10) Employers employing five or fewer employees shall, upon application to the Council through the General Secretary, be exempted from the provisions of this part of the Agreement.

24. PERSONS UNDER THE AGE OF 15 YEARS

No employer shall employ any person under the age of 15 years.

25. COUNCIL FUNDS

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

- (1) Every employer shall deduct an amount equal to 0.2585% of each employee's wages per week, calculated at the qualified machinists rate of pay, (other than employees exempted from the provisions this clause by the Council, in writing, in terms of clause 23) for whom minimum wages are prescribed in the Agreement. This equates to R3,87 per week payable by means of deduction from the employee's wages.
- (2) An employer shall, in respect of each contributor from whose wages deduction are made in terms of subclause (1) above, contribute an amount equal to 0.35% of each employee's wages per week payable by the employer. This equates to R5,24 per week employers contribution.
- (3) Should any amount due in terms of subclause (1) not be received by the Regional Chamber by the 7th day after the date on which it is payable, the employer shall pay weekly interest on such amount or such lesser amounts as remain unpaid, calculated at the ruling prime overdraft rate plus two % per annum: Provided that the Regional Chamber shall be entitled in its absolute discretion to waive the payment of such interest or part thereof. At the discretion of the Regional Chamber, the interest may accrue to the general Funds of the Regional Chamber.



26. SACTWU FUNDS

- (1) Every employer shall, in respect of each trade union member employed by him, contribute an amount of 49 cents per week towards the Trade Union Bursary Fund which is administered by SACTWU for the benefit of employees in the Industry.
- (2) Every employer shall also, in respect of each of his employees for whom Bargaining Council contributions are paid in terms of clause 25 of this part of the Agreement, contribute towards the trade union's HIV/AIDS Project at the rate of 69 cents per week.
- (3) The total contribution by the employer in respect of subclauses (1) and (2) shall be forwarded to the Council not later than the 10th day of the month following that in respect of which the contributions were made, together with a list detailing employee Council numbers and particulars of contributions.
- (4) Whenever proceedings are instituted against an employer for failure to pay outstanding contributions to the SACTWU bursary fund and HIV/AIDS Project, the employer shall pay


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interest on such amounts outstanding, calculated from the date or dates when such amounts became due and payable, at the bank prime rate prevailing on that date.

27. CLOSED SHOP AND TRADE UNION MEMBERSHIP/SUBSCRIPTIONS

- (1) No employer who is a member of an employers' organisation (which is a party to the Council), shall continue to employ an employee -
 - (a) who, while being eligible for membership of the union, is not a member of the union as at the date of coming into operation of this part of the Agreement; or
 - (b) who does not become a member of the trade union within a period of 90 days from such date.
 - (c) The provisions of this clause shall apply to persons who are eligible for membership in terms of the constitution of the union or employers' organisation or who have been refused membership of or expelled from the union or employers' organisation.
- (2) Every employer shall forward all deductions made from the remuneration of employees in respect of union membership fees to the Secretary of the KwaZulu-Natal Regional Chamber of the Council not later than the 10th day of the month following that in respect of which the contributions were made, together with a list detailing employee Council numbers and particulars of contributions. The Regional Chamber shall forward the amounts to the Secretary of the union, together with such analyses of the amounts as are received from employers by not later than the end of the month in which the fees were received.
- (3) For this part of the Agreement no union membership subscriptions may be -
 - (a) paid to a political party as an affiliation fee;
 - (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
 - (c) used for any expenditure that does not advance or protect the socio-economic interests of employees.
- (4) Provided further that the provisions of section 26(3)(c) of the Act shall be observed by the parties to the Council and to whom this clause is applicable.
- (5) The production of a membership card issued by the trade union shall be proof of membership of the trade union.



28. ACCESS TO AND ORGANISING FACILITIES ON AN EMPLOYERS' PREMISES BY THE TRADE UNION

- (1) Every employer shall permit duly accredited trade union officials who are so authorised in writing by the Council, to enter its premises in order to undertake *bona fide* union business provided that-
 - (a) the employer reserves the right of admission to its premises as proprietor or occupier thereof;
 - (b) such access shall be by prior arrangement with the employer;
 - (c) union officials comply with the employer's prevailing security, safety and health rules;
 - (d) meetings with employees are held outside their working hours.

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- (2) (a) Every employer shall allow the distribution of the Union newspaper on its premises and shall provide the trade union with notice board facilities for the display of union notices, subject to the prior approval of the employer of every notice displayed.
- (b) Should the employer not approve a notice or document which it is proposed to display or distribute, which approval shall not be unreasonably withheld, it shall be withdrawn from the employer's premises by the union immediately.
- (3) Where available and commensurate with the individual circumstances and the size of an establishment, every employer shall provide to the union shop stewards reasonable facilities to enable them to discharge their *bona fide* trade union duties in respect of such employer, including the use of a telephone and a meeting venue, provided that the use of such facility shall be subject to prior permission being sought and obtained from the employer and that during normal working hours there shall not be unnecessary disruption to an employers operations.
- (4) A document entitled: Guidelines for the Implementation of the Provisions of clause 28 of the Main Agreement, is available to employers and employees from the offices of the Council.
- (5) In order to promote orderly industrial relations, the union party to the Council shall be entitled to on-site balloting facilities in order to conduct any ballot in terms of the Act.



29. RIGHTS OF TRADE UNION REPRESENTATIVES

- (1) Every employer shall permit the election of shop stewards by union members in terms of section 14 (1) of the Act.
- (2) The nomination, election, terms of office and removal from office of a shop steward shall be governed by the trade union constitution, as lodged with the Registrar of Labour Relations in terms of section 95 of the Act.
- (3) Every employer shall recognise the right of shop stewards to assist and represent employees who are union members in grievance and disciplinary proceedings.
- (4) Duly elected shop stewards are each entitled to ten working days paid leave per calendar year pooled per establishment to be used at the discretion of the trade union for *bona fide* trade union activities, provided that the employer is given at least ten (10) working days prior notice thereof. (For the purpose of this clause a "working day" shall mean any day excluding a Saturday and Sunday, a public holiday in terms of this part of the Agreement and the period of annual shut-down).
- (5) A document entitled: "Guidelines for the election and rights of shop stewards" is available to employers and employees from the office of the Council.
- (6) Access to email and internet facilities for shop stewards will be encouraged, provided that such access shall be during shop stewards' own time and dealt with in a manner that is not disruptive to production.
- (7) Shopstewards Time Off
 - (a) For all areas, paid time off for head shop stewards for union activities shall be improved by 1 additional day's pay per annum.
 - (b) Any day or part thereof used for attending bargaining council or related meetings shall not be debited from normal shop stewards time off for trade union activities. Payment for such days or hours shall be the responsibility of the relevant regional chamber of the NBC.


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- (c) Shop Stewards who are Office Bearers of the Trade Union shall be granted one (1) additional day's paid leave in each year of the agreement. Applications for leave by Shop Stewards who are Office Bearers of the Trade Union to attend Constitutional meetings of the Trade Union and the Federation to which the Trade Union is affiliated will not be unreasonably declined.

30. AGENTS

- (1) The Council may request the Minister of Labour to appoint one or more specified persons as designated agents to assist in enforcing the terms of this part of the Agreement.
- (2) Any such designated agent shall have the right to-
 - (a) subpoena for questioning any person who may be able to give information relevant to the enforcement of this part of the Agreement;
 - (b) subpoena any person who is believed to have possession or control of any book, document or object relevant to the enforcement of this part of the Agreement, to appear before the agent to be questioned or to produce that book, document or object;
 - (c) enter and inspect any premises or place in which the Clothing Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein, or that a book, document or object relevant to the enforcement of this part of the Agreement may be found on or in the premises;
 - (d) examine and demand the production of and seize of any notice, book, list or document which is by this part of the Agreement required to be kept, exhibited or made or which is relevant to the enforcement of this part of the Agreement;
 - (e) require the production of, inspect, examine and copy all records of time worked, clock cards, books or documents wherein an account is kept of time worked or actual wages, or rates whether payable for piece-work or not, paid to any employee whose wages are fixed by this part of the Agreement;
 - (f) take a statement in respect of any matter relevant to the enforcement of this Agreement from any person on the premises who is willing to make a statement.
- (3) A subpoena issued for any purpose in terms of subclause (2) shall be signed by the Secretary of the Council and shall-
 - (a) specifically require the person named in it to appear before the agent;
 - (b) sufficiently identify the book, document or object to be produced; and
 - (c) state the date, time and place at which the person is to appear.
- (4) A designated agent shall obtain written authorisation from the Secretary of the Council before exercising the powers referred to in paragraphs (c), (d) and (f) and subclause 2.
- (5) Such designated agent when entering, inspecting or examining any such place, may take with him an interpreter.
- (6) Every employer and employee upon whom the provisions of this part of the Agreement are binding shall grant to such designated agent all the facilities referred to above.



31. EXHIBITION OF AGREEMENT, WAGE RATES AND HOURS OF WORK

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- (1) Every employer shall keep a legible copy of this part of the Agreement exhibited in his establishment in a place readily accessible to his employees.
- (2) Every employer shall give a copy of this part of the Agreement-
 - (a) to an employee who has paid the prescribed fee; and
 - (b) free of charge, on request to an employee who is a trade union representative.
- (3) One or more notices, provided by the Council, showing wage rates payable in the Clothing Industry in Natal shall be prominently displayed by every employer in such place or places as may be indicated by the agent.
- (4) Every employer shall display in his establishment in a place readily accessible to his employees a notice specifying the starting and finishing time of work for each day of the week and the meal intervals.

32. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of the Agreement, and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.



33. TRADE UNION'S REPRESENTATIVES OF THE COUNCIL

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

34. WORKING PROPRIETORS AND / OR WORKING PARTNERS

Working proprietors and/or working partners engaged in manufacturing operations in the Clothing Industry and who are employers shall observe the working hours laid down in clause 9 of this part of the Agreement.

35. SICK BENEFIT FUND

- (1) The Sick Benefit Fund (hereinafter referred to as the "Fund") established under Government Notice No. 1845 of 11 November 1938, is hereby continued. The Fund shall be maintained from levies in terms of subclause (3) hereof.
- (2) Within two weeks of an employee entering the Industry he may, at the discretion of the Management Committee, be required to present himself to one of the Fund's medical officers for a medical examination and shall complete forms giving his past medical history. The Management Committee referred to in subclause (6) (a) may thereafter exclude such employee from receiving benefits for any illness due to chronic ailment: Provided that an employee may appeal against such exclusion to the Council whose decision shall be final.
- (3) Subject to subclause (14), an employer shall deduct 1,5% per week of the wage of each employee who has worked during that week, irrespective of the time worked.
- (4) (a) In addition to the amounts so deducted, the employer shall contribute 1,75% per week of the employee's wage in respect of each employee who has worked during that week, irrespective of the time so worked.

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- (b) The employer shall add his contribution to that deducted from each employee's weekly earnings and shall forward this total to the Secretary of the Fund, P.O. Box 18354, Dalbridge, 4014, so as to reach the said Secretary not later than 10 days after the end of each calendar month, together with a list showing the Council registration numbers of the employees and the amounts.
- (5) (a) The fund shall be applied to provide employees with medical treatment, medicine and sick pay in case of illness.
- (b) The Council shall contribute R150 000,00 from the Fund to HIV/AIDS education and treatment programmes during the period of operation of this Amending Agreement.
- (6) (a) The Fund shall be administered by a Management Committee consisting of one representative each from the employers and employees appointed by the Council, together with the Chairman and Vice-Chairman of the Council, who shall be *ex officio* members of the Management Committee, who may make regulations not inconsistent with the provisions of this clause.
- (b) For each representative an alternative shall be appointed.
- (c) All the decisions of the Management Committee shall be subject to ratification by the Council.
- (7) For the purpose of benefits, sickness shall mean any illness, affliction or disease including pregnancy of employees who are eligible for maternity benefits in terms of the Unemployment Insurance Act, 1966, but excluding-
 - (a) venereal disease and illness, affliction or disease which is attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and
 - (b) any accident, illness or disease in respect of which compensation is payable in terms of the Compensation for Occupational Injuries and Diseases, 1993.
- (8) (a) Payment of benefits shall be subject to the production of a certificate of absence from work to which shall be attached a medical certificate signed by one of the Funds medical officers.
- (b) The Management Committee has the right to require the claimant for benefits to submit himself to such of the fund's medical officers as it may direct.
- (c) Every employer shall complete a certificate of absence from work for each employee who has been off from work through illness and who has produced a medical certificate from a hospital, or a medical officer of the Fund. The employer shall forward such absence from work certificate together with the medical certificate to the Secretary of the Council, P.O. Box 18354, Dalbridge, 4014.
- (9) An employee who has contributed to the Fund for 13 weeks shall, subject to the provisions of subclause (7) and (8) hereof, be entitled to the following benefits during the currency of this part of the Agreement: Provided that the amount standing to the credit of the fund is not less than R200:
 - (a) Free medical attention (excluding surgical treatment and maternity cases, save where these are approved in whole or in part by the Management Committee, and venereal diseases) by the medical officer(s) appointed by the Management Committee.
 - (b) Free medicine when prescribed by the Fund's medical officer(s): Provided that such are made up by a chemist(s) specified by the Management Committee, or the Sick Benefit Fund Clinic.
 - (c) In any one calendar year, sick pay equal to half a day's wage prescribed in clause 4 for each day of absence from work through illness to a maximum of forty (40) days' absence. Provided that a member shall not be entitled to any sick pay whatsoever in respect of a period of absence of two days or less unless they constitute the first two days of a period of not less than three continuous days' absence, in which case such members shall



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receive for a period of absence which is limited to three days, one day sick pay. No claim for sick pay shall be recognised if lodged after the expiry of six calendar months, calculated from the date of fitness for work indicated on the medical certificate. In cases of permanent unfitness, the period of six months shall be calculated from the last day in respect of which sick pay is due.

- (d) Contributors become unemployed shall remain eligible for membership of the fund, and, while unemployed, shall be entitled to the benefits prescribed in paragraph (a) and (b) for the following periods:

	Weeks
Those with one year but not exceeding two years' service	6
Those with more than two years but not exceeding five years' service	12
Those with more than five years but not exceeding ten years' service	18
Those with more than ten years' service in each cycle of one year	24

- (e) Should a contributor's period of unemployment exceed that specified in paragraph (d) he shall be required to be employed in the Clothing Industry and contribute to the Fund for a further period of 13 weeks after restarting in the Industry before again becoming eligible for benefits.



- (10) An member who was employed within the Clothing Industry, Natal, for at least 20 years and whose employment was terminated due to ill health or old age shall be entitled to receive medical service upon payment of a R5.00 user charge due to the fund, until the member reaches the age of 65 years.
- (11) In the event of the expiry of this part of the Agreement by effluxion of time or cession or any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created: Provided that the fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid, is entered into within 12 months of the date of expiry of this part of the Agreement.
- (12) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this part of the Agreement is binding, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar of Labour Relations from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternatives in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. In the event of no Council being in existence the Fund shall upon the expiry of this part of the Agreement be liquidated by the Committee or the trustee, as the case may be, in the manner set forth in subclause (11) of this clause, and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund as if it formed part of the general funds of the Council.
- (13) Upon liquidation of the Fund in terms of subclause (11) the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

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- (14) The Management Committee shall have the right to exclude from all the provisions of this clause any employee who, in its opinion, has abused the privileges of the Fund: Provided that an employee may appeal against such exclusion to the Council whose decision shall be final.

36. RETRENCHMENT

- (1) For the purposes of this clause "retrenchment" shall mean the dismissal of an employee for reasons based on the employer's operational requirements.
- (2) The employer shall endeavour to avoid retrenchments by transferring workers to other departments, by training or retraining, by limiting and/or eliminating overtime, working short-time, allowing voluntary retirement and such other suitable alternatives.
- (3) The employer shall furnish Council and the Union with the following information:
- The reasons for the proposed retrenchments;
 - approximate number of employees to be retrenched and the job categories in which they are employed;
 - the proposed method for selecting which employees to dismiss;
 - the date when the dismissals are likely to take effect;
 - the severance pay proposed.
- (4) The employer shall consult with the Union on the need and extent of the proposed retrenchment and the fairness of selection of employees to be retrenched:
- An employer must pay an employee who is retrenched severance pay equal to one week's wage for each completed year of continuous service with that employer, unless the employer has been exempted from the provisions of subclause.
 - An employee who unreasonably refused to accept the employer's offer of alternative employment with that employer or any other employer is not entitled to severance pay in terms of paragraph (a) above.
- (5) (a) The employer shall give the Council and the Union at least 21 days written notice provided that the Union and the employer may reduce the period of notice by mutual agreement which agreement shall not be unreasonably withheld.
- (b) The notice shall not run concurrently with the Annual Shutdown period of the employer's establishment.
- (6) Where an employer has retrenched employees he shall, if he subsequently engages additional employees, as far as is possible, give preference to the reengagement of those employees who were retrenched from his establishment within the previous 6 (six) months.



37. FINANCIAL MATTERS

- (i) The Council shall, in accordance with the standards of generally accepted accounting practice, principles and procedures-
- keep books and records of the income, expenditure, assets and liabilities of the Funds referred to in clauses 14 (3) (a), 15 and 35 and of the Council;
 - within six (6) months after the end of each financial year, prepare financial statements including-

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- (i) a statement of income and expenditure for the previous financial year; and
 - (ii) a balance sheet showing its assets, liabilities and financial positions as at the end of the previous financial year.
- (2) (a) The Council shall arrange for an annual audit of the books and records of account and the financial statements of the funds referred to in clauses 14 (3) (a), 15 and 35 and of the Council;
- (b) the auditor appointed by the Council shall--
 - (i) be registered to practice in the Republic of South Africa as a public accountant and auditor;
 - (ii) conduct the audit in accordance with generally accepted auditing standards; and
 - (iii) report in writing to the Council: Which report shall include the auditor's opinion as to whether or not the Council has complied with those provisions of its constitution related to financial matters.
- (3) The financial statements and auditor's reports shall be-
 - (a) available to the parties to the Council or their representatives for inspection;
 - (b) submitted to a meeting of the Council;
 - (c) provided to the Registrar of labour relations within thirty (30) days of receipt of the auditor's report.
- (4) All monies referred by the funds referred to in clause 14 (3) (a), 15 and 35 shall be deposited into a banking account opened in the name of the Fund. Withdrawals from the Fund shall be by cheque signed by a person duly authorised by the Council.
- (5) The money of any Fund referred to in clauses 14 (3) (a), 15 and 35 that is surplus to that Fund's requirements or the expenses of the Fund may be invested in-
 - (a) savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;
 - (b) a registered unit trust;
 - (c) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975; and
 - (d) any other manner approved by the Registrar of labour relations.
- (6) All expenses of administration, banking and auditing shall be a charge against that Fund.



38. DISPUTE PROCEDURE

- (1) Unless otherwise provided in the Council's Constitution or in this Collective Agreement, any dispute within the registered scope of the Council shall be resolved as set out below:
 - (a) The General Secretary of the Council shall, after consultation with the Secretary of any relevant Regional Chamber, decide whether any dispute referred to the Council must be dealt with by the Council or the Regional Chamber.
 - (b) The Council shall, from time to time, adopt by resolution, guidelines for the General Secretary of the Council to follow in the allocation of such disputes.
 - (c) When any dispute is allocated to a Regional Chamber in terms of this clause, then such

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Regional Chamber shall have the same rights, powers and obligations as the Council.

(2) Accreditation:

- (a) With a view to performing its dispute resolution functions in terms of section 51 (3) of the Act only, the Council shall by decision apply to the governing body of the CCMA for accreditation to perform these functions, as appropriate.
- (b) In the event that the Council fails to secure such accreditation, the Council may enter into an agreement with the CCMA in terms of which the CCMA is to perform, on behalf of the Council, its dispute resolution functions in terms of section 51 (3) of the Act.

(3) Panel of conciliators, arbitrators and senior arbitrators:

- (a) The Council shall appoint
 - (i) a panel of conciliators, for the purpose of conciliating disputes;
 - (ii) a panel of arbitrators, for the purpose of determining disputes;
 - (iii) a panel of senior arbitrators, for the purpose of determining disputes where:
 - (aa) the nature of the questions of law raised by the dispute;
 - (bb) the complexity of the dispute;
 - (cc) conflicting arbitration awards, Labour Court precedents or Labour Appeal Court precedents; and/or
 - (dd) the public interest requires the appointment of a senior arbitrator and a party to the dispute requests that the Council refer the dispute for determination by a senior arbitrator.
- (b) The Council shall determine from time to time the number of persons to be appointed to the panels of conciliators and arbitrators.
- (c) All parties to the Council shall attempt to reach agreement on the persons to be appointed to the conciliation and arbitration panels. In the event that the parties to the Council cannot agree on the appointment of some or all of the conciliators and arbitrators, the following process shall be followed:
 - (i) The union parties to the Council shall prepare a list of nominees to fill the remaining vacancies on each panel, and the employer parties to the Council shall do likewise.
 - (ii) The lists prepared by the parties shall be exchanged, and the union parties shall rank the nominees of the employer parties in order of their preference, and the employer parties shall do likewise in respect of the nominees of the union parties.
 - (iii) In the event of the number of remaining vacancies being an even number, half of the vacancies shall be filled by appointing the nominees most preferred by the union parties from the employer parties' list, and the remaining half by appointing the nominees most preferred by the employer parties from the union parties' list.
 - (iv) In the event that the number of remaining vacancies is an odd number, then the appointments from the parties' lists shall make up the number of vacancies less one, and the final vacancy shall be filled by inserting the names of the next most preferred nominee from each list into a hat, from which the General Secretary of the Council shall draw the name of the remaining appointee.



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- (d) The arbitrators and senior arbitrators are to be appointed to the relevant panel for a period of two years, after which period they may be re-appointed by agreement between all the parties to the Council. Should any or all of the arbitrators and senior arbitrators not be re-appointed, all parties to the Council shall attempt to reach agreement on the persons to be appointed to the panel or senior panel, failing which the remaining vacancies shall be filled in accordance with the method described in subclause (3) (c) above.
- (e) Notwithstanding subclause (3) (d) above, the Council may remove a member of the panel of conciliators or arbitrators from office:
- (i) for serious misconduct; or
 - (ii) owing to incapacity; or
 - (iii) if at least one half of the employer parties and at least one half of the union parties have voted in favour of the removal of that member from the panel.
- (f) If for any reason there is a vacancy on the panels, the Council may appoint a new member to the relevant panel in accordance with the method described in subclause (3) (c) above for the unexpired portion of the predecessor's term of office.
- (g) Subject to subclause (3) (1), a person may be appointed to one or more of the panel of conciliators or arbitrators or senior arbitrators.
- (h) An employee of the Council shall be eligible for appointment to the panel of conciliators and the panel of arbitrators: Provided that, should the Council have an interest in the dispute to be arbitrated, employees of the Council shall not be eligible to arbitrate the dispute.
- (i) An employee of the Council shall not be eligible for appointment to the panel of senior arbitrators.
- (j) Unless the parties to the dispute have agreed on a member of the relevant panel to conciliate or arbitrate their dispute or on a procedure to allocate disputes to the panel, the General Secretary of the Council or another designated official shall appoint a member of the relevant panel to conciliate or arbitrate the dispute on a rotational basis, with the next available conciliator, arbitrator or senior arbitrator being appointed, as the case may be, should any panel member(s) not be available in terms of such rotation.
- (4) **Disputes involving non-parties to the Council:**

Any dispute contemplated in section 51 (3) of the Act, where any party to the dispute is not a party or a member of a party to the Council, shall be resolved by the Council in accordance with the following procedure:

(a) **Referral and conciliation of disputes**

- (i) Any of the parties to the dispute may refer the dispute in writing to the Council, setting out the nature of the dispute and the outcome sought.
- (ii) The party who refers the dispute to the Council shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute.
- (iii) The General Secretary or other designated official shall appoint a member of the panel of conciliators who shall attempt to resolve the dispute through conciliation



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within thirty (30) days from the date of the Council's receiving the written referral of the dispute, or any extended period as agreed to in writing by the parties to the dispute.

- (iv) The conciliator may, during conciliation proceedings
 - (aa) mediate the dispute;
 - (bb) conduct a fact-finding exercise; and
 - (cc) make a recommendation to the parties to the dispute, which may be in the form of a non-binding advisory arbitration award.
- (v) Representation of a party to the dispute in the conciliation proceedings shall be in accordance with the provisions of the Act in relation to conciliation proceedings at the CCMA.
- (vi) At the end of the thirty (30) day period, referred to in subclause (4) (a) (iii) above or any further period agreed to in writing by the parties to the dispute, the General Secretary or other designated official of the Council shall issue a certificate stating whether or not the dispute has been resolved.
- (vii) Nothing in this part of the Agreement shall prevent an officer or an employee of the Council from investigating the dispute or attempting to conciliate the dispute before the appointment of a conciliator.



(b) Adjudication of disputes referred to the Council for arbitration:

- (i) If the dispute remains unresolved after conciliation, any party to the dispute may request that the dispute be resolved through arbitration if-
 - (aa) the Act requires that the dispute be arbitrated; or
 - (bb) all the parties to the dispute consent to arbitration under the auspices of the Council, irrespective of whether such dispute may be subject to the jurisdiction of the CCMA or Labour Court in terms of the Act.
- (ii) Upon receipt of such written request for arbitration from a party to the dispute, the General Secretary or other designated official of the Council shall appoint a member of the relevant panel of arbitrators to arbitrate the dispute.
- (iii) Such written request for arbitration shall be made within the time period prescribed in the Act, provided that the arbitrator may permit a late request for arbitration on good cause shown.
- (iv) The General Secretary or other designated official of the Council shall serve notice of the date, time and venue of the arbitration on the parties to the dispute.
- (v) Any party who has a legal interest in the arbitration may apply to the arbitrator to be allowed to intervene in the arbitration. Such intervention may be allowed by the arbitrator, who shall have the power to grant an adverse costs order against that party if such intervention is found by the arbitrator to be frivolous or vexatious.
- (vi) Any party who has a legal interest in the outcome of the arbitration and a party whose application in terms of subclause (4) (b) (v) above has been granted by the arbitrator, shall have the right to-

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- (aa) give evidence;
- (bb) call witnesses;
- (cc) question the witnesses of any other party;
- (dd) address arguments to the arbitrator;
- (ee) be represented in accordance with the provisions of sections 138 and 140 of the Act.
- (vii) The arbitration proceedings shall be conducted in accordance with the provisions of the Code of Conduct for conciliators and arbitrators as agreed to by the Council, sections 138 and 142 and, if applicable, sections 139, 140 and 141 of the Act, read with the changes required by the context.
- (viii) Representation at arbitration proceedings shall be in accordance with the provisions of the Act in relation to arbitration proceedings at the CCMA.
- (ix) The arbitrator who has been appointed to resolve the dispute shall have the powers of a Commissioner in terms of sections 138 and 142 of the Act.
- (x) Subject to the provisions of the Act, an award made by the arbitrator appointed to resolve the dispute shall be final and binding on the parties to the dispute. The arbitrator shall, however, have the power to vary, rescind or amend an award made by him/her on good cause shown or of his own accord; and without limiting the generality thereof, the arbitrator shall have this power if-
 - (aa) the award was erroneously sought or erroneously made in the absence of any party affected by the award;
 - (bb) the award is ambiguous or contains an obvious error or omission;
 - (cc) the award was granted as a result of a mistake common to the parties to the proceedings.
- (xi) The Council shall serve the award, together with any written reasons, on all parties to the dispute.
- (xii) Upon receipt of a written request from a party to the dispute, the General Secretary or other designated official of the Council shall apply to the director to certify that the arbitration award is an award contemplated in section 143 (1) of the Act.



(5) Disputes involving parties to the Council-

- (a) For the purposes of this clause, a party to the Council includes the members of any registered trade union or registered employers' organisation that is a party to the Council.
- (b) If the dispute between the parties is one which arises from negotiations entered into for the purpose of concluding a collective agreement in the Council or in any Regional Chamber, the General Secretary or other designated official shall appoint a member of the panel of conciliators, who shall attempt to resolve the dispute through conciliation within thirty (30) days from the date when the dispute was minuted or referred to the Council, or within any extended period as agreed to in writing by the parties to the dispute. If the dispute remains unresolved, the parties may exercise their rights in terms of the Act.
- (c) Any other dispute between parties to the Council which the Act requires to be arbitrated

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or which disputes would otherwise be adjudicated by the Labour Court, but which the parties to the dispute have agreed to arbitrate, including a dispute about the interpretation or application of the provisions of this part of the Agreement and/or any collective agreement between the parties to the dispute, shall be resolved by the Council in accordance with the procedure set out in subclause (4) above, subject to subclause (5) (d) below.

- (d) Upon receipt of a written request for arbitration of a dispute about the interpretation or application of the provisions of this part of the Agreement and/or any collective agreement between the parties to the dispute, the General Secretary or other designated official of the Council shall appoint a member of the panel of senior arbitrators to arbitrate the dispute.

(6) **Compliance procedure and enforcement of collective agreements by Council-**

- (a) The Council shall request the Minister to appoint certain identified persons to be the designated agents of the Council to promote, monitor and enforce compliance with this Collective Agreement concluded in the Council.
- (b) Such designated agents shall perform the functions and have the powers set out in the Act, including sections 33 and 33A and Schedule 10 of the Act. It is specifically recorded that such designated agent shall have the power to issue a compliance order.
- (c) The Council shall take all reasonable steps necessary to ensure compliance with this part of the Agreement and with the collective agreements concluded in the Council. If, whether through its own investigations or through any other source, it appears that the provisions of such an agreement may have been breached, then the following procedures shall apply to enforce compliance:
- (i) The General Secretary of the Council shall appoint a designated agent to investigate the alleged breach and may delegate such powers of appointment to the Secretary of a Regional Chamber.
 - (ii) If, upon completion of the investigation, the designated agent has reason to believe that an agreement has been breached, the agent may endeavour to secure compliance with the agreement, in terms of guidelines of, or decisions by, the Council, where these exist, by-
 - (aa) publicising the contents of the agreement;
 - (bb) conducting inspections;
 - (cc) investigating complaints;
 - (dd) endeavouring to secure compliance with the agreement through conciliation; or
 - (ee) issuing a compliance order requiring any person bound by the agreement to comply with the agreement within a specified period.
 - (iii) The designated agent shall report all disputes concerning compliance with any provision of a collective agreement to the General Secretary of the Council and a designated official of the Regional Chamber.
 - (iv) Upon receipt of the report of an unresolved dispute, the General Secretary or other designated official of the Council or Regional Chamber may refer the unresolved dispute to arbitration.



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- (v) The General Secretary or other designated official of the Council or Regional Chamber shall appoint a member of the relevant panel of arbitrators to arbitrate the dispute.
- (vi) The General Secretary or other designated agent of the Council or Regional Chamber shall serve notice of the date, time and venue of the arbitration on the parties to the dispute.
- (vii) If a party to such an arbitration is not a party to the Council and objects to the appointment of a member of the panel, the General Secretary or other designated official of the Council or Regional Chamber shall request the CCMA to appoint an arbitrator, in which event the objecting party shall pay the arbitrator's fee to the Council, and the Council shall pay the fee set by the CCMA.
- (viii) The provisions of subclause (4) (b) (v) to (4) (b) (xii) above shall apply to an arbitration in terms of this clause.
- (ix) In addition, an arbitrator conducting an arbitration in terms of this clause may make any appropriate award including-
 - (aa) ordering any person to pay any amount owing in terms of a collective agreement;
 - (bb) imposing a fine for a failure to comply with a collective agreement in accordance with Item 29 of Schedule 7 and section 33A (13) of the Act;
 - (cc) charging a party to the arbitration an arbitration fee;
 - (dd) ordering a party to the arbitration to pay the costs of the arbitration;
 - (ee) confirming, varying or settling aside a compliance order issued by a designated agent;
 - (ff) any award contemplated in section 138 (9) of the Act;
 - (gg) any award in relation to the interest payable on any amount that a person is obliged to pay in terms of a collective agreement.
- (x) Subject to the provisions of the Act, an award in an arbitration conducted in terms of subclause (6) shall be final and binding on the parties to the dispute.
- (xi) The General Secretary or other designated official of the Council may apply to the director to certify that the arbitration award is an award contemplated in section 143 (1) of the Act.
- (xii) The provisions of this procedure shall stand in addition to any other legal remedy through which the Council may enforce a collective agreement.



(7) Non-Compliance

- (a) Outsourcing to non-compliant companies shall not be permitted in the industry.
- (b) The parties shall enter into agreements with all Provincial and Local governments which shall have the effect that their sourcing from the Industry shall include a requirement to only source from companies which hold a valid Certificate of Compliance from the bargaining council.

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(8) Compliance Promotion

- (1) All current non-compliant companies which meet a minimum of 80% of the party-to-party negotiated wage rate for current employees, shall be regarded as level B compliant, subject to sub-clause 2 below.
- (2) All companies described in 8.1 above shall achieve 100% wage compliance within a period of 18 months from 1 September 2012, in 6 monthly equal increments, failing which full compliance enforcement including the execution of writs shall apply to them.
- (3) The arrears of non-compliant companies shall be ring-fenced in a 'suspense account' at 100% of the verified arrears value and a written time-bound repayment plan agreed with the bargaining council. They should also sign a legally enforceable acknowledgement of debt.
- (4) The current policy that allows for a maximum of 6-months as a repayment period for arrears shall be amended, to allow for a maximum eighteen (18) months repayment period with effect from 1 November 2012.
- (5) The arrears will become payable in full should the employer become non-compliant, or default on the repayment plan at any time in future, unless otherwise agreed by the parties.
- (6) At every future meeting of the National Bargaining Council, each party shall make one practical concrete suggestion on how to further promote compliance in the industry.
- (7) The National Bargaining Council General Secretary shall have unfettered authority to serve any writ of execution upon any employer who fails to become compliant in terms of the new compliance provisions envisaged in this agreement, unless the parties agree otherwise.
- (8) Nothing in clause 4 or clause 5 of this agreement shall have the effect of downward migration of conditions of employment for any current employee.
- (9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement.

**39. ATYPICAL WORK AND SUBCONTRACTING**

- (1) The same terms and conditions of employment applicable to a permanent employee shall apply to a contract worker in that job grade, unless otherwise specified in this part of the Agreement.
- (2) The Council shall conduct a biannual survey amongst employers to analyse trends relating to contract work, outsourcing, subcontracting and the use of homeworkers.
- (3)
 - (a) The Council shall conduct a survey on the extent and type of contract work in the clothing industry.
 - (b) Every employer shall complete a questionnaire as approved by the Council.
 - (c) All employers are required to co-operate with the survey.

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40. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION

- (1) This part of the Agreement shall remain in force until 31 August 2022: Provided that the parties to the Council shall annually negotiate through collective bargaining amendments to this part of the Agreement, unless they agree to negotiate at different intervals: Provided further that no amendment(s) shall take effect before 1 September 2021.
- (2) The parties to the Council, and in the event of this part of the Agreement being extended to non-parties, non-party employers and their employees, shall have the right to pursue industrial action within establishments bound by the provisions of this part of the Agreement, in compliance with the Act, after utilising applicable procedures, in the event of agreement not being reached on any issues in negotiations at the Council on wages and other substantive issues designed to replace or amend the remuneration and/or other substantive provisions of this part of the Agreement.
- (3) The reference to negotiations in subclause (2) above shall mean negotiations as contemplated in subclause (1) above.
- (4) Section 65 (3) of the Act shall not render industrial action as contemplated in subclause (2) above unprocedural.



41. PRODUCTIVITY

The Productivity Scheme which was agreed to is:

Contained in Annexure B.

- (1) The bargaining council shall establish a dedicated productivity unit to promote productivity issues in the industry, as part of the NBC's value-added services.
- (2) Absenteeism
 - (i) The memorandum of Understanding as conclude between the parties on 14 June 2007 and implemented shall remain in effect for the duration of the Agreement only.
 - (ii) Where companies' have introduced the productivity scheme as per the provisions of the absenteeism MOU, such schemes are extended for the duration of this agreement, subject to plant level agreements entered into and signed off.

42. AGENCY SHOP

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

- (1) No union agency fee subscriptions collected in terms of this agreement may be:
 - (a) paid to a political party as an affiliation fee;
 - (b) contributed in cash or kind to a political party or a person standing for election to any political office: or
 - (c) used for any expenditure that does not advance collective bargaining or protect the socio-economic interest of employees.

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

43. INDUSTRY PROTECTION FUND

Contained in Annexure C.

44. HIV/AIDS

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

World International HIV/AIDS Day

The industry acknowledges the importance of creating awareness of the HIV/AIDS pandemic. To this end, employers are encouraged to grant employees on World International HIV/AIDS Day thirty minutes paid time off to participate in awareness activities agreed to at industry level.



45. CONTRACT EMPLOYEES

Contained in Annexure D.

46. WORKING IN ARRANGEMENTS

Employees shall be permitted to work in the time lost due to strike action incurred during the September / October 2009 protected wage strike at normal rates of pay, provided that this is agreed to at plant level and further provided that where agreed, such employees shall be offered a loan equal to between one week and two weeks' wages, deductible from their wages in equal weekly amounts over a 10 week period.

47. JOINT AND SEVERAL LIABILITY FOR COMPLIANT COMPANIES OUTSOURCING AND/OR SUBCONTRACTING TO NON-COMPLIANT COMPANIES

The joint and several liability provisions regarding subcontracting to Non-Compliant companies shall apply to all factories who pay below 80% of the NBC gazetted wage rates. Companies paying between 80% and 100% of the NBC gazetted wage rates may apply to the NBC for Level B Compliance registration, in which case, once approved by the Council, the joint and several liability provisions would not apply.

48. PROVIDENT FUND CONTRIBUTIONS

- (a) The Fund continues as part of this Agreement and registered with the Financial Services Board (FSB) and administered in accordance with the Pension Funds Act, 1956 (Act 24 of 1956) (as amended).
- (b) Every employee under the jurisdiction of this Part of the Agreement shall be a member of the Provident Fund and the Rules of the Fund as registered and amended from time to time in terms of the Pension Fund Act shall apply.
- (c) The Council shall ensure compliance with the Rules of the Fund relating to the payment


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of contributions and the submission of monthly returns and follow its dispute resolution procedure to obtain such compliance.

- (d) The Fund shall be administered in accordance with the Fund Rules specified for this purpose by the Fund's Board of Trustees with the approval of the Financial Services Board and in terms of the Pension Fund Act.
- (e) Auditors as defined in the applicable law shall be appointed by the Board of Trustees who shall audit the account of the Fund in compliance with the relevant legislation.
- (f) A copy of the annual audited financial statement and the Approved Rules by the Financial Services Board shall be submitted to the Registrar of Labour Relations as well as the Financial Services Board.

49. INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT

Contained in Annexure E.



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ANNEXURE A

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

1. INTRODUCTION

- 1.1. The Human Immunodeficiency Virus (HIV) and the Acquired Immune Deficiency Syndrome (AIDS) are serious public health problems, which have socio economic, employment and human rights implications.
- 1.2. It is recognised that the HIV/AIDS epidemic will affect every workplace, with prolonged staff illness, absenteeism, and death impacting on productivity, employee benefits, occupational health and safety, production costs and workplace morale.
- 1.3. HIV knows no social, gender, age or racial boundaries, but it is accepted that socio-economic circumstances do influence disease patterns. HIV thrives in an environment of poverty, rapid urbanisation, violence and destabilisation. Transmission is exacerbated by disparities in resources and patterns of migration from rural to urban areas. Women, particularly are more vulnerable to infection in cultures and economic circumstances where they have little control over their lives.
- 1.4. Furthermore HIV/AIDS is still a disease surrounded by ignorance, prejudice, discrimination and stigma. In the workplace unfair discrimination against people living with HIV and AIDS has been perpetuated through practices such as pre-employment HIV testing, dismissals for being HIV positive and the denial of employee benefits.
- 1.5. One of the most effective ways of reducing and managing the impact of HIV/AIDS in the workplace is through the implementation of an HIV/AIDS policy and programme. Addressing aspects of HIV/AIDS in the workplace will enable employers, trade unions and government to actively contribute towards local, national and international efforts to prevent and control HIV/AIDS. In light of this, the Code has been developed as a guide to employers, trade unions and employees.
- 1.6. Furthermore the Code seeks to assist with the attainment of the broader goals of:
 - eliminating unfair discrimination in the workplace based on HIV status;
 - promoting a non-discriminatory workplace in which people living with HIV or AIDS are able to be open about their HIV status without fear of stigma or rejection;
 - promoting appropriate and effective ways of managing HIV in the workplace;
 - creating a balance between the rights and responsibilities of all parties.

2. OBJECTIVES

- 2.1. The Code's primary objective is to set out a policy for employers and the trade union within the clothing manufacturing industry to implement so as to ensure individuals with HIV infection are not unfairly discriminated against in the workplace. This includes provisions regarding:
 - (i) creating a non-discriminatory work environment;
 - (ii) dealing with HIV testing, confidentiality and disclosure;
 - (iii) providing equitable employee benefits;




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- (iv) dealing with dismissals; and
 - (v) managing grievance procedures.
- 2.2. The Code's secondary objective is to provide a policy for employers, employees and the trade union within the clothing manufacturing industry on how to manage HIV/AIDS within the workplace. Since the HIV/AIDS epidemic impacts upon the workplace and individuals at a number of different levels, it requires a holistic response which takes all of these factors into account. The Code therefore includes principles, which are dealt with in more detail under the statutes listed in item 5.1., on the following:
- (i) creating a safe working environment for all employers and employees;
 - (ii) developing procedures to manage occupational incidents and claims for compensation;
 - (iii) introducing measures to prevent the spread of HIV;
 - (iv) developing strategies to assess and reduce the impact of the epidemic upon the workplace; and
 - (v) supporting those individuals who are infected or affected by HIV/AIDS so that they may continue to work productively for as long as possible.
- 2.3. In addition, the Code promotes the establishment of mechanisms to foster co-operation at the following levels:
- (i) between employers, employees and the trade union in the workplace; and
 - (ii) between the workplace and other stakeholders at a sectoral, local, provincial and national level.
- 3. POLICY PRINCIPLES**
- 3.1. The promotion of equality and non-discrimination between individuals with HIV infection and those without, and between HIV/AIDS and other comparable health/medical conditions.
- 3.2. The creation of a supportive environment so that HIV infected employees are able to continue working under normal conditions in their current employment for as long as they are medically fit to do so.
- 3.3. The protection of human rights and dignity of people living with HIV or AIDS is essential to the prevention and control of HIV/AIDS.
- 3.4. HIV/AIDS impacts disproportionately on women and this should be taken into account in the development of workplace policies and programmes.
- 3.5. Consultation, inclusivity and encouraging full participation of all stakeholders are key principles which should underpin every HIV/AIDS policy and programme.
- 4. APPLICATION AND SCOPE**
- 4.1. All employers and employees within the clothing manufacturing industry, and their respective organisations are encouraged to use this Code to develop, implement and refine their HIV/AIDS policies and programmes to suit the needs of their workplaces.
- 4.2. For the purposes of this code, the term "workplace" should be interpreted more broadly than the definition given in the Labour Relations Act, Act 66 of 1995, Section 213, to include the working environment of, amongst others, persons not necessarily in an employer-employee relationship, those working in the informal sector and the self-employed.



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

5. LEGAL FRAMEWORK

- 5.1. The Code should be read in conjunction with the Constitution of South Africa Act. No. 108 of 1996, and all relevant Legislation which includes the following:

- (i) Employment Equity Act. No. 55 of 1998;
- (ii) Labour Relations Act, No. 66 of 1995;
- (iii) Occupational Health and Safety Act, No. 85 of 1993;
- (iv) Compensation for Occupational Injuries and Diseases Act. No. 130 of 1993;
- (v) Basic Conditions of Employment Act, No. 75 of 1997; and
- (vi) Medical Schemes Act, No. 131 of 1998.
- (vii) Promotion of Equality and Prevention of Unfair Discrimination Act. No. 4 of 2000.

- 5.2. The contents of this code should be taken into account when developing, implementing or reviewing any workplace policies or programmes in terms of the statutes listed above.

- 5.3. The following are selected, relevant sections contained in certain of the above-mentioned legislation. These should be read in conjunction with other legislative provisions.

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



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- 5.3.6. An employee who is infected with HIV as a result of an occupational exposure to infected blood or bodily fluids, may apply for benefits in terms of Section 22(1) of the Compensation for Occupational Injuries and Diseases Act. No. 130 of 1993.
- 5.3.7. In accordance with the Basic Conditions of Employment Act, No. 75 of 1997, every employer is obliged to ensure that all employees receive certain basic standards of employment, including a minimum number of days sick leave [Section 22(2)].
- 5.3.8. In accordance with Section 24(2)(e) of the Medical Schemes Act, No 131 of 1998, a registered medical aid scheme may not unfairly discriminate directly or indirectly against its members on the basis of their "state of health". Further in terms of s 67(1)(9) regulations may be drafted stipulating that all schemes must offer a minimum level of benefits to their members.
- 5.3.9. In accordance with both the common law and Section 14 of the Constitution of South Africa Act. No. 108 of 1996, all persons with HIV or AIDS have a right to privacy, including privacy concerning their HIV or AIDS status. Accordingly there is no general legal duty on an employee to disclose his or her HIV status to their employer or to other employees.



6. PROMOTING A NON-DISCRIMINATORY WORK ENVIRONMENT

- 6.1. No person with HIV or AIDS shall be unfairly discriminated against within the employment relationship or within any employment policies or practices, including with regard to:
- (i) recruitment procedures, advertising and selection criteria;
 - (ii) appointments, and the appointment process, including job placement;
 - (iii) job classification or grading;
 - (iv) remuneration, employment benefits and terms and conditions of employment;
 - (v) employee assistance programmes;
 - (vi) job assignments;
 - (vii) training and development;
 - (viii) performance evaluation systems;
 - (ix) promotion, transfer and demotion;
 - (x) termination of services.
- 6.2. To promote a non-discriminatory work environment based on the principle of equality, employers and the trade union should adopt appropriate measures to ensure that employees with HIV and AIDS are not unfairly discriminated against and are protected from victimisation through positive measures such as:
- (i) preventing unfair discrimination and stigmatisation of people living with HIV or AIDS through the development of HIV/AIDS policies and programmes for the workplace;
 - (ii) awareness, education and training on the rights of all persons with regard to HIV and AIDS;
 - (iii) mechanisms to promote acceptance and openness around HIV/AIDS in the workplace;
 - (iv) providing support for all employees infected or affected by HIV and AIDS; and
 - (v) grievance procedures and disciplinary measures to deal with HIV-related complaints in the workplace.


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7. HIV TESTING, CONFIDENTIALITY AND DISCLOSURE

7.1. HIV Testing

- 7.1.1. No employer may require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing.
- 7.1.2. Whether s 7(2) of the Employment Equity Act prevents an employer-provided health service supplying a test to an employee who requests a test, depends on whether the Labour Courts would accept that an employee can knowingly agree to waive the protection in the section. This issue has not yet been decided by the courts. ¹¹¹
- 7.1.3. In implementing the sections below, it is recommended that parties take note of the position set out in item
- 7.1.4. Authorised testing

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

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

7.1.5. Permissible testing

- (a) An employer may provide testing to an employee who has requested a test in the following circumstances:
- (i) As part of a health care service provided in the workplace;
 - (ii) In the event of an occupational accident carrying a risk of exposure to blood or other body fluids;
 - (iii) For the purposes of applying for compensation following an occupational accident involving a risk of exposure to blood or other body fluids.
- (b) Furthermore, such testing may only take place within the following defined conditions:
- (i) At the initiative of an employee;
 - (ii) Within a health care worker and employee-patient relationship;
 - (iii) With informed consent and pre- and post-test counselling, as defined by the Department of Health's National Policy on Testing for HIV; and

¹¹¹ The Employment Equity Act does not make it a criminal offence for an employer to conduct a test in violation of s 7(2). However an employee who alleges that his or her right not to be tested has been violated may refer a dispute to the National Bargaining Council for conciliation, and if this does not resolve the dispute, to the Labour Court for determination.



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- (iv) With strict procedures relating to confidentiality of an employee's HIV status as described in clause 7.2 of this Code.

- 7.1.6 All testing, including both authorised and permissible testing, should be conducted in accordance with the Department of Health's National Policy on Testing for HIV issued in terms of the National Policy for Health Act, No. 116 of 1990.
- 7.1.7. Informed consent means that the individual has been provided with information, understands it and based on this has agreed to undertake the HIV test. It implies that the individual understands what the test is, why it is necessary, the benefits, risks, alternatives and any possible social implications of the outcome.
- 7.1.8. Anonymous, unlinked surveillance or epidemiological HIV testing in the workplace may occur provided it is undertaken in accordance with ethical and legal principles regarding such research.^{2[2]} Where such research is done, the information obtained may not be used to unfairly discriminate against individuals or groups of persons. Testing will not be considered anonymous if there is a reasonable possibility that a person's HIV status can be deduced from the results.



7.2. Confidentiality and Disclosure

- 7.2.1. All persons with HIV or AIDS have the legal right to privacy. An employee is therefore not legally required to disclose his or her HIV status to their employer or to other employees.
- 7.2.2. Where an employee chooses to voluntarily disclose his or her HIV status to the employer or to other employees, this information may not be disclosed to others without the employee's express written consent. Where written consent is not possible, steps must be taken to confirm that the employee wishes to disclose his or her status.
- 7.2.3. Mechanisms should be created to encourage openness, acceptance and support for those employers and employees who voluntarily disclose their HIV status within the workplace, including:
- (i) encouraging persons openly living with HIV or AIDS to conduct or participate in education, prevention and awareness programmes;
 - (ii) encouraging the development of support groups for employees living with HIV or AIDS; and
 - (iii) ensuring that persons who are open about their HIV or AIDS status are not unfairly discriminated against or stigmatised.

8. PROMOTING A SAFE WORKPLACE

- 8.1 An employer is obliged to provide and maintain, as far as is reasonably practicable, a workplace that is safe and without risk to the health of its employees.
- 8.2 The risk of HIV transmission in the workplace is minimal. However occupational accidents involving bodily fluids may occur, particularly in the health care professions. Every workplace should ensure that it complies with the provisions of the Occupational Health and Safety Act, including the Regulations on Hazardous Biological Agents, and that its policy deals with, amongst others:

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

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

9. COMPENSATION FOR OCCUPATIONALLY ACQUIRED HIV

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



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

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

10. EMPLOYEE BENEFITS

- 10.1. Employees with HIV or AIDS may not be unfairly discriminated against in the allocation of employee benefits
- 10.2. Employees who become ill with AIDS should be treated like any other employee with a comparable life threatening illness with regard to access to employee benefits.
- 10.3. Information from benefit schemes on the medical status of an employee should be kept confidential and should not be used to unfairly discriminate.
- 10.4. Where an employer offers a medical scheme as part of the employee benefit package it must ensure that this scheme does not unfairly discriminate, directly or indirectly, against any person on the basis of his or her HIV status.

11. DISMISSAL

- 11.1. Employees with HIV/AIDS may not be dismissed solely on the basis of their HIV/AIDS status.


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

12. GRIEVANCE PROCEDURES

- 12.1. Employers should ensure that the rights of employees with regard to HIV/AIDS, and the remedies available to them in the event of a breach of such rights, become integrated into existing grievance procedures.
- 12.2. Employers should create an awareness and understanding of the grievance procedures and how employees can utilise them.
- 12.3. Employers should develop special measures to ensure the confidentiality of the complainant during such proceedings, including ensuring that such proceedings are held in private.



13. MANAGEMENT OF HIV IN THE WORKPLACE

- 13.1. The effective management of HIV/AIDS in the workplace requires an integrated strategy that includes, amongst others, the following elements:
- 13.1.1. An understanding and assessment of the impact of HIV/AIDS on the workplace; and
- 13.1.2. Long and short term measures to deal with and reduce this impact, including:
- (i) An HIV/AIDS Policy for the workplace
 - (ii) HIV/AIDS Programmes, which would incorporate:
 - (a) Ongoing sustained prevention of the spread of HIV among employees and their communities;
 - (b) Management of employees with HIV so that they are able to work productively for as long as possible; and
 - (c) Strategies to deal with the direct and indirect costs of HIV/AIDS in the workplace.

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

- 14.1. Employers and the trade union should develop appropriate strategies to understand, assess and respond to the impact of HIV/AIDS in their particular workplace and sector. This should be done in cooperation with sectoral, local, provincial and national initiatives by government, civil society and non-governmental organisations.
- 14.2. Broadly, impact assessments should include:
- (i) Risk profiles; and
 - (ii) Assessment of the direct and indirect costs of HIV/AIDS;

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

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

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

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



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

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

15.1. A Workplace HIV/AIDS Policy

15.1.1. Every workplace should develop an HIV/AIDS policy³³ in order to ensure that employees affected by HIV/AIDS are not unfairly discriminated against in employment policies and practices. This policy should cover:

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

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

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

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

³³ This policy could either be a specific policy on HIV/AIDS, or could be incorporated in a policy on life threatening illness.

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

15.2. Developing Workplace HIV/AIDS Programmes

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

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

- (i) hold regular HIV/AIDS awareness programmes;
- (ii) encourage voluntary testing;
- (iii) conduct education and training on HIV/AIDS;
- (iv) promote condom distribution and use;
- (v) encourage health seeking behaviour for STD's;
- (vi) enforce the use of universal infection control measures;
- (vii) create an environment that is conducive to openness, disclosure and acceptance amongst all staff;
- (viii) endeavour to establish a wellness programme for employees affected by HIV/AIDS;
- (ix) provide access to counselling and other forms of social support for people affected by HIV/AIDS;
- (x) maximise the performance of affected employees through reasonable accommodation, such as investigations into alternative sick leave allocation;
- (xi) develop strategies to address direct and indirect costs associated with HIV/AIDS in the workplace, as outlined under item 14.4
- (xii) regularly monitor, evaluate and review the programme.



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

16. INFORMATION AND EDUCATION

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

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GLOSSARY

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



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ANNEXURE B**PRODUCTIVITY**

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

- (1) Employers shall pay an amount of 0.5% of the weekly wage into a dedicated productivity incentive bank account. This must be done on a weekly basis or on the date that wages is normally paid, if it is paid at a time other than weekly.
- (2) The money in this productivity incentive bank account is ringfenced for the introduction of plant level productivity incentive schemes only.
- (3) This productivity incentive scheme bank account shall be opened and authorised on the basis of co-signatures, as follows: a person nominated by management plus a SACTWU shop steward (where there are no shop stewards at a workplace, a representative nominated by the workers shall be the second signatory).
- (4) With effect from 1 September 2008, each workplace shall have a period of 2 months within which they must reach agreement between management and the union about how the productivity incentive scheme at that workplace will function and how the incentives are to be paid.
- (5) If there is no productivity incentive scheme agreement reached by 1 November 2008, all the monies in the productivity bank account must be paid out to the workers as part of their wages, until an agreement on an appropriate productivity incentive scheme is reached.
- (6) The productivity incentive scheme agreements reached must ensure that all workers covered by the terms of this agreement, not just some, shall benefit from the incentive scheme.
- (7) All productivity scheme agreements reached must be registered with the National Bargaining Council for the Clothing Manufacturing Industry, within 1 month after agreement has been reached.
- (8) Productivity incentive scheme agreements shall not contain any provisions, which have the effect of downward variation of any term or condition of employment.
- (9) The productivity incentive scheme envisaged in this agreement shall be in addition to and not in place of any existing productivity incentive scheme, which may currently exist.
- (10) If the workplace closes or is liquidated, all the money left in the productivity incentive bank account must be paid out to the employees at that workplace and who are covered by the terms of this agreement.



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ANNEXURE CINDUSTRY PROTECTION FUND

- (1) In terms of section 28 (1) (g) of the Act, read with clause 3.6 and 3.7 of the Council's Constitution, a fund to protect the fashion industry from further job losses and decline, which shall be known as the Fashion Industry Protection Fund (hereinafter referred to as "the Fund") is hereby established.
- (2) The objects of the Fund shall be to provide financial support to campaigns and programmes engaged in by the parties to the Bargaining Council, where such programmes are aimed at protecting the Industry in the respective Region.
- (3) The Fund shall commence on such date as decided by the parties to the Regional Council and shall continue to operate until such date as the Regional Chamber and the parties thereto may decide.
- (4) Every employer shall, each week, deduct from the wages of each of his employees for whom wages are prescribed in this part of the Agreement, an amount of 10 cents.
- (5) An employer shall, in respect of each employee from whose wages deductions are made in terms of sub-clause (4) above, contribute an amount of 22 cents per week.
- (6) The total sum representing the employer's contributions and the employees' contributions shall be forwarded monthly by the employer to the Regional Secretary of the Regional Chamber, by not later than the payment date specified in the relevant part of the Agreement and in the form and manner specified in relevant clause of each part of the Agreement.
- (7) The moneys collected by the Regional Chamber shall be paid monthly by the Regional Chamber into a bank account styled "Fashion Industry Protection Fund" opened by the Regional Chamber of the Bargaining Council for the purpose of receiving these funds and for disbursing them for the purpose for which they are intended.
- (8) The moneys collected shall be used by the Regional Chamber to finance the following bona fide strategies in pursuit of the objects of the Fund as set out in sub-clause (2), and including
 - (a) "Buy Local" campaigns;
 - (b) Combating customs fraud and illegal imports; or
 - (c) for such other strategies as meet the objectives of the Fund.
- (9) During the period of operation of the Fund should the Southern African Clothing & Textile Workers' Union (SACTWU) and/or the Regional Employers' Associations who are members of the Bargaining Council become or wish to become engaged in additional strategies or bona fide activities in pursuit of the objectives of the Fund other than those specified in sub-clause (8), they may apply in writing to the Regional Chamber for the activities in question to be recognised by the Regional Chamber as an authorised strategy or activity which can be financed in terms of the Fund's provisions. The decision as to whether to recognise the strategy or activity in question shall be at the sole discretion of the Regional Chamber and shall be recorded as a resolution of the Regional Chamber.



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R.H.

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- (10) The Fund's moneys shall be used to meet all reasonable expenses incurred in pursuit of the authorised activities in regard to the strategies referred to above and may not be used for any unauthorised purpose or activity.
- (11) If SACTWU or the Regional Employers' Associations who are members of the Bargaining Council is in doubt about whether contemplated expenditure of the Fund's moneys qualifies as expenditure on an authorised activity, SACTWU or the Regional Employers' Associations who are members of the Bargaining Council, as the case may be, may request confirmation in advance from the Regional Chamber in this regard.
- (12) No moneys of the Fund shall be disbursed by the Regional Chamber until the Fund has been established by this part of the Agreement and SACTWU, the Regional Employers' Associations who are members of the Bargaining Council and the Regional Chamber have signed a written agreement.
- (13) Any interest that is earned on Fund moneys at any time shall be used for the benefit of the activities and purposes authorised in terms of the Fund.
- (14) SACTWU and the Regional Employers' Associations who are members of the Bargaining Council shall, as the need arises, provide the Regional Chamber with a financial plan of how the funds will be utilised towards achieving the objectives of the Fund. The plan shall be submitted to the Regional Chamber for approval.
- (15) Expenditure incurred by the parties shall be paid by the Fund against invoices or vouchers submitted to the Regional Secretary of the Regional Chamber, provided he or she is satisfied that the expenditure-
 - (a) is in terms of the approved plan.
 - (b) is clearly classified by strategy, activity and the nature of the expense: and
 - (c) has been authorised by the Regional Secretary or National Secretary of SACTWU, or the Executive Director of the Regional Employers' Associations who are members of the Bargaining Council.



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

- (16) Any expenses that have been incurred by SACTWU or the Regional Employers' Associations who are members of the Bargaining Council for unauthorised purposes or activities and which have been paid or reimbursed to SACTWU or the Regional Employers' Associations who are members of the Bargaining Council, may be recovered by the Regional Chamber from SACTWU or the Regional Employers' Association, as the case may be.
- (17) The Regional Secretary of the Regional Chamber shall be obliged to account to the Regional Chamber every two months in relation to income and expenditure of the Fund. This accounting to the Regional Chamber shall include, but not be limited to, providing a schedule summarising the expenses incurred on authorised activities in pursuance of the objects of the Fund and in respect of which payment is claimed.
- (18) SACTWU and the Regional Employers' Associations who are members of the Bargaining Council shall be obliged to report back to the Regional Chamber every two months after


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the establishment of the Fund on the activities undertaken by their organisation in pursuance of the objects of the Fund and for which funds have been disbursed.

- (19) In the event that there is a disagreement between the parties as to whether any activity or expenditure or proposed activity or expenditure falls within the objects of the Fund, either party may refer a dispute in this regard for conciliation in terms of clause 15.5 of the Council's Constitution and, if it remains unresolved after conciliation, the proposing party may request the Regional Chamber in writing that the dispute be resolved through arbitration in accordance with clause 15.4.2.1.2 of the Council's Constitution.
- (20) Each party to this part of the Agreement has a pre-emptive right to require all undertakings or commitments between the parties, not only those referred to in this resolution, to be reduced to writing.




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ANNEXURE DCONTRACT EMPLOYEES

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



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ANNEXURE E**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

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

1. Introduction and Key Principles

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

**2. Employee Protection**

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

3. Plant Level Incentive Schemes

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

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

4. Deadlock-Breaking Mechanism

- 4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.
- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.
- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.
- 4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.
- 4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this matter within two (2) weeks from the date of signing this agreement, failing which the provision of sub-clause 4.14 above will become effective.



5. Dispute Resolution

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

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

6. Reporting and Administration

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

- 6.2 Such report shall cover at least the following matters:
- Number of employees on scheme
 - Trends in overall employment in the company
 - Single or multi-factor productivity (OR OTHER) improvements
 - Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

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

7. Qualification and Commencement of Plant Level Consultation

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

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

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




P.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY** Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
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LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM** Defendant / Respondent

Annexure 06

NOTE: This document was filed electronically by the Registrar on 25/8/2026 at 1:20:11 PM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6855

21 November 2025

LABOUR RELATIONS ACT, 1995

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

I, NOMAKHOSAZANA METH, 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 2028.



MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 7 November 2025

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 KULABO ABANGEYONA INGXENYE YESIVUMELWANO**

Mina, **NOMAKHOSAZANA METH**, 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 kutayombom kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhiaka 31 kuNcwaba 2026.

MS N METH, MP**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU: 7 November 2025**

P.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
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PRIMARY COOPERATIVE
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FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
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COOPERATIVE LIMITED,SKY YAN
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CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 07

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA7

Clarity on meeting held with DOL on the 10th March 2026

Monday, 27 April 2026 06:08

Subject	Clarity on meeting held with DOL on the 10th March 2026
From	Zamaswazi Sibeko
To	Chantal Naidoo
Cc	Kashani Nagan; Neil Riekert; Richard Erasmus
Sent	Wednesday, 22 April 2026 14:49
Attachments	 DEPARTM ENT OF ...



Good Day GS,

The above matter refers.

I would like to clarify what transpired at the meeting that took place in Newcastle, initiated by the DOL together with "31 Chinese factory owners", CCMA and other stakeholders:

- Presentations were conducted by various representatives from the DOL's various internal offices i.e. BCEA, EEA, NMWA, COIDA, UIA, UCA, OHSA AND ESA;
- Presentation by the CCMA;
- Presentation from Chothia Attorneys regarding challenges faced by the Chinese Factory owners;
- Presentation by the Bargaining Council by the writer;
- Speech by the Director-General - Inspections
- Closing Speech by the Deputy Minister, Mr. Jomo Sibiya

The presentations were conducted in that flow.

In those presentations, each representative stated what requirements are needed in terms of the respective legislation for a factory to be compliant. In my presentation, which I have attached - the points contained therein were discussed briefly due to time constraints (15 minutes).

At the end of the meeting and during the DM's closing speech, he made a proposal of calling these factories the "G31" and pending enforcement for a period of 3 years and progressively bring them towards compliance during that phase-in period. This was something that was yet to be consolidated and discussed with all the relevant stakeholders in a more structured fashion.

The impression that I was silent during the meeting and that my silence was a concession to that proposal is not correct. During my presentation I confirmed that compliance is a requirement and acknowledged the owner's willingness to comply with the Main Collective Agreement.

Further, a Letter dated 17th April 2026 and circulated to the 31 factories does not mention any agreement to what the "Chinese owners" are now alluding to what concluded. It merely confirms a proposal that was made by the DM. As to how they reached that conclusion. I cannot comment or be held responsible for same.


R.H.

I had further engagements with the PCI, Mr. Zondi and advised him that I do not hold powers to conclude such agreements. That a Letter should be sent to the General Secretary to that effect and she will respond accordingly. Further, I explained that challenges were are facing with enforcing against these "G31" factories. He undertook to fast track that communication.

I hope that the above is in order.

Kind Regards,

Zamaswazi Sibeko (Ms.)

Labour Affairs Manager – Kwa-Zulu Natal Chamber

National Bargaining Council for the Clothing Manufacturing Industry (KZN)

Tel (Direct): 031 362 0771

Tel (Switchboard): 031 362 0700

Email: zamaswazi.kzn@nbc.org.za

Web: <https://nbc.org.za>



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R.H.

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IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
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LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 08

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**Registrar of The Labour Court,
Durban**



NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY

KWA-ZULU NATAL CHAMBER

Address: 127 Magwaza Maphalala Street (Gale Street), Umbilo, Durban 4001

Tel: 031 362 0700 **Fax:** 031 307 6716 **Post:** P O Box 18354, Dalbridge 4014 **Website:** www.nbc.org.za

WHO WE ARE

WE ARE REGISTERED WITH THE DEPARTMENT OF LABOUR AS PER THE LABOUR RELATIONS ACT 66 OF 1995.

OUR MAIN FUNCTIONS

- CONCLUDE AND ENFORCE THE MAIN COLLECTIVE AGREEMENTS.
- PREVENT AND RESOLVE LABOUR DISPUTES IN THE INDUSTRY.
- ESTABLISH AND ADMINISTER FUNDS AND SCHEMES INCLUDING PENSION FUND, SICK FUND AND OTHERS.
- ESTABLISH AND PROMOTE TRAINING AND EDUCATION SCHEMES
- MONITOR AND ENFORCE COMPLIANCE WITH WAGE RATES, OVERTIME, PROVIDENT FUND, ANNUAL LEAVE, SICK LEAVE, SHORT-TIME, MATERNITY LEAVE AND OTHER LABOUR PROVISIONS EXCEPT OCCUPATIONAL HEALTH AND SAFETY.



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R.H

WHO FALLS WITHIN OUR SCOPE?

- In terms of the Main Collective Agreement , Part I (Non-Metro) i.e Newcastle, Ladysmith, Escourt , Dundee, Isithebe and many others; all employers and employees who are associated for the making of all classes of belts (made from cloth), braces, brassiers, caps, collars, corsetry, cummerbunds, gloves, handkerchiefs, hats, hosiery, outerwear, protective wear,, scarves, shirts, susoenders, ties and underwear :Including
- All operations incidental thereto and consequent thereon
- All types of hand sewing and machine operations including embroidery and beading
- Any part of a garment whether by knitting or otherwise
- Design room services
- Screen process printing on garments or part thereof



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R.H.

CONTINUED...

- The changing of labels irrespective of whether such garment is made by the said employer or not
- The making of button holes
- The ironing of garments and /parts
- The making of sample garments
- The cutting of garments
- The packing of garments



[Signature]
R.H.

DEPARTMENTS WITHIN THE COUNCIL AND THEIR FUNCTIONS

1. REGISTRATIONS

- Responsible for the registration of new employees and employers to the Council, terminations and closures of existing factories.

2. LABOUR AFFAIRS DEPARTMENTS (COMPLIANCE & DISPUTE RESOLUTION)

- Responsible for enforcing compliance with the Main Collective Agreement through conducting inspections, enforcing non-compliance through arbitration, registration of new Ees and Ers in the industry, wage increment inspections
- Negotiating Wage Phase-In Agreements to bring new factories to 100% compliance.



[Signature]
R.H.

R.N.

RA-

- RA-

RA-

- RA-

CONTINUED...

5. SICK FUND AND/OR CLINIC

- Responsible for monitoring payment of wages during sick leave. This is not available in the non-metro areas. Deduction made on a monthly basis.

6. PROVIDENT FUND

- Ensures that those registered and members of our Provident Fund make and pay over EER and EE deductions to the Council for administration.



[Signature]
R.H.

WHAT ARE THE BENEFITS OF REGISTRATION?

- Once registered and fully compliant, a factory is issued with a Compliance Certificate valid and renewable after 12 months. Including those not fully compliant but have signed a valid Phase-In and/or Payments plan.
- No factory can pay below the National Minimum Wage.
- Free advertising on the Council website.
- Yearly Wage Clerk training.
- Training and skills based funded programmes.




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CONTINUED...

- Registered employees and Employers have benefits in terms of Dispute Resolution services.
- There are clear working rules for both Ees and Ers.




PLH

HOW DOES THE COUNCIL ASSIST NON-COMPLIANT FACTORIES BECOME COMPLIANT?

- First step is to register with the Council.
- In order to be considered for a Wage Phase-In agreement, you must pay your employee's atleast 80% of the Council's rate which is a minimum of the National Minimum Wage.
- Once the Phase-In is concluded, ensure compliance with same until you reach 100% of the gazetted rates.



A handwritten signature or set of initials, possibly 'P.H.', written in dark ink.

P.H.

DO CO-OPERATIVES FALL WITHIN OUR SCOPE?

- Yes ofcourse, this is in terms of the Co-Operatives Act 6 of 2013, all worker co-ops should comply with all Labour Legislations. This is the case where there is an employer/employee relationship established.
- Unless, the said Co-Operative has been exempted from registering with the Council, they are obligated by the Act to register.



[Signature]
RA

IMPORTANT POINTERS

- The Council negotiates yearly wage increases in September of each year.
- The Main Collective Agreement is binding to all parties and non-parties.
- Employers who become members of the Employers' Associations are guaranteed extensive labour assistance from their respective association.
- Employees' rights are protected through Union membership with SACTWU.
- The Council Has its own Wage Schedules with which all Employers in the industry should comply with.
- Designated Agents have powers to enter and inspect factories which fall within our scope.



[Handwritten signature]
ALT

CONTACT DETAILS

• Head Office / National Compliance

Chantal Naidoo

General Secretary/CEO

cnaidoo@cihc.co.za

011 402-2737

011 402-7375

1st Floor Solly Sachs House,

111 Commissioner St, Johannesburg, 2000

P.O. Box 5101, Johannesburg, 2000



[Handwritten signature]
R.H.

CONTINUED...

• KwaZulu-Natali Chamber

Kashani Nagan

Acting Office Mahager

kashani.kzn@nbc.org.za

031 362-0700

031 307-6716

1st Floor James Bolton Hall, 127/129 Magwaza Maphalala Street (formerly Gale Street), Durban, 4001
P.O. Box 18354, Dalbridge, 4014.



Sh
RA

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

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Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
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AND CLOTHING (PTY) LTD,RONG CHEN
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LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
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COOPERATIVE LIMITED,LUCKIN
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LIMITED,BLUE BUDDING TRADERS
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CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 09

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**



FA9

POSTAL ADDRESS : P.O.BOX 1501 NEWCASTLE
2940
E-MAIL : magaye.magave@gmail.com
CONTACT NUMBER: 071 352 3563
FAX NO. : 086 234 1092

t/a MPC HR SOLUTIONS

27th March 2026

The Deputy Minister
Department of Employment and Labour
Private Bag x 499
PRETORIA
0001



Dear Deputy Minister,

RE: LETTER OF CONCERN – DECISION OF A MEETING HELD ON THE 10 MARCH 2026

I represent more than thirty (30) clothing factories based at Madadeni and Riverside in Newcastle and at our meeting a decision was taken that we must approach your office and raise our concerns emanating from the meeting between your office and some representatives from NBC, Speedy Power and the factories falling under its supply.

At this meeting there were decisions which were taken, but the one which is a thorn to the flesh is that such a decision is discriminating other factories by ring fencing all the 31 factories which were invited in a meeting where the invitation was that it was for stakeholders but was selective, other key stakeholders were not invited.

There are more than 100 factories in Newcastle so it is unfair to provide grace for three years to only 31 factories which are now shielded from inspection for a period of three years whilst others will be subjected to all inspections and that these ones will be afforded assistance by Home Affairs to their foreign workers.

It is a very dangerous decision which might have negative impact and conflict amongst factories and also to the inspectors who will be implementing such a decision which was influenced by Speedy Power and other design houses and Suppliers/ retailers, were not

THEY THINK ABOUT THE PRESENT

BUT WE BUILD YOUR FUTURE

invited at this crucial meeting. Since this decision cannot be reversed, we propose that it be extended to include all the factories in Newcastle.

Your enforcement Inspectors will face a resistance from the factories which are not cushioned by this decision. Supplies and Retailers like Pick n Pay, Mr Price, Pep Global Source, Drake, Disney, TFG etc. These factories have more than 7000 employees and contributing to Newcastle Local Economy.

The initiative is good but is applied in a manner which is going to create conflict and divisions. Our efforts where we strived to create an environment where Chinese Employers cooperate with Bargaining Council and the Department of Labour will be compromised very bad.

Some employers were of the view that they must suspend deductions for the Bargaining Council until this matter is amicably resolved.

Your response and cooperation will be highly appreciated.

Yours Faithfully



Mandla Cele

Director

0713523563

Magaye.magaye@gmail.com



THEY THINK ABOUT THE PRESENT
BUT WE BUILD YOUR FUTURE


R.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
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LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 10

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**Registrar of The Labour Court,
Durban**



**NATIONAL BARGAINING COUNCIL FA10
FOR THE
CLOTHING MANUFACTURING INDUSTRY**

KWA-ZULU NATAL CHAMBER

Address: 127 Magwaza Maphalala Street (Gale Street), Umbilo, Durban 4001
Tel: 031 362 0700 **Fax:** 031 307 6716 **Post:** P O Box 18354, Dalbridge 4014 **Website:** www.nbc.org.za

Our ref: Z Sibeko
Your ref: Unknown

Zasikwa 1 (Pty) Ltd
P.O Box 1501
Newcastle
2940

30th March 2026

Per email: magaye.magaye@gmail.com

Re: Response to Letter of Concern relating to Newcastle Factories and the "31 factories"

"Without prejudice"

Good day Mr. Cele,

Your letter dated 27th March 2026 refers.

Please be advised that the Bargaining Council attended that meeting as an invitee. The alleged "decisions... by ring-fencing all the 31 factories which were invited in a meeting." were proposals and not resolutions taken for the day in question.

Having attended that meeting, that proposal was made by the Deputy Minister of Employment and Labour and not a resolution cast in stone as agreed upon by all the attendees, especially the Bargaining Council for the Clothing Manufacturing Industry.

Please be advised that none of those 31 factories are exempted or ring-fenced from compliance in terms of our Collective Agreement. They shall and will not receive any preferential or selective treatment from the Council. This is the case with every non-compliant factory in Newcastle including those who were not invited to that meeting. We are proceeding against all non-compliant factories without fear or favour to any.

It is important to note and correctly advise your clients that compliance with the Main Collective Agreement is mandatory. The unilateral decision to cease making deductions and refusing the Designated Agents access to conduct compliance inspections is an offense which we are proceeding against.

We trust that the above is in order.



Sh
R.H.



NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY

KWA-ZULU NATAL CHAMBER

Address: 127 Magwaza Maphalala Street (Gale Street), Umbilo, Durban 4001
Tel: 031 362 0700 **Fax:** 031 307 6716 **Post:** P O Box 18354, Dalbridge 4014 **Website:** www.nbc.org.za

Kind Regards,

Labour Affairs Manager – Kwa-Zulu Natal Chamber

National Bargaining Council for the Clothing Manufacturing Industry (KZN)

Tel (Direct): 031 362 0771

Tel (Switchboard): 031 362 0700

Email: <https://nbc.org.za/>



A.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

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PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 11

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

Dear Sir / Madam,

RE: OUTCOMES OF THE MEETING HELD ON THE 10TH MARCH 2026 IN NEWCASTLE

The Department of Employment and Labour has, as one of its fundamental objectives, the responsibility to promote Decent Work in the Labour Market. In its inherent essence, the Work enhances the championing of Labour Rights. In particular, the Inspections and Enforcement Services Branch of the DEL, is tasked with the regulation of the labour market to test compliance with a basket of Employment and Labour Laws. The following is a suite of such laws that are in the purview of the DEL:

- Basic Conditions of Employment Act (BCEA)
- National Minimum Wage Act (NMWA)
- Employment Equity Act (EEA)
- Compensation of Occupational Injuries and Diseases Act (COIDA)
- Unemployment Insurance Act (UIA)
- Unemployment Contribution Acts (UCA)
- Occupational Health and Safety Act (OHSA)
- Employment Services Act (ESA)

We believe that our laws are enabled to benefit both employers and employees. Notwithstanding the secondary benefits that the broader populace would enjoy in an environment of improved compliance.

The spirit of our meeting in Newcastle was to strike a strategic partnership that would be mutually beneficial. This collaboration would clearly be guided by principles and standards that would be deliberated upon in a meeting that would be communicated in due course. I wish to state that the employers that would be participating in this project would be ringfenced for the purpose of implementing *Strategic Compliance*, the detail of which would be presented in a comprehensive project-based format. While these companies would still be expected to comply with the Labour Laws, they would be assisted to do so in the manner that would be outlined in the project document.



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P.L.H.

PAH



Mr Jomo Sibiya, MP
Deputy Minister of Employment and Labour
Date: 17 April 2026



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COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
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LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 12

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA12

From: Chantal Naidoo <CNaidoo@cibc.co.za>
Date: Thursday, 28 May 2026 at 10:49
To: "Stephen Rathai (HQ)" <stephen.rathai@labour.gov.za>, "Tabogelo Mahlangu (HQ)" <tabogelo.mahlangu@labour.gov.za>, "Mary Ngwetjana (HQ)" <mary.ngwetjana@labour.gov.za>
Cc: Nishaad Deeplal <NDeeplal@cibc.co.za>, Mlamuli Makhubo <mmakhubo@cibc.co.za>, Richard Erasmus <richard@meattorneys.co.za>, Neil Riekert <neil@meattorneys.co.za>
Subject: Re :Meeting held 26th May 2026 - Letter given to Newcastle Factories and Inspection report

Dear Mr Rathai

Many thanks for taking the time to meet the National Bargaining Council Team to address the letter issued to the Newcastle factories by the Deputy Minister Mr Jomo Sibiya.



I have also included a report from the compliance department stating the challenges they face when doing blitzes in Newcastle now that 31 factories there are in possession of this letter.

This is clearly halting and creating difficulty to our inspectorate, as there is a clear misunderstanding regarding the powers of a Bargaining Council and the Department of Labour.

As discussed, you will escalate this matter and revert soonest.

I will also be sending you the two legal matters that the NBC is currently proceeding with. These are rather large files; I will send them via WeTransfer.

Regards
Chantal Naidoo
General Secretary
NBC Head Office



All views or opinions expressed in this electronic message and its attachments are the view of the sender and do not necessarily reflect the views and opinions of The National Bargaining Council. The information contained in this message and its attachments may be confidential or privileged and is for the use of the named recipient only, except where the sender specifically states otherwise. If you are not the intended recipient you may not copy or deliver this message to anyone. If you have received this message in

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 P.H.

error, please advise Barry Galant immediately at bgalant@cibc.co.za or return it promptly by mail.




R.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
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LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 13

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**Registrar of The Labour Court,
Durban**

FA13



NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY

HEAD OFFICE

Address: 7th Floor, Industria House, 350 Victoria Road, Salt River, 7925
Tel: 021 460 4000, Fax: 021 447 0628, Post: P O Box 1142, Woodstock, 7915 Website: www.nbc.org.za

Agent : **Field Report: Newcastle Blitz Issues**
: Chante Nadine Albert, Mabatho Nkosi, Israel Mthembu,
Mesuli Mkhize and Abram Tladi

Physical Address of Company : Newcastle and Madadeni

Metro/Non-Metro : Non-Metro

Inspection Date : 20 to 24 April 2026

Purpose of Inspection : Intel on Wage Non-Compliance and general enforcement
and compliance monitoring

Clauses in Breach : Clauses 29 – Registration of Employers
Clause 30 – Registration of Employees and
Clause 33 – Agents (Restriction of access)



Re: Field Report: Newcastle Blitz Issues

Purpose of the Inspection Operation

The purpose of the inspection initiative was to gather intelligence to support the correction of non-compliance within the Newcastle area and to obtain source evidence identifying the root causes of labour non-compliance. Particular focus was placed on the pricing structures prescribed by retailers and design houses to Cut, Make and Trim ("CMT") operations, which appear to have a direct influence on the **extremely low and non-compliant wage rates** paid to factory workers in order for factories to secure and retain production orders.

The inspections further sought to:

- Enforce compliance with the applicable **Main Collective Agreement** against non-compliant factories;
- Facilitate the registration of unregistered factories operating within the sector and
- Investigate the relationship between retailer pricing pressures and labour law non-compliance in the Newcastle area.

Pett

OVERVIEW OF OPERATIONAL RESISTANCE ENCOUNTERED

Despite the efforts of the agents, numerous significant operational and compliance-related challenges were encountered from the commencement of the inspections. These challenges began at the very first factory engaged during the Blitz operation and subsequently had a ripple effect across the majority of factories visited, particularly within the **Newcastle Riverside area**.

A significant portion of the resistance encountered appeared to be coordinated and influenced by **Mr. Marius Smit of Barnard Protection Services and Consultants**, who had been contracted by several factories operating within the area.

The operational challenges experienced materially obstructed and undermined the lawful enforcement functions of the Council.

KEY CHALLENGES ENCOUNTERED DURING THE INSPECTIONS

1. Reliance on the "G31" Department of Labour Letter to Obstruct Inspections

- A substantial number of factories relied upon and referenced a document commonly referred to as the **"G31" letter** issued by the **Department of Employment and Labour** dated **17 April 2026**.
- Employers consistently alleged that the letter provided factories within the Newcastle area with protection from compliance inspections and enforcement action.
- Employers interpreted the correspondence as granting factories temporary immunity from inspections while they pursued compliance with labour legislation.
- It was repeatedly explained to employers and their representatives that the Department's correspondence **does not constitute a legally binding instrument** capable of limiting, suspending, or removing the Council's statutory enforcement powers.



Agents further clarified that:

- the letter merely summarised discussions and intentions arising from the meeting held on **10 March 2026**;
- the letter expressly acknowledged that **further engagements were still required**;
- no agreement had been finalised, promulgated, gazetted, or extended to parties;
- the Council was **not cited as a contracting party** to any arrangement;
- the Main Collective Agreement remained fully operational and enforceable; and
- the Council participated in the meeting as a stakeholder and not as a party to any binding undertaking.
- Despite extensive clarification and legal explanation provided by agents, employers and consultants continued relying on the letter to evade inspections and deny access.
- The continued reliance on the "G31" correspondence significantly contributed to widespread resistance and non-cooperation during the operation.

Alt

2. Conduct of Barnard Protection Services and Coordinated Resistance

- **Mr. Marius Smit of Barnard Protection Services and Consultants** actively promoted the interpretation that the Department's letter prevented compliance inspections.
- Private security personnel were present at virtually every factory inspected from the moment agents arrived in Newcastle.
- Barnard Protection Services personnel actively:
 - delayed access to premises;
 - obstructed inspection activities;
 - prevented engagement with employers; and
 - influenced employers to refuse cooperation with agents.
- Security personnel and workers were observed monitoring the movements of agents between factories and communicating agent movements to neighbouring factories.
- Factory guards alerted neighbouring factories of the presence of inspectors, resulting in gates being locked and access points being secured before agents could engage with employers.
- The coordinated conduct of private security personnel created an organised resistance environment that materially interfered with lawful enforcement operations.



3. Refusal of Access to Factory Premises

- Numerous factories completely shut access gates and refused entry not only to inspectors but also to delivery vehicles and operational traffic in order to prevent agents from entering the premises.
- Several factories refused to permit even preliminary engagement with management representatives.
- In many instances, employers refused to allow agents onto factory premises entirely, preventing the issuing of compliance orders through normal inspection procedures.
- Certain factories refused to provide any representative for engagement purposes despite repeated requests by agents.
- Where access was eventually obtained, employers frequently relied on the "G31" letter as justification to avoid:
 - registration with the Bargaining Council; and
 - compliance with prescribed wage rates and labour obligations.

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R.H.

4. Hostility, Intimidation and Obstruction of Inspectors

- Certain employers adopted hostile and aggressive conduct toward agents during inspections.
- Instances of physical intimidation and manhandling of inspectors were reported during attempts to conduct inspections and gather intelligence.
- Factory owners and management instructed employees not to engage with inspectors and directed workers to close factory doors to obstruct inspections.
- Employees were actively discouraged from cooperating with agents or providing employment-related information.
- A suspicious vehicle was observed driving around inspection areas and monitoring the movements of agents.
- Occupants of the vehicle stopped agents during operations to enquire whether inspections were still underway before departing the area.



5. Retailer Pricing Pressures and Wage Non-Compliance

- Employers repeatedly advised that they were afraid to engage with the Bargaining Council for fear of losing work allocated by retailers and buyers.
- Several employers stated that retailers and design houses exerted pressure on factories to maintain unrealistically low production pricing.
- Employers alleged that the pricing structures imposed by retailers made compliance with prescribed wage rates financially difficult or impossible.
- Employers further alleged that certain retailers required factories to:
 - obtain exemptions from the Bargaining Council;
 - operate as co-operatives; or
 - provide compliance certificates,

while simultaneously offering production prices that were allegedly insufficient to sustain lawful wage compliance.

- Employers engaged on wage-related non-compliance consistently referred to the **“G31” meeting and subsequent Departmental correspondence** as alleged permission to continue operating despite non-compliance.

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P.H.

6. Refusal to Engage and Misrepresentation of Company structures

- Certain employers refused to engage with inspectors entirely and instead referred agents to consultants or external representatives.
- Some employers alleged that they were exempt from engagement obligations because they operated as co-operatives.
- Other employers refused access because they had previously been subjected to raids or inspections by other departments or stakeholders and had subsequently been exposed on social media platforms.
- Employers alleged that prior publicity and exposure had resulted in:
 - reputational harm;
 - loss of business opportunities; and
 - cancellation or loss of production orders.



7. Challenges Encountered in Madadeni

- In Madadeni, some employees refused to engage with agents and expressed resistance toward participation in the Bargaining Council due to prior negative experiences relating to contributions.
- Complaints raised during engagements suggested that in some instances employers had deducted contributions from employees but failed to remit such contributions to the Council.

INSPECTION STATISTICS AND ENFORCEMENT OUTCOMES

Factories Approached

- A total of **51 factories** were approached for inspection and engagement.

Access Denied

- Access was denied at **22 factories**.
- Of the **22 factories** that denied access:
 - **20 factories** refused to allow agents onto the premises entirely;
 - these factories further refused to provide management representatives for engagement purposes
 - Through the persistence and intervention of agents, opportunities to engage representatives were secured at **3 of the 22 non-compliant factories**, enabling compliance orders to be issued in terms of **Clause 33 of the Main Collective Agreement** relating to access for agents.

Factories Successfully Inspected

- Inspections were successfully conducted at **29 factories**.
- **24 compliance orders** were issued where non-compliance was identified during inspections.
- **5 factories** demonstrated willingness to engage regarding registration with the Council or indicated that they were already in the process of registering following engagement with agents.

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A.H.

CONCLUSION

The inspection outcomes and resistance encountered demonstrate a concerning pattern of:

- Organised obstruction of lawful inspections;
- Widespread misunderstanding or deliberate misrepresentation of the Department of Employment and Labour correspondence;
- Systemic resistance to compliance enforcement;
- Retailer-driven pricing pressures contributing to wage non-compliance; and
- Coordinated efforts to prevent lawful access and engagement by Bargaining Council agents.

The operation further highlighted the significant impact that the **Department of Employment and Labour letter dated 17 April 2026** has had on employer conduct within the Newcastle area, particularly where the correspondence has been relied upon to justify:

- refusal of inspections;
- refusal of registration;
- obstruction of agents; and
- continued wage-related non-compliance.



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P.H.



MINISTRY
EMPLOYMENT AND LABOUR
REPUBLIC OF SOUTH AFRICA

Department of Employment and Labour, Labour House, 215, Ficksburg Road, PRETORIA Tel: 011 232 9620 Fax: 011 232 320 1942
Private Bag 49000 CAPE TOWN, 8001 15A, 12th Floor, 120, Thea Street, CAPE TOWN Tel: 021 402 5134 Fax: 021 402 2632
PRIV 50000/007/00

Attn : Sky Yan
No 6 Gutenberg Street, Riverside, Industrial Area
NEWCASTLE
2940

Dear Sir / Madam,

RE: OUTCOMES OF THE MEETING HELD ON THE 10TH MARCH 2026 IN NEWCASTLE

The Department of Employment and Labour has, as one of its fundamental objectives, the responsibility to promote Decent Work in the Labour Market. In its inherent essence, Decent Work enhances the championing of Labour Rights. In particular, the Inspections and Enforcement Services Branch of the DEL, is tasked with the regulation of the labour market to test compliance with a basket of Employment and Labour Laws. The following is a suite of such laws that are in the purview of the DEL:

- Basic Conditions of Employment Act (BCEA)
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- Unemployment Contribution Acts (UCA)
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We believe that our laws are enabled to benefit both employers and employees. Notwithstanding the secondary benefits that the broader populace would enjoy in an environment of improved compliance.

The spirit of our meeting in Newcastle was to strike a strategic partnership that would be mutually beneficial. This collaboration would clearly be guided by principles and standards that would be deliberated upon in a meeting that would be communicated in due course.

I wish to state that the employers that would be participating in this project would be ringfenced for the purpose of implementing **Strategic Compliance**, the detail of which would be presented in a comprehensive project-based format. While these companies would still be expected to comply with the Labour Laws, they would be assisted to do so in the manner that would be outlined in the project document.

1



I wish to remind the Chinese Business community that an undertaking was made to incrementally increase the number of South African Nationals employed in your businesses. Whilst the detailed modality is yet to be developed, I would encourage you to embark on this assignment in earnest. Viable partnerships are characterised by genuine trade-offs; this collaboration is no exception.

My office will communicate details of our next meeting in a not-too-distant future. I am keenly looking forward to the adoption and implementation of our guiding framework.

I would like to thank you thus far for your honest intentions and wish to reaffirm the commitment of the DEL to take this project forward.

Yours sincerely

Mr Jomo Sibiya, MP
Deputy Minister of Employment and Labour
Date: 17 April 2026

Chantal Naidoo
General Secretary
National Bargaining Council for the Clothing Manufacturing Industry

REGIONAL CHAMBERS:

CAPE
Industria House
350 Victoria Road
Salt River 7925
P.O. Box 1142
Woodstock 7915
Tel: 021 460 4000
Fax: 021 447 0628

KWAZULU NATAL
127/129 Magwaza Maphalala Street (Gale Street)
Umbilo, Durban 4001
P.O. Box 18354
Dalbridge 4014
Tel: 031 362 0700
Fax: 031 307 6716

NORTHERN
1st Floor, Solly Sachs House
111 Commissioner Street
Johannesburg (CBD) 2001
P.O. Box 5105
Johannesburg 2000
Tel: 011 402 2737
Fax: 011 402 7375

Field Report: Newcastle Blitz Issues

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
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PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 14

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA14



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

Address: KZN Provincial Office: 267 Anton Lembede Street, Durban, 4000

Enquiries: Mr M Zondi

Tel: 072 785 2299

E-mail: Mlungisi.Zondi@labour.gov.za

Department of Home Affairs
National Bargaining Council on Clothing
Commission for Conciliation, Mediation and Arbitration
South African Police Services: Amajuba District

Dear Stakeholder



**INVITATION TO STAKEHOLDER ENGAGEMENT MEETING ON THE TEXTILE INDUSTRY
IN NEWCASTLE: 04th JUNE 2026**

The Department of Employment and Labour hereby invites your organisation to a stakeholder engagement meeting that will be led by the Deputy Minister of Employment and Labour.

The purpose of the meeting is to engage stakeholders on the proposed Programme of Action by the Department aimed at addressing serious challenges and concerns identified within the textile industry in Newcastle.

The details of the meeting are as follows:

Date : 04th June 2026

Time : 09h00 – 15h00

Venue : SAPS Amajuba District Office, Main Boardroom

Address : 18 York Street, Newcastle

You are kindly requested to confirm your attendance (RSVP) with Ms Keesha Maharaj via email at Keesha.Maharaj@labour.gov.za on or before 02 June 2026.

Your participation and contribution towards the discussions will be highly appreciated.

Yours faithfully,

MR MLUNGISI ZONDI

PROVINCIAL CHIEF INSPECTOR: KWAZULU-NATAL

DATE: 28 MAY 2026

P.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
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Plaintiff / Applicant

and

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PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 15

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA15

Neil Riekert

From: Neil Riekert
Sent: Friday, 05 June 2026 14:44
To: 'mlungisi.zondi@labour.gov.za'
Cc: israel.kzn@nbc.org.za; Chantal Naidoo; 'keesha.'
Subject: PROJECT G31 - STAKEHOLDER ENGAGEMENT HELD ON 4 JUNE 2026

Importance: High

Dear Mr Zondi

You may be aware that our firm acts for the National Clothing Bargaining Council

Thank you for arranging this constructive stakeholder meeting in Newcastle yesterday chaired by I.G. Aggie Moiloa.



I attended the meeting together with Messrs Israel Mthembu and W. Nel for the National Clothing Bargaining Council.

During the meeting, and as an alternative to copious note taking, Advocate Msiza kindly offered to provide us with copies of the slides screened in the presentation by the Department.

To inform on the way forward it is crucial for us to refer all this information to our client to consider as a matter of urgency.

Please can copies of all the relevant slides, including a copy of the proposed draft of the Accord agreement, be sent to my email address above.

Thank you

Kind regards

NEIL RIEKERT
Executive Consultant
Macgregor Erasmus Attorneys Inc.

 Neil@meattorneys.co.za

 www.meattorneys.co.za

 031 201 8955

 087 220 5202


P.H.

📍 Durban Office: 1st Floor, Bond Square, 12 Browns
Road, The Point, Durban



macgregor.erasmus

ATTORNEYS Inc.



COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

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PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 16 and More

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA16

Neil Riekert

From: Neil Riekert
Sent: Friday, 12 June 2026 10:27
To: mlungisi.zondi@labour.gov.za
Cc: israel.kzn@nbc.org.za; Chantal Naidoo; keesha.; Richard Erasmus
Subject: RE: PROJECT G31 - STAKEHOLDER ENGAGEMENT HELD ON 4 JUNE 2026
Importance: High

Dear Sirs

Our email below of 5 June 2026 (copy below) refers.

May we please have your reply – our client cannot properly consider its position in this proposed project without access to the information sought.

Thank you.

Regards

NEIL RIEKERT
Executive Consultant
Macgregor Erasmus Attorneys Inc.

 www.meattorneys.co.za

031 201 8955

087 220 5202

Durban Office: 1st Floor, Bond Square, 12 Browns Road, The Point, Durban

macgregor-erasmus

ATTORNEYS Inc.

From: Neil Riekert
Sent: Friday, 05 June 2026 14:44
To: 'mlungisi.zondi@labour.gov.za' <mlungisi.zondi@labour.gov.za>

1

R.H.

Cc: israel.kzn@nbc.org.za; Chantal Naidoo <cnaidoo@cibc.co.za>; 'keesha.' <Maharaj@labour.gov.za>
Subject: PROJECT G31 - STAKEHOLDER ENGAGEMENT HELD ON 4 JUNE 2026
Importance: High

Dear Mr Zondi

You may be aware that our firm acts for the National Clothing Bargaining Council

Thank you for arranging this constructive stakeholder meeting in Newcastle yesterday chaired by I.G. Aggie Moiloa.

I attended the meeting together with Messrs Israel Mthembu and W. Nel for the National Clothing Bargaining Council.

During the meeting, and as an alternative to copious note taking, Advocate Msiza kindly offered to provide us with copies of the slides screened in the presentation by the Department.

To inform on the way forward it is crucial for us to refer all this information to our client to consider as a matter of urgency.



Please can copies of all the relevant slides, including a copy of the proposed draft of the Accord agreement, be sent to my email address above.

Thank you

Kind regards

NEIL RIEKERT
Executive Consultant
Macgregor Erasmus Attorneys Inc.

✉ Neil@meattorneys.co.za

🌐 www.meattorneys.co.za

☎ 031 201 8955

📠 087 220 5202

📍 Durban Office: 1st Floor, Bond Square, 12 Browns Road, The Point, Durban



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COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
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Plaintiff / Applicant

and

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Annexure 16 and More

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**Registrar of The Labour Court,
Durban**

FA17

From: Nombuso Mbotho (HQ) <Nombuso.Mbotho@LABOUR.gov.za>
Sent: Friday, 17 July 2026 13:57
To: Minka.Terblanche@dha.gov.za; Charmane.Paulsen@dha.gov.za; Phumfani.Msomi@dha.gov.za; Israel Mthembu <israel.kzn@nbc.org.za>; "NgobileD@ccma.org.za" <NgobileD@ccma.org.za>; Siya.Zuma@Newcastle.gov.za; HlongwaneGTZ@SAPS.gov.za
Cc: Michael Msiza (HQ) <Michael.Msiza@labour.gov.za>; Malibongwe Gcwabe <Malibongwe.Gcwabe@LABOUR.gov.za>; Pravine Naidoo <Pravine.Naidoo@labour.gov.za>; Mzie Yawa (UIF) <Mzie.Yawa@LABOUR.gov.za>; Milly Ruiters (HQ) <Milly.Ruiters@labour.gov.za>; Aggy Moiloa (HQ) <aggy.moiloa@labour.gov.za>; Zodwa Mbikwana (HQ) <Zodwa.Mbikwana@labour.gov.za>; Charmain Nyaku (HQ) <Charmain.Nyaku@labour.gov.za>; Nontobeko Dandala (HQ) <Nontobeko.Dandala@LABOUR.gov.za>; Siphesihle Khumalo (DBN-PO) <Siphesihle.Khumalo@LABOUR.gov.za>; Sinoxolo Jabavu <Sinoxolo.Jabavu@LABOUR.gov.za>; Gugulethu Dlamini <Gugulethu.Dlamini2@LABOUR.gov.za>; Nompumelelo Skhosana (HQ) <NompumeleloS@labour.gov.za>; Nomfundo P. Dlamini (HQ) <Nomfundo.Dlamini@labour.gov.za>; Mlungisi Zondi <Mlungisi.Zondi@LABOUR.gov.za>; Yvonne Mathonsi (MIN) <Yvonne.Mathonsi@LABOUR.gov.za>; Mantombi Bobani (HQ) <Mantombi.Bobani@labour.gov.za>; Sam Morotoba (HQ) <Sam.Morotoba@labour.gov.za>; Nandipa Kahla (DBN-PO) <Nandipa.Kahla@LABOUR.gov.za>
Subject: Request for Study of Revised National Advocacy Pilot Implementation Plan and Accord



Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good day Colleagues,

On behalf of Adv. Michael Msiza , please find attached the revised document, which has been amended to incorporate all the resolutions and recommendations adopted at the last meeting.

You are kindly requested to study the document and submit any comments or proposed amendments by 16:00 on 22 July 2026 .

Should no comments be received by the stipulated deadline, it will be deemed that the document accurately reflects all the resolutions and recommendations adopted at the last meeting and will be regarded as approved in its current form.

Your cooperation and timely response will be greatly appreciated.

Kind regards,

Nombuso Mbotho

On behalf of Adv. Michael Msiza

R.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

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Plaintiff / Applicant

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Defendant / Respondent

Annexure 16 and More

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**Registrar of The Labour Court,
Durban**

FA18

REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF EMPLOYMENT AND LABOUR

NATIONAL ADVOCACY PILOT PROJECT

Decent Work in the Chinese Business Community

KwaZulu-Natal Province — Textile Sector, Newcastle



PROVINCIAL IMPLEMENTATION PLAN

18-Month Cyclical Intervention Programme

14 July 2026

Version 1.0


P.H.

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P.H.

1. Purpose

This Implementation Plan provides a structured framework for the roll-out of the National Advocacy Pilot Project within KwaZulu-Natal Province, aimed at promoting decent work and improving compliance with labour legislation in the textile sector in Newcastle.

The implementation model operates over an 18-month cyclical intervention period comprising advocacy, inspections, corrective support, labour activation interventions, enforcement, reassessment, and continuous monitoring.

2. Background

The Department of Employment and Labour has identified persistent non-compliance within the textile sector in Newcastle, KwaZulu-Natal, characterised by:

- Non-payment of statutory minimum wages and failure to provide basic conditions of employment;
- Failure to register employees with the Unemployment Insurance Fund and the Compensation Fund;
- Poor occupational health and safety standards;
- Employment of undocumented foreign nationals.

On 10 March 2026, a group of 31 factories in Newcastle committed to fostering compliance, provided the Department offers the necessary training and guidance. This commitment led to the formation of the Decent Work Pilot Project.



3. Legislative Framework

The implementation of this project is guided by the following legislation and instruments:

- Basic Conditions of Employment Act (BCEA)
- National Minimum Wage Act (NMWA)
- Occupational Health and Safety Act (OHSA)
- Compensation for Occupational Injuries and Diseases Act (COIDA)
- Unemployment Insurance Act (UIA)
- Unemployment Insurance Contributions Act
- Employment Equity Act (EEA)
- Immigration Act
- Labour Relations Act (LRA)
- Applicable Bargaining Council Collective Agreements
- Municipal By-Laws, where applicable

4. Strategic Objectives

The objectives of the pilot project are to:

- Improve employer compliance with labour legislation.
- Promote lawful employment opportunities for South African nationals.
- Educate employers and employees on labour rights and obligations.
- Strengthen coordinated enforcement interventions.
- Address issues within the broader value chain.
- Promote fair labour practices throughout the industry.
- Strengthen worker representation and participation.
- Enhance social security compliance, including UIF and Compensation Fund registration.

5. Project Governance Structure

The Provincial Task Team shall provide oversight of the implementation of the action plan by monitoring and evaluating project milestones, coordinating stakeholders, and reporting on progress. The Provincial Task Team shall comprise:

- Department of Employment and Labour (Inspection and Enforcement Services, Public Employment Services, Unemployment Insurance Fund, and Compensation Fund)
- Commission for Conciliation, Mediation and Arbitration (CCMA)
- Department of Home Affairs
- South African Police Service
- Provincial Government
- Local and District Municipality
- Bargaining Councils
- Department of Trade and Industry
- Competition Commission
- Department of Health

6. Implementation Model

The project will be implemented over 18 months through the following approach:

- Employer identification and profiling
- Intensive advocacy and education
- Baseline compliance inspections
- Corrective support interventions
- Re-inspections and reassessment
- Monitoring and reporting



P.H.

7. Implementation Phases

7.1 Phase 1: Identification and Employer Profiling

Activities shall include obtaining lists of participating employers, conducting employer profiling in terms of applicable legislation, assessing workforce demographics, and determining employment patterns.

Outputs shall include employer databases, baseline reports, and workforce demographic profiles.

7.2 Phase 2: Intensive Advocacy and Education

Advocacy sessions shall educate employers and employees on labour legislation, work permit requirements, PES services, UIF obligations, Compensation Fund obligations, worker rights, and social protection mechanisms.

PES shall facilitate recruitment support, work seeker registration, youth employment opportunities, and labour activation programmes.

Employees shall further be educated on UIF benefits, maternity benefits, illness benefits, death benefits, and Compensation Fund injury-on-duty benefits.



7.3 Phase 3: Baseline Compliance Inspections

Inspections shall include verification of compliance with:

- BCEA and NMWA
- OHSA
- COIDA
- UIA
- Immigration Act
- UIF registration and declarations
- Compensation Fund registration and Return of Earnings

Outputs shall include baseline inspection reports, compliance statistics, enforcement registers, and sectoral compliance profiles.

PES will monitor the recruitment of South African nationals.

The Department of Trade and Industry and the Competition Commission shall be included to advocate for, and investigate, multiplicity in company registrations and unfair or uncompetitive practices, respectively.

The Department of Health shall be included, working alongside the Municipality, to advocate for and investigate public health hazards, sanitation issues, and the unlawful zoning of factories for sleeping quarters.

Supply chain accountability shall be strengthened by including design houses and retail stores in the project implementation.

7.4 Phase 4: Corrective Support Intervention

Employers shall be supported through:

R.H.

- Compliance improvement guidance;
- Development of labour files and compliance systems;
- UIF registration support;
- Compensation Fund registration support;
- Assistance with Return of Earnings submissions;
- Recruitment and placement support through PES.

PES shall monitor the progress of placed candidates.

7.5 Phase 5: Re-Inspection and Reassessment

The province shall seek exemption approval to conduct cyclical and weekly re-inspections where necessary.

Re-inspections shall assess improvements in:

- Legislative compliance;
- Registration with statutory funds;
- Employment opportunities for South Africans;
- Occupational health and safety standards;
- Utilisation of PES services;
- Reduction of workplace contraventions;
- Number of South Africans employed through the Department.



8. Roles and Responsibilities of Business Units

- Inspection and Enforcement Services (IES) shall lead inspections and enforcement.
- Public Employment Services (PES) shall coordinate placement opportunities.
- The Unemployment Insurance Fund (UIF) shall coordinate registration and contribution compliance.
- The Compensation Fund shall coordinate COIDA compliance and employer registration.
- Statutory Services shall coordinate legal enforcement processes.
- The Labour Market Information System (LMIS) shall provide labour market intelligence and research support.

9. Outputs: Employer Development and Employee Opportunities

Participating employers shall:

- Register with the Unemployment Insurance Fund;
- Register with the Compensation Fund;
- Submit Returns of Earnings;
- Maintain lawful employment contracts;
- Maintain accurate employee records;
- Ensure lawful employment practices;

- Participate in advocacy and compliance workshops.

The project shall further facilitate:

- Employment opportunities through Public Employment Services;
- Work seeker registration;
- Skills development opportunities;
- Youth employment initiatives;
- Career guidance programmes;
- Worker rights awareness programmes.

10. Risks and Challenges

The following risks have been identified, together with corresponding mitigation measures:



Risk / Challenge	Description	Mitigation Measures
Limited Resources	Insufficient human resources and operational capacity may affect implementation, monitoring, inspections, and follow-up activities.	Implement joint operational planning; optimise the utilisation of available officials.
Availability of Stakeholders	Stakeholders may have competing operational priorities.	Conduct regular stakeholder coordination meetings; develop operational schedules in advance.
Operational Budget Constraints	Budget limitations may negatively affect implementation.	Integrate activities and share operational resources amongst stakeholders; align activities with approved operational plans and budgets.
Interference from Certain Employers	Certain employers may attempt to undermine the project or utilise external influence to interfere with implementation.	Conduct advocacy sessions with organised labour.

11. Monitoring and Reporting

Monitoring mechanisms shall include:

- Monthly implementation reviews;
- Compliance trend analysis;
- Quarterly provincial reports;
- LMIS analytical reports;
- Stakeholder review meetings;
- Final impact assessment reports.

12. Implementation Timeline

The table below summarises the phased implementation timeline across the 18-month intervention period.

No.	Phase	Key Activities	Lead Stakeholders	Expected Outputs	Timeline
1	Planning and Stakeholder Mobilisation	Establish governance structures; engage stakeholders; define implementation approach; allocate responsibilities.	DEL	Task Team operational; stakeholder commitment secured.	Month 1
2	Employer Identification and Profiling	Obtain employer lists; conduct profiling; identify sectoral risks; establish workforce demographics.	DEL	Employer database; baseline compliance report.	Month 1
3	Advocacy and Education	Conduct advocacy workshops; educate employers and employees; promote labour market services; demonstrate compliance requirements.	DEL, Home Affairs, Bargaining Councils	Advocacy reports; attendance registers; employer awareness records.	Months 2–3
4	Baseline Inspections	Conduct comprehensive inspections across labour legislation; assess compliance; verify documentation and workplace conditions.	IES, UIF, CF, Home Affairs, Bargaining Councils	Baseline inspection reports.	Months 4–7
5	Corrective Support	Provide compliance support; assist with registrations; facilitate PES services; support corrective action implementation.	IES, UIF, CF, PES, Bargaining Councils	Corrective action plans; PES placement reports.	Months 6–10
6	Re-Inspections and Monitoring	Conduct cyclical re-inspections; assess progress; monitor corrective actions; enforce compliance.	IES, Bargaining Councils	Comparative compliance reports; enforcement escalation reports.	Months 8–16
7	Final Evaluation and Reporting	Evaluate project impact; analyse compliance improvements; produce final reports and recommendations.	LMIS, PCI Office, Steering Committee	Close-out report.	Months 17–18



[Handwritten signature]
P.H.

13. Detailed Action Plan

The table below sets out the detailed action items, responsible stakeholders, deliverables, and timeframes underpinning this Implementation Plan.

No.	Action Item	Detailed Activities	Responsible Stakeholders	Deliverables	Timeframe
1	Establish Operational Task Team	Define terms of reference; establish governance structure; identify operational members and assign responsibilities.	DEL	Task Team established.	Immediate
2	Obtain Participating Employer Lists	Obtain a list of participating employers from the group representative.	IES	Employer database.	Within 14 Days
3	Conduct Employer Profiling	Profile the employer list in terms of DEL and stakeholder mandates.	DEL	Employer profiles.	Within 30 Days
4	Conduct Stakeholder Engagement Sessions	Engage identified labour stakeholders.	IES	Stakeholder engagement reports.	Ongoing
5	Develop Advocacy Material	Develop presentations, pamphlets, compliance guides, and awareness material.	IES, UIF, CF, PES	Advocacy pack.	Within 30 Days
6	Conduct Intensive Advocacy Sessions	Conduct sectoral advocacy workshops and awareness campaigns.	All Stakeholders	Advocacy reports.	Months 3–5
7	Register Employers with UIF	Assist employers with UIF registration and employee declarations.	UIF	UIF registration records.	Ongoing
8	Register Employers with Compensation Fund	Assist employers with COIDA registration and compliance.	Compensation Fund	Compensation Fund registration records.	Ongoing
9	Assist with Return of Earnings Submissions	Facilitate ROE submissions and compliance support.	Compensation Fund	ROE submission records.	Ongoing
10	Register Vacancies through PES	Assist employers to register vacancies and recruitment needs.	PES	Opportunities and placement reports.	Ongoing
11	Facilitate Work Seeker Registration	Register unemployed work seekers on PES systems.	PES	Work seeker referrals.	Ongoing



No.	Action Item	Detailed Activities	Responsible Stakeholders	Deliverables	Timeframe
12	Conduct Baseline Inspections	Conduct inspections covering BCEA, NMWA, OHSA, UIF, COIDA, and Immigration compliance.	IES, UIF, CF, Home Affairs	Baseline inspection reports.	Months 4–7
13	Develop Employer Corrective Action Plans	Assist employers to develop structured compliance improvement plans.	IES	Corrective action plans.	Ongoing
14	Conduct Weekly Re-Inspections	Monitor recurring non-compliance and implementation of corrective actions.	IES	Re-inspection reports.	Months 8–16
15	Facilitate Employment Opportunities for South Africans	Promote local recruitment and labour activation programmes.	PES	Employment placement reports.	Ongoing
16	Engage Bargaining Councils	Coordinate sectoral compliance interventions and information sharing.	PCI Office, Bargaining Councils	Engagement reports.	Ongoing
17	Develop Monthly Implementation Reports	Consolidate operational progress and compliance statistics.	LMIS, PCI Office	Monthly implementation reports.	Monthly
18	Conduct Quarterly Task Team Meetings	Review implementation progress.	Steering Committee	Quarterly review reports.	Quarterly
19	Request Exemption Approval for Cyclical Inspections	Submit formal motivation for continuous and cyclical re-inspections.	PCI Office, National Office	Exemption approval request.	Immediate
20	Monitor Employment of South African Nationals	Assess compliance with agreed employment targets for South African nationals.	IES, PES, LMIS	Employment monitoring reports.	Ongoing
21	Conduct Joint Inspections	Conduct integrated operations with SAPS, Home Affairs, and municipalities.	IES, SAPS, DHA, Municipalities	Joint inspection reports.	Ongoing
22	Monitor Employer Compliance Improvements	Compare baseline and reassessment compliance levels.	IES, LMIS	Comparative compliance reports.	Ongoing
23	Escalate Persistent Non-Compliance	Refer serious or repeated non-compliance for enforcement and prosecution.	IES	Enforcement notices.	Ongoing
24	Produce Final Project Evaluation Report	Evaluate project outcomes, lessons learnt, and sustainability measures.	LMIS, PCI Office	Final evaluation report.	Months 17–18



 R.H.

14. Conclusion

The KwaZulu-Natal Provincial Implementation Plan seeks to establish a coordinated and sustainable intervention model aimed at improving labour compliance, promoting decent work, strengthening social protection, and creating employment opportunities for South African nationals.

The project further seeks to ensure that enforcement interventions are balanced with advocacy, labour activation, employer support, compliance improvement, social stability, and intergovernmental coordination.



P.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
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WORKERS PRIMARY COOPERATIVE
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COOPERATIVE LIMITED,LUCKIN
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LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 16 and More

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA19

REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF EMPLOYMENT AND LABOUR

TOWARDS DECENT WORK
A Pilot Project for a Selected Portion of the Chinese-Owned Businesses
Newcastle Textile Industry, KwaZulu-Natal



COMMITMENT ACCORD

Partners Collaborating on Promoting Decent Work and
the Employment of South African Nationals

Between
The Department of Employment and Labour
and
G31 Textile Industry Employers, Newcastle

Date: _____


R.H.

Preamble

Recognising the importance of protecting the rights and dignity of all workers, promoting decent work, promoting the employment of South African nationals, and ensuring compliance with South African employment laws, and strengthening cooperation between the Department of Employment and Labour, sister departments, law enforcement agencies, and the G31 Employers in the Newcastle textile industry, the parties hereby enter into this Commitment Accord.

Purpose

WHEREAS the Department of Employment and Labour has identified persistent non-compliance within the textile sector in Newcastle, KwaZulu-Natal, characterised by:

- Non-payment of statutory minimum wages and failure to provide basic conditions of employment;
- Failure to register employees with the Unemployment Insurance Fund and the Compensation Fund;
- Poor occupational health and safety standards;
- Employment of undocumented foreign nationals;



WHEREAS on 10 March 2026, a group of 31 factories in Newcastle committed to fostering compliance, provided the Department offers the necessary training and guidance, and this commitment led to the formation of the Decent Work Pilot Project;

WHEREAS the Implementation Plan provides a structured framework for the roll-out of the National Advocacy Pilot Project within KwaZulu-Natal Province, aimed at promoting decent work and improving compliance with labour legislation in the textile sector in Newcastle, with the implementation model operating over an 18-month cyclical intervention period comprising advocacy, inspections, corrective support, labour activation interventions, enforcement, reassessment, and continuous monitoring;

AND WHEREAS the implementation of this project is guided by the following legislation and instruments:

- Basic Conditions of Employment Act (BCEA)
- National Minimum Wage Act (NMWA)
- Occupational Health and Safety Act (OHSA)
- Compensation for Occupational Injuries and Diseases Act (COIDA)
- Unemployment Insurance Act (UIA)
- Unemployment Insurance Contributions Act
- Employment Equity Act (EEA)
- Immigration Act
- Labour Relations Act (LRA)
- Applicable Bargaining Council Collective Agreements
- Municipal By-Laws, where applicable

Commitments

The Department of Employment and Labour (with sister departments and law enforcement agencies) will strive to:

- Improve employer compliance with employment laws.
- Promote lawful employment opportunities for South African nationals.
- Educate employers and employees on labour rights and obligations.
- Strengthen coordinated enforcement interventions.
- Address issues within the broader value chain.
- Promote fair labour practices throughout the industry.
- Strengthen worker representation and participation.
- Enhance social security compliance, including UIF and Compensation Fund registration.
- Ensure that compliance takes place within reasonable parameters as guided by the applicable legislation.
- Be available, within reason, to assist with requests deemed essential to improving workplace compliance.



G31 Textile Industry Employers, Newcastle, commit to:

- Comply with all applicable labour and employment laws.
- Provide safe and healthy working conditions.
- Pay workers fairly and on time, taking into consideration the provisions of the National Minimum Wage.
- Cooperate fully with labour inspectors, bargaining council agents, immigration officers, and all law enforcement agents.
- Verify employees' legal entitlement to work in South Africa, taking into consideration the provisions of the Employment Services Act, and thereby ensure the employment of South African nationals on the following sliding scale:
 - 65% in the 1st semester of project implementation;
 - 85% in the 2nd semester of project implementation;
 - 100% in the 3rd semester of project implementation.

Joint Commitments

The parties agree to:

- Meet quarterly to review progress;
- Share information relevant to compliance with employment laws;
- Work together to achieve compliance, including progressively achieving 100% employment of South African nationals.

Duration

This Accord shall come into effect on the date of signature and shall remain in force for 18 months, unless amended or terminated by mutual written agreement, or unless the Department of Employment and Labour has reason to believe that there is no progress in implementation flowing from persistent non-compliance despite this intervention.

Declaration

We, the undersigned, affirm our commitment to uphold the principles of this Accord in good faith, to promote decent work, respect for the rule of law, and the protection of workers and the employment of South Africans.

Signatories

For the Department of Employment and Labour

Name:

Title:

Signature:

Date:



For the G31 Textile Industry Employers, Newcastle

Name:

Title:

Signature:

Date:

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
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Defendant / Respondent

Annexure 16 and More

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**Registrar of The Labour Court,
Durban**



macgregor.erasmus

ATTORNEYS Inc.

THE DEPARTMENT OF EMPLOYMENT AND LABOUR

Attention: Adv. Michael Msiza

Nombuso.Mbotho@LABOUR.gov.zaKeesha.Maharaj@LABOUR.gov.zaMlungisi.Zondi@LABOUR.gov.za

Dear Sir / Madam

URGENT

23 July 2026



RE: YOUR REQUEST FOR STUDY OF REVISED NATIONAL ADVOCACY PILOT IMPLEMENTATION PLAN AND ACCORD

As recorded in our previous correspondences, we act for the National Bargaining Council for the Clothing Manufacturing Industry in this matter. On two previous occasions we have requested, in writing, copies of the slides presented in the last meeting in Newcastle on 4 June 2026 which was attended by representatives of our office and our client, and that initiated by the Department. These slides were offered by the Department during the meeting as an alternative to note-taking. Despite our repeated requests, we have still not received the information and slides sought and have, thus, not been in a position to properly advise our client on key aspects of the project in question.

We refer to your email and attached draft accord and implementation plan sent to our client on Friday afternoon, 17 July 2026. In your email you required a response to the draft documents by 16:00 on 22 July 2026, failing which it shall be *'deemed that the document accurately reflects all the resolutions and recommendations adopted at the last meeting and will be regarded as approved in its current form.'*

JOHANNESBURG
106 Johan Avenue Sandton 2196
Docex 293 Johannesburg
Tel: 011 268 0720 Fax: 087 220 4135

DURBAN (HEAD OFFICE)
Bond Square 1st Floor
12 Browns Road The Point Durban 4001
Docex 17 Durban
PO Box 38072 Point 4069
Tel: 031 201 8955 Fax: 087 220 5205

CAPE TOWN
Kay Jay House 48 Dorp Street Cape Town 8001
Docex 113 Cape Town
Tel: 021 492 2891 Fax: 021 422 1224

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Directors: Bruce Macgregor | Richard Erasmus | Jacques Schabert | Justin Klinghief | Glen Kirby-Hirst | Stefan Hill | Elco Goldenhuys
Quistiyah Majam | Cora Hufkie | Vicky Doney Associate Directors: Jonathan Jones
Associates: Lauren Anderson | Lean Kilian | Menzi Mdingi | Modatsi Makhanya | Nondumiso Gasa | Jose Uqueio | Meche Wiehahn | Nkwenkwezi Songwenkwe
Executive Consultants: Neil Riekert

In the very short, and we submit inadequate, notice provided (namely 3 clear working days) it has simply not been possible for our client to properly and meaningfully consider the documents provided to it and the merits of the underlying project. This will require taking legal advice and submission to the Board of the Council for due and proper deliberation before providing any comments and/or feedback on documents and project in question. The proposed project that the documents support has potentially very important and severe implications for our client as a statutory – established and mandated body. It is, therefore, imperative that our client's position in relation to the project, as outlined in the documents, be diligently and thoroughly considered.

Once our client has had the opportunity to take the necessary advice and properly consider the documents and project further, we shall revert to you. We also, once again, request a copy of the promised meeting slides which were presented in the said meeting on 4 June 2026.

For the removal of any doubt, the operation of the deeming provision contained in your email of 17 July 2026 is denied. This means that our client is not to be deemed to have agreed, tacitly or otherwise, that the documents *accurately reflect all the resolutions and recommendations adopted at the last meeting and be regarded as approved in its current form.*

We request that you kindly acknowledge receipt of this letter and confirm, in writing, before 17h00, 24 July 2026 that the deeming condition referred to in your email of 17 July 2026 shall not take effect, nor apply to our client. Should this confirmation not be received by this time and date our client reserves its rights to seek appropriate court relief.

Our client's rights remain reserved in all respects.

Yours sincerely

MACGREGOR ERASMUS ATTORNEYS INC.

Email:

neil@meattorneys.co.za

richard@meattorneys.co.za

mosima@meattorneys.co.za



COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

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PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 16 and More

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**Registrar of The Labour Court,
Durban**

FA21



macgregor-erasmus

ATTORNEYS Inc.

THE HONOURABLE MINISTER NOMAKHOSAZANA METH

DEPARTMENT OF EMPLOYMENT AND LABOUR

nmeth@parliament.gov.zaThobeka.Magcai@labour.gov.zaNombuso.Mbotho@LABOUR.gov.zaKeesha.Maharaj@LABOUR.gov.zaMlungisi.Zondi@LABOUR.gov.za

28 July 2026



URGENT

Dear Minister,

RE: THE NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY - NATIONAL ADVOCACY PILOT IMPLEMENTATION PLAN AND ACCORD

We address this letter to you on behalf of our client the National Bargaining Council for the Clothing Manufacturing Industry ("our client" and "the Council").

The purpose of our letter is to, firstly, record our client's objection to the Provincial Implementation Plan ("PIP") and Commitment Accord ("the Accord") in respect of the National Advocacy Pilot Project entitled: "Decent Work in the Chinese Business Community, KwaZulu – Natal Province – Textile Sector, Newcastle" ("the Project"), as presented in its current format. Secondly, to procure an urgent undertaking from the Department of Employment and Labour to, *inter alia*, withdraw and suspend the signing of the Accord, the PIP and the implementation of the Project.

JOHANNESBURG
106 Johan Avenue Sandton 2196
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Tel: 011 268 0720 Fax: 087 220 4135

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12 Browns Road The Point Durban 4001
Docket 17 Durban
PO Box 38072 Point 4069
Tel: 031 201 8955 Fax: 087 220 5202

CAPE TOWN
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Docket 113 Cape Town
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Executive Consultant: Neil Rickert

At this juncture, we record that our client unequivocally supports the broader strategic objectives of the Project in as much as it seeks to promote decent employee working conditions and improve overall compliance with the labour legislation and the Council's Main Collective Agreement by all affected employers, and as further outlined at para. 4, page 4 of the draft Provincial Implementation Plan – entitled "Strategic Objectives". Our client's objections are not directed at the broader strategic objectives of the Project, but rather at the substantive content of the draft Project Implementation Plan, as read with the accompanying Accord, and the manner in which it these project documents have been formulated and presented for the purported implementation thereof.

By way of background; At the behest of the Department of Employment Labour (the Department), our client attended two meetings, one during March 2026, the second on 4 June 2026. Both for purposes of introducing the Project and engaging with certain stakeholders selected by the Department. Given our clients shared strategic objectives it attended both meetings in good faith and for purposes of gathering information of the proposed Project and for the purpose of the further assessment thereof through deliberation by the Board of the Council and anticipated further engagements with the Department and all other affected stakeholders.



At the last meeting held in Newcastle on 4 June 2026, which was attended by representatives of our office and our client's authorised agent, several key concerns regarding the Project were raised and placed on record on behalf of our client. In this meeting, a number of informative project slides were also screened and the Department's representative undertook to make copies of these slides available to the Council for purposes of further assessing the Project. Notwithstanding having since then making two written requests for the said slides, our offices are yet to receive this promised information. Our client has, thus, been denied the opportunity to meaningfully engage with the relevant materials and to further assess the Project.

To the contrary, on Friday afternoon on 17 July 2026, the Department sent one of our client's agents an email and attached draft Commitment Accord and Provincial Implementation Plan ("Draft Project Documents"). Copies of these documents are attached to this letter. In its email

the Department required a response to the draft documents by 16:00 on 22 July 2026, *failing which it shall be 'deemed that the document accurately reflects all the resolutions and recommendations adopted at the last meeting and will be regarded as approved in its current form.'*

Our client, alarmed by the content of the email, the unreasonably short notice provided, and the contents of the attached documents, referred to the documents to our offices to seek advice. We immediately sent a letter to the Department recording our client's objections and sought the Departments urgent undertaking before 17h00 on 24 July 2026 not to apply the purported deeming condition. A copy of this letter is attached hereto. No reply to our letter has been received by the Department and the sought undertaking has not been provided.

In the extremely limited time (3 working days) provided by the Department to consider the Draft Project Documents our client has not fully and adequately considered their content, nor has it taken full legal advice in respect thereof. Our client's preliminary objections to the Draft Project Documents and to the implementation of the Project in its current format are:



1. **The procedure adopted by the Department in seeking to prematurely force through the implementation of the Project is fatally flawed in that:**
 - 1.1 it has failed to transparently and meaningfully engage with our client and all affected stakeholders;
 - 1.2 it has adopted a heavy-handed and non-transparent approach in attempting to force the implementation of the Project;
 - 1.3 our client's recorded concerns regarding the Project have not been addressed and simply ignored;
 - 1.4 our client's repeated requests for Project information have been ignored;
 - 1.5 our client's Board has not been afforded an opportunity to duly consider the Project, nor the Draft Project Documents, nor provide its reasoned response and comments thereto;

- 1.6 the implementation of the Project has been treated as a *fait accompli* by the Department without the required support, approval and consent of our client;
- 1.7 it has sought to ambush our client on grossly unreasonable short notice period with a contrived deemed approval condition contained in its email on 17 July 2026. Our clients attempt to negate this purported deemed approval of the Draft Project Documents have been ignored by the Department;
2. **The Draft Project Documents are fatally flawed in that they:**
 - 2.1 unlawfully seek to usurp our client's statutory mandate and powers to implement and enforce the terms and conditions of the Gazetted Main Collective Agreement and under the Labour Relations Act 66 of 1995, including, but not restricted to, those contained at Sections, 23 and 33A of the Act.
 - 2.2 unlawfully seek to subordinate the role and powers of the Council in the Project. Moreover, in relation to the Project Implementation Timeline contained at paragraph 12 of page 8 of the Draft Project Document entitled "Provincial Implementation Plan";
 - 2.3 unlawfully seek to apply time exemptions to non-complying employers that are subject to the Main Collective Agreement;
 - 2.4 disregard the rights of affected workers that are currently being severely prejudiced as a direct consequence of the relevant affected employers (otherwise referred to as the "G31") persistent and deliberate non-compliance with the Act and the Main Collective Agreement;
 - 2.5 disregard the rights and role of affected retailers (and design houses) in the clothing industry by excluding their direct participation in the Project and all relevant engagements and consultations, and to be included as key stakeholders;
 - 2.6 unlawfully seek to suspend or curtail the Council's statutory powers and obligations to enforce compliance with the Main Collective Agreement;



- 2.6 fail to identify the names and details of the parties that comprise the so-named "G31" Chinese – Owned Businesses in Newcastle;
- 2.7 unlawfully seek to prefer one group of businesses (namely the "G31") over other similar businesses in Newcastle, and throughout South Africa. In doing so, causing the law to be applied unequally and in violation of the Rule of Law and Section 9 of the South African Constitution;
- 2.8 promote anti-competitive behaviour by placing the "G31" in an unfair and advantageous position in being permitted to sell manufactured clothing to retailers whilst remaining non-compliant with the Main Agreement and other applicable legislation;
- 2.9 promote unlawful discrimination against groups of other related businesses that do not fall within the racially categorised "*Selected Portion of the Chinese – Owned Businesses*";
- 2.10 fail to provide a competent Project implementation framework, including specific stakeholder engagement, reporting, duties and responsibilities;
- 2.11 omit to include the Council in Key Action Items as a responsible stakeholder (para. 13, page 9);
- 2.12 omit to include all relevant laws to be applied when performing Phase 3 – Baseline Compliance Inspections;
- 2.13 are vague and lack sufficient substance to be responsibly implemented and performance thereunder monitored;
- 2.14 the draft Accord lacks sufficient particularity to constitute a legally enforceable and binding agreement between the parties.

The aforementioned listed interim grounds of objection are not intended to be a complete, nor exhaustive, list of objections our client has in respect of the Project and the Draft Project



P.H.

Documents and it reserves its rights to amend and/or supplement such grounds at a later time and at its sole discretion, should it so elect.

It is the firm intention of our client to actively discharge its statutory mandate but to also actively pursue further constructive and consensus - seeking engagements on the Project with the Department, the Honourable Minister and all affected stakeholders towards achieving its said strategic key objectives. However, this can only be done once the Department co-operates and agrees to:

- (i) immediately withdraw and not implement the current Draft Project Documents. This for purposes of further consideration thereof and engagement between all the affected parties. The Department to provide written notification of this intent to all stakeholders and parties in circulation in the Departments email of 17 July 2026. Our client, care of our offices, to be copied in on all email correspondences to this end;
- (ii) not execute nor give effect to the current draft Commitment Accord;
- (iii) not implement the Project in its current format;
- (iv) not implement nor give effect to the Provincial Implementation Plan in its current format;
- (v) not to rely nor act upon any purported deemed approval or consent on behalf of our client as is indicated in the Department's letter of 17 June 2026.

Accordingly, our client, out of urgent necessity, requires the Department to provide to it, in writing before 17h00 on 30 July 2026, the written confirmations and actions sought in paragraphs (i) to (v) above.

In the premises, our client seeks the urgent intervention of the Honourable Minister in this grave matter, which, it is respectfully submitted, has the potential to severely destabilise and negatively impact upon the broader legal compliance of all affected sectoral employers, the nationwide clothing industry as a whole, and the related workers and retailers.



R.H.

Given the immediate threat to our client's rights and its statutory mandate we are instructed that our client will, if the aforementioned assurances (i) – (v) above are not provided by the provided time and date, be reluctantly forced to seek an appropriate order High Court order to such, or similar, effect.

Yours sincerely

MACGREGOR ERASMUS ATTORNEYS INC.

Email contacts:

neil@meattorneys.co.za

richard@meattorneys.co.za

mosima@meattorneys.co.za



PLH

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
LTD,SHUN SHUN WORKERS PRIMARY
COOPERATIVE LIMITED,SKY YAN
WORKERS PRIMARY COOPERATIVE
LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 16 and More

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ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA22

From: Michael Msiza (HQ) <Michael.Msiza@labour.gov.za>
Sent: Wednesday, 29 July 2026 13:42
To: Israel Mthembu <israel.kzn@nbc.org.za>
Cc: Aggy Moiloa (HQ) <aggy.moiloa@labour.gov.za>; Yvonne Mathonsi (MIN) <Yvonne.Mathonsi@LABOUR.gov.za>; Zodwa Mbikwana (HQ) <Zodwa.Mbikwana@labour.gov.za>; Mzie Yawa (UIF) <Mzie.Yawa@LABOUR.gov.za>; Milly Ruiters (HQ) <Milly.Ruiters@labour.gov.za>; Charmain Nyaku (HQ) <Charmain.Nyaku@labour.gov.za>; Nombuso Mbotho (HQ) <Nombuso.Mbotho@LABOUR.gov.za>
Subject: FW: THE NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY - NATIONAL ADVOCACY PILOT IMPLEMENTATION PLAN AND ACCORD

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Afternoon Sir

As per my telephonic enquiry please find the correspondence sent to the Department by your lawyers. As the Management of the Inspection and enforcement Services in the Department of Employment and labour we are surprised as to the unusual engagement by the Bargaining Council through their lawyers on matters of strategic advocacy, joint inspections and enforcement of employment laws by law enforcement agencies registered with the Department and by sister departments.



This is unprecedented and I suggest warrants bilateral engagements with the Management of the Bargaining Council. Please advise on a wayforward.

Regards

Adv Michael Msiza

From: Neil Riekert <neil@meattorneys.co.za>
Sent: Wednesday, 29 July 2026 10:45
To: Didintle Raseboppe (MIN) <Didintle.Raseboppe@LABOUR.gov.za>; Nombuso Mbotho (HQ) <Nombuso.Mbotho@LABOUR.gov.za>; Keesha Maharaj (DBN-PO) <Keesha.Maharaj@LABOUR.gov.za>; Mlungisi Zondi <Mlungisi.Zondi@LABOUR.gov.za>; Vusi Myeki (MIN) <Vusi.Myeki@LABOUR.gov.za>; Michael Msiza (HQ) <Michael.Msiza@labour.gov.za>; Malibongwe Gcwabe <Malibongwe.Gcwabe@LABOUR.gov.za>; Pravine Naidoo <Pravine.Naidoo@labour.gov.za>; Mzie Yawa (UIF) <Mzie.Yawa@LABOUR.gov.za>; Milly Ruiters (HQ) <Milly.Ruiters@labour.gov.za>; Aggy Moiloa (HQ) <aggy.moiloa@labour.gov.za>; Zodwa Mbikwana (HQ) <Zodwa.Mbikwana@labour.gov.za>; Charmain Nyaku (HQ) <Charmain.Nyaku@labour.gov.za>; Nontobeko Dandala (HQ) <Nontobeko.Dandala@LABOUR.gov.za>; Siphesihle Khumalo (DBN-PO) <Siphesihle.Khumalo@LABOUR.gov.za>; Sinxolo Jabavu <Sinxolo.Jabavu@LABOUR.gov.za>; Gugulethu Dlamini <Gugulethu.Dlamini2@LABOUR.gov.za>; Nompumelelo Skhosana (HQ) <NompumeleloS@labour.gov.za>; Nomfundo P. Dlamini (HQ) <Nomfundo.Dlamini@labour.gov.za>; Mlungisi Zondi <Mlungisi.Zondi@LABOUR.gov.za>; Yvonne Mathonsi (MIN) <Yvonne.Mathonsi@LABOUR.gov.za>; Mantombi Bobani (HQ) <Mantombi.Bobani@labour.gov.za>; Sam Morotoba (HQ) <Sam.Morotoba@labour.gov.za>; Nandipa Kahla (DBN-PO) <Nandipa.Kahla@LABOUR.gov.za>
Cc: Thobeka Magcai (min) <Thobeka.Magcai@LABOUR.gov.za>; Richard Erasmus <richard@meattorneys.co.za>; Mosima Makgatho <mosima@meattorneys.co.za>; Chantal Naidoo <cnaidoo@cibc.co.za>

[Handwritten signature]
R.H.

Subject: FW: THE NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY - NATIONAL ADVOCACY PILOT IMPLEMENTATION PLAN AND ACCORD

You don't often get email from neil@meattorneys.co.za . [Learn why this is important](#)

For Urgent Attention:

The Department of Employment and Labour.

Dear Sirs/Madam

Kindly find a further copy of the enclosed letter and 4 annexures for your urgent attention and that was also transmitted yesterday.

Yours sincerely

NEIL RIEKERT
Executive Consultant
Macgregor Erasmus Attorneys Inc.



✉ Neil@meattorneys.co.za

🌐 www.meattorneys.co.za

☎ 033 329 5018

📠 072 783 2685

📍 Office 16 and 17, Heron House Building 43 Garlick Avenue Garlington Hilton 3245



macgregor • erasmus

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P.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
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LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
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LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 16 and More

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**Registrar of The Labour Court,
Durban**

FA23



macgregor-erasmus

ATTORNEYS Inc.

ADVOCATE M. MSIZA

DEPARTMENT OF EMPLOYMENT AND LABOUR

Michael.Msiza@labour.gov.za

URGENT

Dear Sir,

30 July 2026

RE: THE NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY ("the Council") / THE DEPARTMENT OF EMPLOYMENT AND LABOUR ("the Department") RE: NATIONAL ADVOCACY PILOT IMPLEMENTATION PLAN AND ACCORD



We have been provided with a copy of your email sent to our client's designated agent, Mr Israel Mthembu, yesterday, 29 July 2026 at 13h42.

We must insist that you kindly address all further correspondences regarding this matter to our offices directly using the three email addresses provided below. In addressing a single employee of the Council in this matter rather than our offices directly, is causing avoidable delays in communication. In addition, our client requires that, in relation to all other high-level matters involving the Council, you kindly address Ms Chantal Naidoo, who is the General Secretary of the Council.

As you are aware, we are on formal record for the Council and are advising them in this matter. We have also recently sent a letter to the Department c/o yourself on 23 July 2026, to which we have not received a reply. Furthermore, a letter to Honourable Minister N. Meth and the Department dated 29 July 2026, which you reference in your email.

JOHANNESBURG
106 Johan Avenue Sandton 2196
Dooet 293 Johannesburg
Tel: 011 268 0720 Fax: 087 220 4135

DURBAN (HEAD OFFICE)
Bond Square 1st Floor
12 Browns Road The Point Durban 4001
Dooet 17 Durban
PO Box 38072 Point 4069
Tel: 031 291 8955 Fax: 087 220 5202

CAPE TOWN
Kay Jay House 48 Dorp Street Cape Town 8001
Dooet 113 Cape Town
Tel: 021 492 2891 Fax: 021 422 1224

www.macgregorerasmus.co.za info@macgregorerasmus.co.za

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Associates: Lauren Anderson | Lean Kilian | Menzi Mlingi | Motlasi Mathinya | Nondumiso Gasa | Jose Uquico | Meche Wichahn | Nkwenkwezi Sonqwenkwe
Executive Consultants: Neil Rickert

As mentioned in our letter of 29 July 2026:

It is the firm intention of our client to actively discharge its statutory mandate but to also actively pursue further constructive and consensus - seeking engagements on the Project with the Department, the Honourable Minister and all affected stakeholders towards achieving it's said strategic key objectives. However, this can only be done once the Department co-operates and agrees to:

- (i) immediately withdraw and not implement the current Draft Project Documents. This for purposes of further consideration thereof and engagement between all the affected parties. The Department to provide written notification of this intent to all stakeholders and parties in circulation in the Departments email of 17 July 2026. Our client, care of our offices, to be copied in on all email correspondences to this end;*
- (ii) not execute nor give effect to the current draft Commitment Accord;*
- (iii) not implement the Project in its current format;*
- (iv) not implement nor give effect to the Provincial Implementation Pan in its current format;*
- (v) not to rely nor act upon any purported deemed approval or consent on behalf of our client as is indicated in the Department's letter of 17 June 2026.*



We, therefore, reiterate our client's open willingness to constructively engage with the department on these matters, but, on the strict condition that the Department first provides the undertakings sought at (i) to (v) above.

In the circumstances our client proposes that:

1. Subject to the Department providing the written undertakings (i) to (v) above;
2. The proposed engagement take place at a mutually convenient time and place within 7 (seven) days from the date of this letter;

Kindly revert with the Department's confirmation of the above proposal as matter of extreme urgency as the deadline of 17h00, today, 30 July 2026, as recorded in our letter of 29 July 2026 stands, and our client's rights remain reserved in all respects.

Given the immediate threat to our client's rights and its statutory mandate we are instructed that our client will, if the aforementioned assurances (i) – (v) above are not provided by the provided time and date, be forced to seek and appropriate order High Court order to such, or similar, effect.

Yours sincerely

MACGREGOR ERASMUS ATTORNEYS INC.

Email contacts:

neil@meattorneys.co.za

richard@meattorneys.co.za

mosima@meattorneys.co.za



[Handwritten signature]

[Handwritten signature]
R.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY** Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
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LIMITED,XIE HONG PRIMARY
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LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM** Defendant / Respondent

Annexure 16 and More

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**Registrar of The Labour Court,
Durban**



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

FA24

CONFIDENTIAL

Address: KZN Provincial Office: 267 Anton Lembede Street, Durban, 4000

Enquiries: Mr M Zondi Tel: 072 785 2299

e-mail: Miungisi.Zondi@labour.gov.za

National Bargaining Council for Clothing Manufacturing Industry

National Textile Bargaining Council

National Bargaining Council of the Leather Industry

National Bargaining of Laundry Council

Per email: cnaidoo@cibc.org.za

secretary@ntbc.org.za

ilhaam@mail.nbcli.org.za

secretary@laundrykzn.org.za



Dear General Secretary / Chairperson

INVITATION TO IES-BARGAINING COUNCIL COORDINATION FORUM

The Department of Employment and Labour, Inspectorate Enforcement Services Branch [IES] extends its compliments and invites your Bargaining Council to a coordination forum.

In line with "Section 195 of the Constitution" and our shared mandate to promote compliance, the forum aims to strengthen operational collaboration between the Departments' Inspectorate Services and Bargaining Council Designated Agents.

The forum seeks to address joint inspections protocols for coordinated workplace visits and handover of cases, alignment on inspection findings, non-compliance trends, and sector risks. As well as clarity on jurisdiction and escalation protocols of Prohibition Notices & Compliance Orders, capacitation for Bargaining Council Agents on BCEA, OHSA, NMWA, COIDA amendments. This platform intends to consider dispute prevention through early intervention to reduce disputes referred to CCMA/Councils.

Session Details:

Date : 19th August 2026

Time : 10:00 – 12H30

Venue : 10th Floor, IES Boardroom, DEL Provincial Office
Royal Hotel, 267 Anton Lembede Street, 4001

We request attendance by Provincial Management of the respected Bargaining Councils, or relevant representation. You are kindly requested to confirm your attendance (RSVP) with

PLH

Ms Keesha Maharaj via email at Keesha.Maharaj@labour.gov.za on or before 13th August 2026.

We look forward to your participation in strengthening decent work and compliance in your respective sector.

Yours in service,



Mr Mlungisi Zondi
Provincial Chief Inspector: KZN
Date: 06th August 2026

"Enforcing Labour Law. Together"


P.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
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Plaintiff / Applicant

and

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PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 16 and More

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**Registrar of The Labour Court,
Durban**

FA25

TELEPHONIC CONVERSATION

between

MARIUS

and

YVONNE



Volume 1

CASE NO: 0288

UNDATED

Pages 1 to 7

Recorded by: Marius
Transcribed by: Valens Transcripts CC

Valens Transcripts CC

Reg No. CK 2009/054271/23

8 Leeds Crescent, Pinetown, 3610

Cell: 082 312 8820

E-mail: nicki@valens.co.za

[Handwritten signature]
R.H.

PRESENT:

MARIUS

YVONNE

UNKNOWN 1

UNKNOWN 2

5

UNKNOWN 1:

But you are clear if you see us

(inaudible) on site.

MARIUS:

Yes.

UNKNOWN 1:

Not just that you can (inaudible).

10 UNKNOWN 2:

So ...

MARIUS:

Just hang on.

UNKNOWN 2:

So, you're saying I shouldn't continue

with my operations?

MARIUS:

Just hang on. Just hang on.

15 UNKNOWN 2:

Okay.

UNKNOWN 1:

(Inaudible).

UNKNOWN 2:

Okay. Maybe you can let me look on it

so I can see who's those list is not here, because I don't want to go to the
factory and then they call you that I'm here and then you start shouting at

20 me, again.

MARIUS:

I can give you the names.

UNKNOWN 2:

Ja, but I want to (inaudible) the ones, it
means I won't be happier.

MARIUS:

25 something. I want to do something. I'm trying to phone the Deputy Minister's

Valens Transcripts CC



office in front of you, if you can see.

YVONNE: Good day, Marius.

MARIUS: Good day, Yvonne, how are you doing?

YVONNE: I'm good, thank you.

5 MARIUS: Happy birthday to you, Yvonne. I see
your status.

YVONNE: Thank you very much.

MARIUS: Ja.

YVONNE: Yes.

10 MARIUS: Yvonne, a quick one. Sorry to worry
you ...

YVONNE: Yes.

MARIUS: ... I know it's your birthday ...

YVONNE: Yes.

15 MARIUS: ... you mustn't be disturbed. I hope the
Deputy Minister gave you the day off today.

YVONNE: (Inaudible) Monday.

MARIUS: Oh, ja.

YVONNE: So, (inaudible).

20 MARIUS: Exactly.

YVONNE: Yes.

MARIUS: So you can enjoy the weekend.

YVONNE: Yes.

MARIUS: Just a quick one.

25 YVONNE: Yes.

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8 Leeds Crescent • Pinetown • 3610
Cell: 082 312 8820 • E-mail: nicki@valens.co.za



- MARIUS: I know that the Deputy Minister said
he's busy with his program and everything, right?
- YVONNE: Yes.
- MARIUS: Which is on that G31, and you told me
5 the same thing ...
- YVONNE: Yes.
- MARIUS: ... in order to get everything done. And
if I can recall, in the meeting, that was stated, Bargaining Council falls under
the Labour Department. Right?
- 10 YVONNE: Not entirely, but they are part of the
program.
- MARIUS: Part of the program.
- YVONNE: (Inaudible) they are part of the
(inaudible).
- 15 MARIUS: Yes.
- YVONNE: So, when the (inaudible), you're going
to come back and then you go into (inaudible) like yourselves.
- MARIUS: Yes.
- YVONNE: That (inaudible) in the offices there.
- 20 (Inaudible - paper movement obscures) will be open (inaudible).
- MARIUS: All right. 100%. Because, I see ...
- YVONNE: That's part of that (inaudible).
- MARIUS: Ja, and that's the same program which
is particularly one that's going to be working together, am I right?
- 25 YVONNE: Yes.



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R.H.

NMT/0288/CD1.T1
UNDATED

5 TELEPHONIC CONVERSATION

MARIUS: Yes.

YVONNE: Yes.

MARIUS: Because now I see, the Bargaining Council is still busy with operations on this G31.

5 YVONNE: Yes. Also mean that they are part of this.

MARIUS: Yes.

YVONNE: Ah, it's fine. Just take a record of all of that for me.

10 MARIUS: Okay.

YVONNE: That will make me able to be comfortable with the whole (inaudible).

MARIUS: 100%. I'll take a record of it.

YVONNE: Just manage it like that. (Inaudible),

15 let's finish it like that. (Inaudible). You know, the record for me (inaudible).

MARIUS: 100%.

YVONNE: What led to be finalised, was there a timeline agreed upon? There has been some activity by Bargaining Council in the following (inaudible). If you can do that for me.

20 MARIUS: 100%, I'll do so.

YVONNE: Yes.

MARIUS: Okay.

YVONNE: Ja.

MARIUS: Thank you, ma'am. Enjoy the rest of
25 your birthday.



Valens Transcripts CC

8 Leeds Crescent • Pinetown • 3610
Cell: 082 312 8820 • E-mail: nicki@valens.co.za

[Handwritten signature]
P.H.

NMT/0288/CD1.T1
UNDATED

6 TELEPHONIC CONVERSATION

YVONNE:

All right. They are dynamic in the

Newcastle market.

MARIUS:

Yes.

YVONNE:

They received a letter from someone

5 they don't fall under G31.

MARIUS:

I haven't seen it there yet. You see,

with those companies there, with those companies, remember, (inaudible -
paper movement obscures).

RECORDING ENDS

10



Valens Transcripts CC

8 Leeds Crescent • Pinetown • 3610
Cell: 082 312 8820 • E-mail: nicki@valens.co.za


P.H.

PROOF READER'S CERTIFICATE

I, the undersigned **NICKI THIART** hereby certify that as far as is audible, the foregoing is a true and correct transcription of the proceedings recorded by means of a mechanical recorder in the matter of

NAME: Telephonic conversation between Marius and
Yvonne

VOLUME NO: 1

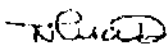
CASE NO: 0288

CD NO: CD1 T1

WORD COUNT: 743

NUMBER OF PAGES: 7




CHECKED BY

2026-08-06
DATE

Valens Transcripts CC

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R.H.

COURT ONLINE COVER PAGE

IN THE LABOUR COURT OF SOUTH
AFRICA HELD AT DURBAN

CASE NO: **2026-205003**

In the matter between:

**NATIONAL BARGAINING COUNCIL FOR
THE CLOTHING MANUFACTURING
INDUSTRY**

Plaintiff / Applicant

and

**MINISTER OF EMPLOYMENT AND
LABOUR ,ALI AUGUST TRADING
PRIMARY COOPERATIVE
LIMITED,COOL CFP CLOTHING
PRIMARY COOPERATIVE LIMITED,JINLI
WEAR PRIMARY COOPERATIVE
LIMITED,JABULA WORKERS PRIMARY
COOPERATIVE LIMITED,HONG YAN
TEXTILE,KNITTING FASHION
CC,KUNGLONG TRADING (PTY)
LTD,MIDDLE EAST TEXTILE PRODUCTS
PRIMARY COOPERATIVE
LIMITED,MOUNTAIN SPRING TRADING
AND CLOTHING (PTY) LTD,RONG CHEN
FACTORY PRIMARY COOPERATIVE
LIMITED,SHUNPING CLOTHING (PTY)
LTD,SHUN SHUN WORKERS PRIMARY
COOPERATIVE LIMITED,SKY YAN
WORKERS PRIMARY COOPERATIVE
LIMITED,TOP GLOBAL CLOTHING
PRIMARY COOPERATIVE,WEI FENG
CLOTHING PRIMARY COOPERATIVE
LIMITED,XIE HONG PRIMARY
COOPERATIVE LIMITED,YU ZE
CLOTHING PRIMARY COOPERATIVE
LIMITED,ZUNICE PRIMARY
COOPERATIVE LIMITED,LUCKIN
TEXTILES (PTY) LTD,CELEX TRADING
WORKERS PRIMARY COOPERATIVE
LIMITED,BLUE BUDDING TRADERS
PRIMARY COOPERATIVE LIMITED,TLM
CLOTHING (PTY) LTD,HR CLOTHING
PRIMARY COOPERATIVE LIMITED,RYM**

Defendant / Respondent

Annexure 16 and More

NOTE: This document was filed electronically by the Registrar on 28/8/2026 at 9:16:43 AM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of The Labour Court,
Durban**

FA26



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CHOTHIA ATTORNEYS
70 PATERSON STREET
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Per Email: admin@chothiaattorneys.co.za

Our Ref: N Riekert/ R Erasmus
/ NNAT10/0040

In copy:

Your Ref: Z.C. Chothia

THE DEPARTMENT OF EMPLOYMENT AND LABOUR

6 August 2026

Per email:

Michael.Msiza@labour.gov.za

aggy.moiloa@labour.gov.za

Yvonne.Mathonsi@LABOUR.gov.za



Dear Sirs

Re: THE NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING
INDUSTRY – G31 GROUP OF CLOTHING FACTORIES NEWCASTLE

We act for the National Bargaining Council for the Clothing Manufacturing Industry ("the Council").

We understand that you act for a group of clothing factories in the Newcastle area known as the "G31".

We are instructed that on 4 August 2026 one of our client's authorised agents attended at the premises of Luckin Textiles (Pty) Ltd at 23A Guttenberg Street, Newcastle for purposes of conducting a compliance inspection. The said agent was denied access to the premises for such purposes by a certain Marius Smit.

JOHANNESBURG 106 Johan Avenue Sandton Johannesburg 2196 Docex 293 Johannesburg Tel: 011 268 0720	DURBAN (HEAD OFFICE) Bond Square 1st Floor 12 Browns Road The Point Durban 4001 Docex 17 Durban PO Box 38072 Point 4069 Tel: 031 201 5955	HILTON Office 16 & 17 Heron House Building 43 Garlick Avenue Garlington Hilton 3245 Tel: 033 032 2044	CAPE TOWN Kay Jay House 48 Dorp Street Cape Town 8001 Docex 113 Cape Town Tel: 021 492 2891
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Qudusyah Maim Cora Huikie Vicki Doney Associate Director: Jonathan Jones
Jose Lequiao
Neil Riekert

PH

Our instructions are that Mr Smit's refusal of access was based on an alleged agreement concluded at a meeting between various stakeholders in Newcastle on 4 June 2026, to the effect that Council inspections would require (i) a prior appointment and (ii) that a representative from your office be present. Apparently, this alleged arrangement was subsequently telephonically confirmed with your Mr Chothia.

Our client strongly denies the existence of any such agreement. To the contrary, our client confirms that during the course of the said meeting Mr Chothia merely offered his assistance to agents of the Council who may in the future experience difficulties in gaining access to his clients' factories for purposes of conducting inspections and offered his business card for purposes of such contact.

The Council specifically neither agreed nor undertook to make any appointment prior to conducting any such inspections, nor was it agreed that a representative of your office ought to be present at all such inspections.



In the said meeting it was placed on record that the Council intended to exercise its full statutory powers in conducting inspections and seeking compliance under the main collective agreement, including all such actions in relation to the so-named G31 parties. Furthermore, that the Council was not a party to, nor bound by, any alleged G31 Agreement nor the related Project initiated by the Department of Employment and Labour and that all its rights and powers remained unaffected thereby. This remains the current position.

Your clients will appreciate that giving employers prior notice of inspections will in many cases defeat the purpose of the inspection, which is why no such notice is given.

Your clients are cautioned that it is unlawful for any of their representatives to deny or frustrate access to their factory premises by any of the Council's authorised agents and that our client will, if necessary, engage the services of the South African Police Services to enable the discharge of its mandate.

We request that in reply you provide us with a list of your clients as well as conformation that they form part of the so-named G31.

Yours faithfully

MACGREGOR ERASMUS ATTORNEYS INC

PER: NEIL RIEKERT

Electronic transmission therefore unsigned.

Email:

neil@meattorneys.co.za

richard@meattorneys.co.za

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