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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

**DEPARTMENT OF LABOUR
NOTICE 240 OF 2020
AMENDED COVID-19 TEMPORARY EMPLOYEE / EMPLOYER RELIEF SCHEME
(C19 TERS), 2020**

**AMENDMENT OF DIRECTIVE BY THE MINISTER OF EMPLOYMENT AND LABOUR
IN TERMS OF REGULATION 10 (8) OF THE REGULATIONS ISSUED BY THE
MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS IN
TERMS OF SECTION 27 (2) OF THE DISASTER MANAGEMENT ACT, 2002 (ACT NO.
57 OF 2002)**

I, Thembelani Waltermade Nxesi, the Minister of Employment and Labour, acting in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) hereby amend the Directive that I issued in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) as set out in the Schedule.



**MR T W NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 06 APRIL 2020**

SCHEDULE

AMENDMENTS TO THE DIRECTION OF 25 MARCH 2020

1. The following clause is inserted after clause 1.1.5 of the Directive –
 - 1.1.6 “**Scheme**” means the Covid-19 temporary relief scheme.
2. Clause 1.1.6 is renumbered as 1.1.7 and is substituted with the following –
 - 1.1.7 “**temporary lay -off**” means a reduction in work following a temporary closure of business operations, whether total or partial, due to Covid -19 pandemic for the period of the National Disaster.
3. The following clause is substituted for clause 3.1 of the Directive –
 - 3.1 Should an employer as a result of the Covid-19 pandemic close its operations, or a part of its operations, for a 3 (three) months or lesser period affected employees shall qualify for a Covid-19 benefit.
4. The following clause is substituted for clause 3.4 of the Directive -
 - 3.4 The salary to be taken into account in calculating the benefits will be capped at a maximum amount of R17,712.00 per month, per employee and an employee will be paid in terms of the income replacement rate sliding scale (38%-60%) as provided in the UI Act.
5. The following clause is substituted for clause 3.5 of the Directive -
 - 3.5 Should an employee's income determine in terms of the income replacement sliding scale fall below R3500, the employee will be paid a replacement income equal to that amount.

6. The following clause is substituted for clause 3.6 of the Directive -

3.6 Qualifying employees will receive a benefit calculated in terms of Sections 12 and 13 (1) and (2) of the UI Act, provided that an employee shall receive a benefit of no less than R3 500.

7. The following clauses are inserted after clause 3.7 of the Directive –

3.8.1 An employer whose employees are entitled to receive covid-19 benefits provided by the Unemployment Insurance Fund during the period of lockdown from a bargaining council may not make an application in terms of the Scheme and the employees of that employer may not receive any payment in terms of the Scheme than through the bargaining council.

3.8.2 The restriction in clause 3.8.1 only applies if –

- (a) the parties to the bargaining council have concluded a collective agreement that-
 - (i) has been extended by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995 (Act No. 66 of 1995); and
 - (ii) provides for the disbursement of funds received from the Unemployment Insurance Fund to provide covid-19 benefits to employees bound by the collective agreement during the period of lock-down; and
- (b) the bargaining council has concluded a memorandum of agreement with the Fund for the council to disburse covid-19 benefits on behalf of the Fund to –
 - (i) the employees who fall within the scope of the collective agreement; and
 - (ii) if authorised by the memorandum of agreement, any other employees in a sector identified in the agreement, whether or not they fall within the registered scope of the bargaining council.

8. The following clause is substituted for clause 5.2.2 of the Directive –

Signed memorandum of agreement from the employer or bargaining council with the UIF, or written or electronic confirmation of acceptance by an employer or bargaining council of the terms and conditions of the scheme provided to the employer or bargaining council or published in writing by the UIF.

9. The following clause is substituted for clause 5.3. of the Directive -

5.3 Subject to the amount of the benefit contemplated in clause 3.6, an employee may only receive covid-19 benefits in terms of the Directive if the total of the benefit together with any additional payment by the employer in any period is not more than the remuneration that the employee would ordinarily have received for working during that period.

10. The following clause is inserted as a new clause 5.4. of the Directive -

5.4 All amounts paid by or for the UIF to employers or Bargaining Council(s) under the terms of the Scheme shall be utilized solely for the purposes of the Scheme and for no other purpose. No amount paid by or for the UIF to an employer or Bargaining Council under the terms of the Scheme that is required to be paid, in turn, to an employee will fall into the general assets of the employer or Bargaining Council, and no bank may refuse to release or administer the transfer of that amount into the bank account of the employee as required by the Scheme, irrespective whether the employer or Bargaining Council is in breach of its overdraft or similar contractual arrangements with the bank concerned.

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