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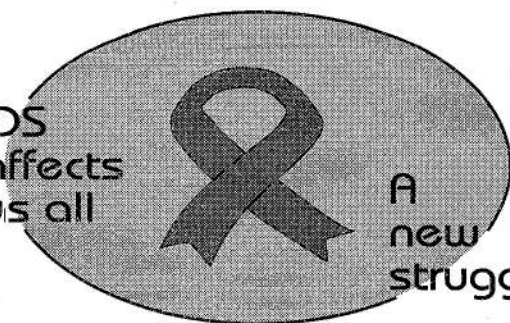
Vol. 411

PRETORIA, 10 SEPTEMBER 1999

No. 20424

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

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DEPARTMENT OF HEALTH

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1041

10 September 1999

LABOUR RELATIONS ACT, 1995

CLOTHING INDUSTRY (NORTHERN AREAS): EXTENSION OF THE MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Clothing Industry Bargaining Council (Northern Areas) 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 20 September 1999 and for the period ending 30 June 2001.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1041

10 September 1999

WET OP ARBEIDSVARHOUDINGE, 1995

KLERASIENYWERHEID (NOORDELIKE GEBIEDE): UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn, en wat in die Bedingsraad vir die Klerasienywerheid (Noordelike Gebiede) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 20 September 1999, en vir die tydperk wat op 30 Junie 2001 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

SCHEDULE

CLOTHING INDUSTRY BARGAINING COUNCIL (NORTHERN AREAS)

MAIN COLLECTIVE AGREEMENT

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

Transvaal Clothing Manufacturers' Association

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

South 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 Clothing Industry Bargaining Council (Northern Areas).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this 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 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).

(2) Clauses 1 (1) (a), 2, 4 (2) (d), 7 (2) (n), 19B, 22 (3), (4), (5) (b) and (d), 25 (1) and 26A and C of this Agreement shall not apply to employers and employees who are non-members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Act, and shall remain in force until 30 June 2001.

3. DEFINITIONS

General definitions

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

"Act" means the Labour Relations Act, 1995;

"agency shop" means the compulsory payment of a monthly levy by the non-party employers;

"Category A" means a pattern maker and/or grader;

"Category B" means a marker-in;

"Category C" means a mechanic;

"Category D" means a chopper-out, cutter and/or re-cutter, negative maker, screen maker (engraver), screen printer and sample cutter;

"Category E1" means a sample machinist;

"Category E" means a sewing machinist, a finisher, an operator of a linking, overlocking and/or sewing machine, an invisible mender, an embroiderer, an embroidery machinist (other than embroidery machine minder), a faggotter, a beader and/or pleater by hand, a baster, a shaper, a fitter-up, a checker, a presser of garments, an assistant screen maker (engraver), an assistant screen printer, a darkroom assistant, a mixing and filtering operator, an oven and curing operator, a screen controller, a screen preparer, a squeegee preparer, and a despatch packer;

"Category F1" means a machinist promoted to assistant supervisor;

"Category F" means an assistant supervisor, other than a machinist promoted to assistant supervisor, a despatch clerk, factory clerk and a storeman;

"Category G1" means other pressers not provided for elsewhere in this clause, an underpresser, a presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and handmade pleats, a machine belt fixer, a maintenance assistant, a layer-up; a plain sewer, an operator of a button covering, zip tacking and/or pleating machine, an employee engaged on the trubenizing of collars and/or a clicker and shaper by template, a general worker, an appliqué cutter, a tracer and/or marker and/or framer, a pleater, and an embroidery machine minder;

"Category G2" means all employees classified as G1, who are qualified as at 31 December 1987, other than a general worker, an appliqué cutter, a tracer and/or marker and/or framer;

"Category H1" means a foreman;

"Category H2" means a supervisor, an assistant foreman and a head cutter;

"Category H3" means an artisan;

"Category H4" means a labourer, scooter driver and/or boiler attendant;

"Category H5" means a watchman;

"Category H6" means a driver of a light motor vehicle;

"Category H7" means a driver of a medium motor vehicle;

"Clothing Industry" or "Industry" means the industry in which employers and their employees are associated for the purpose of dressmaking, the making either wholly or mainly of all classes of outer and undergarments, including nightwear and protective garments, and all classes of men's and boys' tweed and linen hats and caps, ties, or any process incidental thereto, and the making of all classes of garments as aforesaid to the order of any government department, Transnet or any local authority, but excludes bespoke tailoring and the manufacture of wearing apparel made from furs and pelts;

"Council" means the Clothing Industry Bargaining Council (Northern Areas), registered in terms section 29 of the Labour Relations Act, 1995;

"employee" means those employees falling within the jurisdiction of the scope of the Council;

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

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or Bespoke Tailoring Industry and/or private dressmaking in any capacity or capacities in respect of which wages are prescribed in clause 4 of this Agreement, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated: Provided that, for the purpose of computing and employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year: Provided further that a learner in his first half-year of employment, although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year, shall be deemed to have been in employment for the whole half-year: Provided further that experience in the Knitting Industry shall be regarded as experience in the Clothing Industry: Provided further that the trial period of an employee in terms of clause 13 (1) (b) (iii) shall be deemed to be experience only if the contract of service is confirmed;

"half-year" means the six-monthly period commencing on the first day of January or July;

"hourly wage" means, in the case of an employee, the weekly wage, divided by the number of ordinary hours of work per week prescribed for an employee of his class;

"learner", in the case of an employee referred to in clause 4 (1) Categories A and B, means an employee who has less than six half-years' experience; and in the case of an employee referred to in clause 4 (1) Category C, means an employee who has less than nine half-years' experience; and in the case of an employee referred to in clause 4 (1) Categories D and E, an employee who has less than four half-years' experience;

"medical practitioner" means a person entitled to practice as a medical practitioner in terms of the Medical Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974);

"nightwork" means work performed after 18:00 and before 06:00 the next day;

"old age" means 60 years of age;

"operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer;

"ordinary hours of work" means a 40-hour week of five days, and 60 hours in any one week in respect of a watchman;

"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work;

"permanent disability", as certified by a medical practitioner, means being permanently unfit for further employment in the Clothing Industry;

"personal wage" means the last wage paid by the employer which is higher than the prescribed wage and which is checked by the Council, in terms of clause 18 of the Agreement, plus any statutory increases prescribed in terms of this Agreement since date of termination of employment: Provided that not more than the four most recent increases shall be taken into account in determining the personal wage: Provided further that where an employee has not been employed in the Industry for more than two years, the personal wage shall be the greater of the minimum currently prescribed and the last wage paid on termination of employment;

"qualified employee" in the case of an employee referred to in clause 4 (1) Categories A and B in the Schedule to clause 4 (1), means an employee who has six or more half-years' experience; and in the case of clause 4 (1) Category C, an employee who has nine or more half-years' experience, and in the case of clause 4 (1) Categories D and E, an employee who has four or more half-years' experience;

"short time" means a temporary reduction in the number of working hours of any employee in any one week below the number of hours prescribed for an employee of his class or temporary cessation of work by reason of the exigencies of the business, e.g. shortage of material or orders or the necessities of stocktaking;

"task work" means the setting by an employer or his representative to any employee of a definite number of garments or portions of garments, to be made by such employee in a specified time;

"trade union representative" means a member of a trade union who is elected to represent employees in a workplace;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"wage" means the portion of the remuneration, excluding the bonus earned in terms of clause 5 of this Agreement, payable to an employee in respect of the ordinary hours of work as laid down in clause 9 of this Agreement;

"week" means a period of five working days;

"working day" means any day on which work is usually performed in the Industry;

"workplace" means the place or places where the employees of an employer work; if an employer carries on or conducts two or more operations that are independent of one another by reason of their size, function or organisation, the place or places where employees work in connection with each independent operation constitutes the workplace for that operation;

"occupations" means the jobs listed and described as follows:

"appliqué cutter" means an employee who cuts off the loose edges of pieces of material which have been embroidered onto garments or parts of garments;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan, other than minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings, and other than a machine belt fixer and maintenance assistant referred to in clause 4 (1) Category G1 of this Agreement, and for the purposes of this definition the expression "skilled artisan" means a person who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring on him artisan status in terms of that Act and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided;

"assitant foreman" means an employee who assists a foreman in the performance of his duties;

"assistant supervisor" means an employee who assists a supervisor in the performance of his duties;

"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 in underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams, and includes an employee engaged on outbasting;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who makes, maintains or draws the fire in such a boiler and who removes ashes;

"checker" means an employee who examines the incompleated and/or completed garments for flaws;

"clicker" means an employee who cuts parts of garments from dies, using a mechanical or hydraulic press;

"chopper out" means an employee engaged in cutting out garments or parts of garments by hand from one or more layers of material;

"cutter" means an employee who, with the aid of a single pattern, cuts by hand or machine parts of knitted garments from one or more layers of body blanks;

"despatch clerk" 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" means an employee who is wholly or mainly engaged in the making up of orders and/or parcels and/or bales in readiness for despatch;

"driver of a light vehicle" means an employee who has a light motor vehicle licence (previously referred to as 'Code 8') and drives a vehicle with a gross vehicle mass of less than 2 000 kg;

"driver of a medium motor vehicle" means an employee who has a medium motor vehicle licence (previously referred to as 'Code 10') and drives a vehicle with a gross mass of more than 2 000 kg;

"embroiderer" means an employee who operates a single-head machine; makes a predetermined logo by means of tracing and a frame, operates an embroidery machine, and threads up, adjusts tension, checks and/or examines work under needles, excluding a multihead machine operator;

"embroiderer by hand" means an employee who embroiders by hand using a needle and thread;

"embroidery machine operator" means an employee who operates a multi-head machine or machines;

"factory clerk" means an employee who is employed in the production area of the factory and who is wholly or mainly employed in the recording of attendance and/or production data, which data may require further processing by office administration;

"finisher" 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 sleeveheads, wadding sleeveheads, felling silk facings already basted into position, making buttonholes by hand, and felling sleevehead linings by hand;

"fitter-up" means an employee engaged in the cutting room who takes the outsides of garments together with the cut-out linings (called trimmings) and adjusts the outsides and the insides together accurately so that the parts may go forward to the machine to be put together correctly;

"foreman" means an employee in charge of the employees in a factory, who exercises control over such employees and who is charged with the responsibility for engaging or terminating the employment of such employees and who is responsible for the efficient performance by them of their duties;

"framer" means an employee who inserts a piece of cloth or part of a garment into a frame preparatory to the embroidering thereof;

"general worker" means an employee engaged on one or more of the following operations:

Cleaning, i.e. cutting or nipping off threads by machine or hand and/or removing spots or marks from materials or garments, folding, sorting, pinning finished garments, stamping, marking, sloping by hand or machine, patent turning, cutting by hand or any trimming (not being piece goods) to a given length or shape, feeding into or taking out of automatic roller or form presses, pulling out bastings, soaping, turning sleeves or trousers inside out, marking by template and cutting to shape, excluding the operations performed by a "sharper by template", marking trimmings, labelling by machine other than a machine using needle and thread, making tea or similar beverages, or carrying garments or parts of garments from one place to another within an establishment, acting as messenger, and sweeping floors;

- "head cutter"** means an employee who is responsible for the efficient performance of duties by other cutters;
- "invisible mender"** means an employee who is engaged in repairing knitting faults in garments or parts of garments;
- "labourer"** means an employee engaged in one or more of the following operations: Cleaning premises, loading or unloading goods, carrying and/or stacking goods, removing refuse;
- "layer-up"** means an employee who is engaged in the laying of material in one or more thickness on the cutting tables and may include the duty of slitting the ends;
- "linker"** means an employee engaged in operating a linking machine used for the purpose of joining parts of a fully-fashioned garment;
- "machine belt fixer"** means an employee who measures a leather belt and by means of a pair of pliers fits a belt to a sewing machine;
- "maintenance assistant"** means an employee who is engaged in oiling, greasing and cleaning sewing machines, and who may make adjustments or replace parts to sewing machines or other equipment used directly in the manufacture of the products of the workplace, such as chain hooks, bases, feed dogs, throat plates, tension controls, tension springs, presser feet, lifters, shuttles on bar-tack and button sew-on machines, and loopers on machines, and/or is engaged in cleaning plant, machines, vehicles, tools, utensils or articles other than garments;
- "marker-in"** means an employee who is engaged on marking-in patterns on cloth or any material, and includes an employee who makes the prototype markers;
- "mechanic"** means an employee (other than an artisan, machine belt fixer and/or maintenance assistant) who is wholly or mainly engaged in making repairs or adjustments to machinery or equipment used directly in the manufacture of the products of the workplace;
- "overlocker"** means an employee operating a sewing machine with one or more needles and thread which serges the edge of fabrics;
- "pattern grader"** means an employee who grades patterns to various sizes and makes ancillary patterns to a master pattern;
- "pattern maker"** means an employee engaged in designing and making patterns, but excludes a designer who makes only master patterns;
- "plain sewer"** means an employee performing one or more of the following operations by hand:
Felling crutch linings in trousers, felling hems, fastening permanent turn-ups, felling waistband linings or parts thereof, fastening catches in tops of trousers and various odds and ends of sewing, felling necks, shoulders or armholes of wastecoats, paddling collars or lapels, putting on bridles, fastening edgestraps and odds and ends of sewing, sewing buttons, felling hems of linings or seams of same already basted into position, felling bindings, making and sewing on hangers, canvases, and tacking, and all hand-sewing not elsewhere specified;
- "pleater"** means an employee engaged in one or more of the following operations:
Guiding material and paper through an automatic pleating machine, putting material between cardboard moulds and/or preparing for steam box in hand or mould-pleating process; taking materials out of moulds in hand or mould pleating process;
- "presser of garments"** means an employee who operates a pressing machine and presses a finished garment;
- "re-cutter"** means an employee who is engaged in cutting out and/or marking-in materials for replacing damaged or missing parts of a garment;
- "sample machinist"** means an employee who completely machines prototype garments, other than patent machining;
- "scooter driver"** means a driver of a three or two-wheeled motor vehicle used for the delivery of goods;
- "sample cutter"** means an employee engaged in marking-in and cutting out garment samples or parts thereof, where the conventional marking-in skill is not required;
- "sewing machinist"** means an employee engaged on operating a sewing machine using a needle and thread;
- "shaper"** means an employee engaged on shaping by hand designs of lapels and collars of coats preparatory to underbasting, but does not include trimming by hand;
- "shaper by template"** means an employee, other than a shaper, engaged on marking by template and cutting to shape of collars, lapels and/or fronts of ladies', men's and children's jackets and/or coats;
- "storeman"** means an employee who is in general charge of stores and/or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in a workplace or for despatch;
- "supervisor"** means an employee who, under supervision, is responsible for the efficient performance of the duties of the employees or a section of the employees in a workshop, but does not include an assistant supervisor;
- "tracer and/or marker"** means an employee who, with powdered chalk or other similar material, marks or traces the outlines of a pattern onto the material with the aid of a perforated lay marker;

"under-presser" means an employee who is engaged in pressing seams, linings, unfinished parts of garments and/or unfinished garments, or who may be engaged in any pressing operations incidental to further machining operations;

"watchman" means an employee engaged in guarding property and/or patrolling premises;

"operations" means all clothing manufacturing operations including those defined below:

"beading" means the application by means of needle and thread of beads, sequins or other similar articles to a garment for the ornamentation of such garment;

"faggotting" means the joining of two pieces of cloth side by side by means of ornamental stitches;

"felling" means the operation of folding one end of the fabric over the other and sewing it down in such a manner that the stitching does not appear on the other side;

"marking" means the marking of the position of pockets, buttons, buttonholes, loops, fasteners, darts, hems, turn-ups and the like, preparatory to further operations;

"patent turning" means turning out or over the edges of collar facings, belts, bands, cuffs, tabs, pockets and/or flaps by hand or machine and turning garments or parts thereof inside out;

"pleating" means the insertion of pleats or permanent folds into the cut-out parts of the skirt portion of a dress;

"sloping" means the marking and/or trimming of the shapes of the necks of shirts and underwear;

"sorting" means the sorting out of garments or parts of garments as required for various operations;

"stamping" means the stamping of sizes, identity or work numbers or other details on garments or parts of garments and/or labels.

Screen Printing Operations

(1) Category 4D employees:

"negative maker" means an employee who prepares photographic negatives, separates colours in a design, paints onto clear film sheet in repeat with exact reference marks, as part of the preparation of screens for screen printing;

"screen maker (engraver)" means an employee who engraves and cures screens;

"screen printer" means an employee engaged in—

- (a) operating a screen printing machine;
- (b) setting up screens in sequence of colour to be printed on fabric;
- (c) squaring off and testing that screens fit according to master feeler;
- (d) selecting squeegees to give the penetration and definition required for a quality print, bearing in mind the texture of the fabric;
- (e) positioning colours in correct sequence to ensure that colour combination matches the master feeler and colour card;
- (f) checking the base fabrics to ensure correct face and quality;
- (g) supervising the operations of the colour thrower;
- (h) supervising the handling of screens to and from wash bays;
- (i) examining screens from wash bays to ensure that they are in a satisfactory condition;
- (j) carrying out checks for faults;

(2) Category 4E employees:

"assistant screen maker (engraver)" means an employee who assists a screen maker (engraver);

"assistant screen printer" means an employee who assists in screen printing and who may screen print by hand;

"darkroom assistant" means an employee who makes photographic positives of clear sheets of design colours and masks positives for repeat;

"mixing and filtering operator" means an employee engaged in—

- (a) cleaning and preparing drums returned from printing machines;
- (b) cleaning mixing equipment;
- (c) ensuring thorough mixing and blending dyes and auxiliaries;
- (d) filtering mixed dyes;
- (e) handling drums from mixers to filter machines;

- (f) watching for malfunctions in mixing equipment;
- (g) operating a high-speed stirrer;
- (h) operating a tub washer;
- (i) removing solid or foreign articles from print paste;
- (j) supplying clean drums to colour weighers;
- (k) transferring identifying labels to drums of dye;

"oven and curing operator" means an employee engaged in drying and curing parts of garments after the printing operation;

"screen controller" means an employee engaged in—

- (a) applying masking tape set for automatic printing machine;
- (b) checking for faults and rectifying same;
- (c) clearing blockages by means of a high-pressure gun;
- (d) painting in any open motive pinholes;
- (e) painting in masking and making trial print proof;
- (f) placing screens in rack ready for use;
- (g) putting end rings into rotary screens;
- (h) retouching screens;

"screen preparer" means an employee engaged in—

- (a) coating screens;
- (b) fitting gauze to frames;
- (c) operating a stretching machine;
- (d) placing screens in conditioning chamber;
- (e) preparing and checking screen frames;
- (f) removing grease from screens;

"squeegee preparer" means an employee who makes and prepares squeegees.

4. WAGES

(1) Subject to the provisions of subclauses (2) (a), (2) (b), (3), (5) and (6) of this clause, not less than the following weekly minimum wages shall be paid to the undermentioned categories of employees from date of coming into operation of this Agreement and on each pay day thereafter: Provided that learners whose increased experience as at 30 June 1998 entitles them to a higher wage in terms of the table below shall be paid the increased wage from the date of coming into operation of this Agreement and on each pay day thereafter:

PRESCRIBED WEEKLY WAGE SCALES FOR CLOTHING WORKERS (NORTHERN AREAS) FROM DATE OF COMING INTO OPERATION OF THE AGREEMENT

C A T	Description of occupation	Qualified	9th 1/2 year exp.	8th 1/2 year exp.	7th 1/2 year exp.	6th 1/2 year exp.	5th 1/2 year exp.	4th 1/2 year exp.	3rd 1/2 year exp.	2nd 1/2 year exp.	1st 1/2 year exp.
		R	R	R	R	R	R	R	R	R	R
A	Pattern maker and/or grader.....	721,00	Q	Q	Q	645,50	568,30	491,00	414,00	336,60	260,00
B	Marker-in.....	599,00	Q	Q	Q	542,60	485,90	429,40	372,70	316,20	260,00
C	Mechanic.....	584,00	548,30	512,20	476,00	439,80	404,10	367,80	331,70	295,60	260,00
D	Chopper out, cutter and/or re-cutter, negative maker, screen maker (engraver), screen printer, sample cutter	434,00	Q	Q	Q	Q	Q	391,00	347,00	303,20	260,00
*E1	Sample machinist.....	431,25									
E	Sewing Machinist, Finisher, Operator of a Linking, Overlocking and/or Sewing Machine; Invisible Mender Embroiderer, Embroidery Machinist (other than embroidery machine minder); Fagotter, Beader and/or Pleater by hand, Baster, Shaper, Fitter up; Checker, Presser of Garments, Assistant Screen Maker (Engraver), Assistant Screen Printer, Darkroom Assistant, Mixing and Filtering Operator, Oven and Curing Operator, Screen Controller, Screen Preparer, Squeegee Preparer and Despatch Packer.....	375,00	Q	Q	Q	Q	Q	347,00	317,00	288,60	260,00
F1	Machinist promoted to assistant Supervisor.....	446,00	Q	Q	Q	Q	Q	Q	423,10	399,50	375,00
F	Asst Supervisor, other than a machinist promoted to asst. supervisor: Despatch/Factory Clerk: Storeman	446,00	Q	Q	Q	Q	Q	399,90	353,00	306,40	260,00
G1	Other Pressers, not provided for elsewhere Underpresser, Presser of shirts, ties pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and handmade pleats; Machine belt-fixer; Maintenance assistance; Layer-up; Plain Sewer; Operator of a button covering, zip tacking and/or pleating machine; An employee engaged on the Trubenizing of collars and/or clicker and shaper by template; General worker, appliqué cutter, Tracer and/or Marker and/or Framer; Pleater; Embroidery Machine Minder.....	311,00	Q	Q	Q	Q	Q	295,70	283,50	271,60	260,00

C A T	Description of occupation	Qualified	9th 1/2 year exp.	8th 1/2 year exp.	7th 1/2 year exp.	6th 1/2 year exp.	5th 1/2 year exp.	4th 1/2 year exp.	3rd 1/2 year exp.	2nd 1/2 year exp.	1st 1/2 year exp.
G2	All employees classified in G1 who were qualified as at 31/12/1987 other than General Worker, Appliqué cutter, Tracer and/or Marker and/or Framer	312,00									
H1	Foreman.....	984,00									
H2	Supervisor; Assistant Foreman; Head Cutter	537,00									
H3	Artisan.....	1 123,00									
H4	Labourer, Scooter driver and or Boiler Attendant	346,00									
H5	Watchman.....	400,00									
H6	Driver (Light motor vehicle).....	394,00									
H7	Driver (Medium motor vehicle).....	421,00									

* Sample machinist. Any employee when called upon to perform the duties of a sample machinist, shall, while so employed, in addition to the qualified wage for a sewing machinist as provided for in this clause, be paid an additional amount equal to 15 percent of such qualified wage: Provided that such additional amount shall not be subject to the provision of clause 4 (2) (a) of this Agreement.

(2) (a) Save as provided in Subclauses (1), (2) (d) and (3) of this clause, nothing in this Agreement shall operate to reduce the personal wage of an employee.

(b) Notwithstanding the provisions of subclause (1) of this clause, an employee, other than a learner, who, from the date of coming into operation of the Agreement, was entitled to a weekly wage in excess of the wage reflected in column 1 below for that employee's category of work, shall be entitled to receive from his employer the increase reflected in column 2 below from date of coming into operation of this Agreement and on each pay day thereafter:

CATEGORY	COLUMN 1	COLUMN 2
A.....	678,50	42,50
B.....	563,00	36,00
C.....	549,00	35,00
D.....	408,50	25,50
E1.....	406,00	25,25
E.....	353,00	22,00
F1.....	419,50	26,50
F.....	419,50	26,50
G1.....	291,00	20,00
G2.....	294,00	18,00
H1.....	925,50	58,90
H2.....	505,00	32,00
H3.....	1 056,00	67,00
H4.....	325,50	20,50
H5.....	376,50	23,50
H6.....	371,00	23,00
H7.....	396,00	25,00

(c) The provisions of subclause (2) (b) shall not be applicable to an employee earning more than two times the wage in Category B.

(d) Notwithstanding the provisions of subclause (2) (a) of this clause and, subject to the minimum wages prescribed in this clause, the wage agreed to between an employer and a new employee shall become the wage payable:

(3) Notwithstanding the definition of "experience", an employee who is transferred from any occupation to an occupation for which a higher qualified wage is prescribed, shall be dealt with as follows:

- (a) An employee transferred to the machinist occupation shall, if such employee has already completed six months' experience or more, be credited with six months' experience and, irrespective of the wage previously paid to him, he shall be paid a wage in accordance with his credited plus his actual experience as a machinist.
- (b) If an employee who is a chopper-out is transferred to the class of marker-in, he shall be credited with actual experience as a chopper-out but with only four half-years. If his experience as a chopper-out exceeds four half-years, he shall continue to receive the wage paid as a chopper-out or the wage according to his credited plus actual experience as a marker-in, whichever is the higher.
- (c) In every other case of a transfer, not dealt with in (a) and (b) above, the employee shall be regarded as having no experience but shall continue to receive the wage he received prior to the transfer, until such time as he is entitled to receive an increase according to the experience gained in his new occupation.
- (d) Should an employee be transferred back to his previous occupation, he shall revert back to the wage paid or due to him in that occupation, according to his experience.
- (e) A qualified sewing machine operator who is transferred to the assistant supervisor category shall be credited with six months' experience as an assistant supervisor and shall be entitled to a wage in accordance with credited plus actual experience in that category.

(4) Notwithstanding anything to the contrary contained in this Agreement, the increase to which a learner may become entitled in terms of subclause (1) shall be paid on the first day of each half-year, on the basis of the learner's experience on the last working day.

(5) Notwithstanding anything to the contrary contained in this Agreement, the commencing wage of an employee who has had only bespoke dressmaking experience shall be determined, after a trial period not exceeding 20 working days, by the employer and employee concerned in conjunction with the Council. That employee shall then be deemed to be a learner starting with only that period of experience which could enable him to earn the wage agreed to by the employer, the employee and the Council.

(6) Notwithstanding the provisions of this clause and the provisions of clause 7 (1) relating to weekly payment of wages, an employer shall be permitted to pay an employee whose weekly wage is greater than one-and-a-half times the qualified machinists' wages at that time, a monthly salary: Provided that the amount so paid shall not be less than four-and-one-third times the weekly wage paid or prescribed in this clause, whichever is the greater: Provided further that such monthly salary shall be paid during working hours and not later than the last working day of the month to which it relates.

5. BONUS SCHEMES, TASK WORK AND PIECEWORK

(1) No employees shall be employed on task work or piecework in any workplace: Provided that an employer may agree with any one or more of his employees for the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work, subject to clause 9, having been mutually agreed upon between the employer and the employee or employees: Provided further that such bonus system shall enable an employee to earn a bonus amounting to at least 10 per cent of the relative prescribed wage for an employee of his class.

(2) Any employer who wishes to introduce a bonus system in his workplace or to effect alterations in one already operating, shall, prior to the introduction or alteration thereof, furnish the under-mentioned information to the Secretary of the Council and obtain the Council's approval of such system or alteration, and no bonus system shall be introduced or altered without the Council's approval:

- (a) The rate of the bonus and the method of calculating the amount payable as a bonus;
- (b) the period in respect of which the bonus is calculated from time to time;
- (c) the day upon which the amount of the bonus earned by an employee during each such period is payable.

(3) The provisions of subclause (2) hereof shall not have the effect of rendering it unlawful for any employer to continue to operate a bonus system of which he has notified the Council under any previous agreement for the Industry.

6. SHORT TIME

(1) Short time may not be introduced without the prior approval of council having been obtained, and such application shall be accompanied by an amount equal to R3,00 for each day of short time to be worked by the employees listed in the application, which shall be in the form of Annexure C.

(2) The application shall specify the circumstances giving rise to the short time.

(3) Where short time has been or is introduced in any workplace after permission has been obtained, an employee who is not required to work on any day must be given notice of that fact not later than closing time on the working day prior to the day on which his services are not required, except that, if short time is to be worked on a Monday or starting from a Monday, an employee who is not required to work on such Monday shall be given notice of the fact not later than closing time on the preceding Thursday.

(4) An employee who attends the workplace on any day shall, unless he has received notice in terms of subclause (3) that his services will not be required on such day, be employed or be paid a full day's wages.

(5) Where full time is not being worked in any workplace, the work shall be distributed evenly among the employees in each of the sections or departments concerned.

(6) The Council may in its discretion require such auditor's certificate concerning the employer's operations as it may reasonably require in support of the application for short time.

7. PAYMENT OF AMOUNTS DUE TO EMPLOYEES

(1) Subject to the provisions of clause 13 (5) of the Agreement, wages and other amounts due to employees shall be paid weekly in cash, during working hours on Friday, or may be deposited into the employee's account with a financial institution: Provided that where an employee's services terminate on a day other than a Friday, any amounts due to him shall be paid immediately upon such termination: Provided further that when an employee is working short time or the ordinary pay day is a holiday, payment in terms of this subclause shall be made before the employee finishes work for the week.

(2) No deduction of any description shall be made from amounts due to an employee except as provided below:

- (a) Where an employee is absent from work other than at the request or on the instructions of the employer, a pro rata amount for the actual time lost may be deducted from his total remuneration;
- (b) subject to the provisions of clause 6 (1) of this Agreement, where short time has been introduced, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour not worked may be made;
- (c) where an employer closes his workplace during the month of December and/or January owing to the holiday recess and his employees have been paid holiday pay in terms of the provisions of clause 12, wages may be deducted for the actual period of the holiday recess but not exceeding a period of 15 working days;
- (d) where an employer supplies an employee with tea, he may deduct 40c per week from his wages;
- (e) with the consent of the employee, deductions may be made by an employer for insurance or pension funds, or for dental plates and other dental work not otherwise provided for, or for purposes of repaying any money owing to Council funds or other benefit funds operated by the Council;
- (f) contributions to Council funds shall be deducted;
- (g) contributions to the Medical Benefit Society shall be deducted;
- (h) the cost of equipment supplied to employees may be deducted in terms of clause 16 of this Agreement;

- (i) if, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wages of such employee only for the time lost in excess of two hours;
 - (j) any amount paid by an employer on behalf of an employee in order to comply with any law or order of court may be deducted;
 - (k) with the written consent of an employee, deductions may be made from the wages and/or holiday pay for amounts owing to an employer in respect of money borrowed and in respect of goods purchased by the employee from the employer: Provided that the amounts so deducted in respect of such goods purchased shall not exceed one-third of the amount due to the employee as wages or holiday pay;
 - (l) contributions to the Slack Pay Fund shall be deducted;
 - (m) contributions to the Provident Fund shall be deducted;
 - (n) an employer shall deduct trade union subscriptions and levies from trade union members on written authorisation, other than where an exemption has been granted by the Bargaining Council: Provided such monies have been determined in terms of the union's constitution; the employer shall forward such amounts so deducted to the Secretary of the Council; PO Box 5101, Johannesburg, 2000, for transmission to the union;
 - (o) contributions to the Sick Pay Fund shall be deducted;
 - (p) an amount may be deducted in respect of the cost of an over-all supplied as provided in clause 16 (2) of this Agreement.
- (3) (a) All cash payments to employees shall be made in sealed envelopes which shall be retained by the employee.
- (b) Payments may be made by bank transfer, bank deposit or by cheque.
- (c) Payments must be accompanied by a payslip with the following details: Name and factory number of the employee, the weekly wage, number of hours worked, amount earned for the time worked, amount of any bonuses earned, amount of holiday pay (if any), details of all deductions made from such amount, the amount contained in the envelope and the week in respect of which the wages are paid.
- (4) Particulars of all deductions made shall be entered in the wage register.
- (5) An employee, on commencement of maternity leave, shall be entitled to a payment in terms of clause 7 (7) (d) of the Fund Collective Agreement.
- (6) (a) Each employee must be paid a bonus on the day of his employer's annual closure in December of each year, equivalent to 1,5% of his total annual basic wage calculated from 1 January to 31 December: Provided that a pro rata share of the bonus shall be paid to an employee who leaves employment before the annual closure.
- (b) The bonus is inclusive of and not additional to any bonus paid by an employer.
- (c) For purposes of calculating this bonus, absences of any nature may not be taken into consideration.

8. PROPORTION OR RATIO OF EMPLOYEES

(1) An employer shall not employ an unqualified employee unless he has in his employ two qualified employees, and for every two qualified employees not more than three unqualified employees shall be employed: Provided that for the purpose of this subclause an unqualified employee receiving not less than the total wage of a qualified employee of his class shall be reckoned as a qualified employee: Provided further that employees, for whom a flat rate of payment is prescribed, shall not be included for the purposes of this subclause.

(2) Notwithstanding the provisions of subclause (1), no employer shall employ an assistant supervisor unless he has in his employ a supervisor, and for each supervisor he has in his employ, not more than three assistant supervisors shall be employed.

9. HOURS OF WORK

- (1) No employer shall require or permit an employee, other than an employee referred to in subclause (4)—
- (a) to work for more than 40 hours, excluding meal intervals, in any one week;
 - (b) to work for more than five days in any one week;
 - (c) to work on Saturdays or Sundays;
 - (d) to work more than eight hours per day: Provided that extra time not exceeding 30 minutes per day may be worked on a Monday, Tuesday, Wednesday and Thursday if the working time on Friday of such wage week is shortened by the extra time worked or to be worked on the other four days;
 - (e) to work before 07:00 or later than 16:45 or during the rest intervals provided for in subclause (2) of this clause, on any day from Monday to Friday, inclusive;
 - (f) to work more than five hours, without a meal interval of not less than 30 minutes and not more than one hour's duration, except in accordance with the provisions of clause 10 of this Agreement.

(2) Rest intervals of not less than 10 minutes, during which no work shall be performed, shall be allowed to each employee not later than two hours after the commencement of the morning work period and as near as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available to the employees at the commencement of each rest interval and meal interval every day from Monday to Friday, inclusive.

(3) An employer may only require or permit an employee to perform nightwork, if so agreed, and if—

- (a) the employee is compensated by the payment of an allowance, which may be a shift allowance, or by a reduction of working hours; and
- (b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.

(4) **Exclusions:** The provisions of this clause shall not apply to a watchman: Provided that the watchman shall not be required to work—

- (a) for more than 55 hours per week until 30 November 1999 and thereafter 50 hours per week; or
- (b) for more than six days in any week:

Provided further that the employer may require his watchman to work on the seventh day of the week and pay the watchman in addition to his weekly wage an amount equal to two-sixths of such weekly wage in respect of work done on such seventh day.

10. OVERTIME AND SUNDAY WORK

(1) Overtime, that is time worked in excess of the hours prescribed in clauses 9 (1) (a) and (d), and 5 (a) and (b), may not be worked in excess of the limitations laid down in subclause (2) without the prior written consent of the Council.

(2) Notwithstanding the provisions of clause 9 (1), an employer may, subject to the provisions of this clause, permit an employee to work overtime: Provided that no employer shall permit any employee to work overtime—

- (a) for more than two hours on any working day;
- (b) on more than three consecutive days;
- (c) for more than 10 hours in any calendar week;
- (d) on more than 60 days in any year;
- (e) after completion of his ordinary working hours, for more than one hour on any day, unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before he has to commence overtime; or
 - (iii) paid such employee an allowance of R5,00 in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) Payment for overtime worked shall be made at the rate of one-and-a-half times the hourly wage for each hour or part of an hour so worked from Monday to Saturday. Work performed on a Saturday in excess of 4 hours and 15 minutes or after 12:00 shall be remunerated at double the ordinary rate of pay.

(4) An employer must pay an employee who works on a Sunday—

- (a) for less than four hours, an ordinary day's wage;
- (b) for more than four hours, the greater of—
 - (i) double the employee's rate of pay for the number of hours worked, or
 - (ii) double an ordinary day's wage.

(5) No employee shall be required to work overtime without his consent.

(6) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

(7) No employee shall be required or permitted to work overtime between the hours of 18:00 and 06:00.

(8) **Exclusions:** The provisions of subclauses (2) (b), (3) and (4) shall not apply to a watchman.

11. REGISTRATION OF AN EMPLOYER

(1) Every employer on whom this Agreement is binding and who has not already done so in terms of the previous agreement, shall within seven days of the date on which this Agreement becomes binding furnish to the Secretary of the Council the particulars set out in Annexure D to this Agreement.

(2) Where an employer carries on business as a partnership, company or close corporation, the particulars set out in annexure D to this Agreement shall be provided in respect of each partner, director or member of the business, as the case may be.

(3) When an employer's business undergoes any of the following changes, the employer shall furnish to the Secretary of the Council a notice in writing setting out full particulars of such change within seven days of its taking place:

- (a) A change of name;
- (b) a change of address;
- (c) changes in the composition of its members or partners or directors;
- (d) the sequestration or liquidation of the business;
- (e) the transfer or abandonment of the business;
- (f) the acquisition of another business which is covered by the Agreement;
- (g) the commencement of any other business covered by this Agreement.

12. HOLIDAY LEAVE

(1) Every employer shall, subject to the provisions of subclause (2), in the month of December of each year and not later than the 24th of that month, grant to each of his employees who has been in his employ from any date prior to the first day of February of the same year, and whose services have not been terminated before 1 December, 15 working days' holiday on full pay: Provided that an employee who during any year has been absent from work for a continuous period of six months or more on confinement or 12 weeks or more for any other reason, shall be paid holiday pay in terms of subclause (2). The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of the employee before commencement of the period of holiday leave.

(2) An employee—

- (a) who commenced work with an employer on or after 1 February in any year; or
- (b) who commenced work with an employer before 1 February in any year, and whose employment terminated before 1 December of that year,

shall be paid in lieu of holiday leave for the period of employment in that year an amount equal to $a - b \times c \times d$, where—

a = 15 days

b = 12

c = actual weekly wage divided by 5

d = number of months of employment in the current year.

The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of that year or, if the employee's employment terminates before that day, on the day he leaves the employer's service except as provided for in clause 13 (5) of this Agreement.

(3) In determining the period of employment in respect of which holiday pay must be calculated in terms of subclause (2), the expression "employment" shall be deemed to include any period during which an employee—

- (a) is absent from work on the instructions or at the request of the employer;
- (b) is on sick leave, provided a medical certificate for the period or periods of absence has been produced;
- (c) is on maternity leave, provided a medical certificate to this effect has been produced;

amounting in the aggregate in any year to not more than 12 weeks in respect of the periods referred to in paragraphs (a) and (b) plus up to six months in respect of the period referred to in paragraph (c).

(4) Every employer shall grant to each of his employees, including watchmen, New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day, Day of Goodwill 31 December 1999 and 2 January 2000 as paid holidays, and no employer shall employ an employee and no employee shall work on these fourteen (14) days and, in addition, each employer shall grant to all of his employees who have worked the whole morning period of the Thursday preceding Good Friday time off from the commencement of the normal meal interval until the normal closing time and such time lost shall be regarded as time worked: Provided that where an employee is absent on the employer's instructions, he shall be entitled to payment for the Thursday afternoon period preceding Good Friday.

(5) In the event of an employer closing his factory in terms of subclause (1) for a period which includes the Day of Reconciliation, Christmas Day, Day of Goodwill the 31 December 1999 New Year's Day or 2 January 2000 such employer shall pay a full day's pay in respect of each of such day to each of his employees in his employ on the date he so closes his factory. In addition, he shall pay a full day's pay in respect of these six paid public holidays to each employee whose contract of service is terminated on or after the 15th day of November but before the date he closes his factory: Provided that such an employee has been in continuous employment of his employer for a period of not less than six months immediately prior to the 15th day of November: Provided further that the contract is not terminated by the employee concerned or that he is not summarily dismissed for any good cause recognised by law as sufficient.

The provisions of this subclause shall not apply to cases where the reason for the employer's closing his factory is his intention forthwith to discontinue business in the Industry. For the purposes of this subclause, the expression "employment" shall have the same meaning as in subclause (3).

(6) For the purposes of this clause, "day's pay" means the "weekly wage" divided by five, and "full pay" means the "wage" paid immediately prior to the commencement of the holiday leave prescribed in subclause (1).

(7) In the event of New Year's Day, Human Rights Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day, Day of Goodwill, the 31 December 1999 and 2 January 2000 falling on a Saturday or Sunday, the employer shall, subject to subclause (5) of this clause, pay to each of his employees an extra day's pay on the first day after such day or when payment for these days is payable in terms of this clause or, alternatively, shall grant the Monday following such public holiday as a holiday and shall pay a day's pay to each of his employees in respect thereof.

(8) Notwithstanding the provisions of clause 7 (2), an employer may close his establishment on any other three days with the consent of the majority of his employees, and in that event shall not be obliged to pay wages in respect of such days: Provided that he shall afford his employees the opportunity of working in the time lost in respect of any such days, on any day other than a Sunday, at ordinary rates of pay should the majority of his employees so agree: Provided further that an employer shall notify his employees of his intention to close the workplace on such days by means of a notice posted in a prominent place in his workplace at least 24 hours prior to the usual starting time of the first day of closure, and that the Council be notified thereof in writing.

(9) (a) An employee is entitled to six consecutive months' unpaid maternity leave.

(b) An employee may commence maternity leave—

(i) at any time from four weeks before the expected date of birth, unless otherwise agreed; or

(ii) on a date from which a medical practitioner or midwife certifies that it is necessary for the employee's health or that of her unborn child.

(c) 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.

(d) 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.

(e) 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—

(i) commence maternity leave; and

(ii) return to work after maternity leave.

(f) Notification in terms of subparagraph (e) must be given—

(i) at least four weeks before the employee intends to commence maternity leave; or

(ii) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(10) (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 nightwork, as defined in this Agreement, 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.

(11) (a) An employer must grant an employee who has been in his employ for longer than four months, three days' unpaid family responsibility leave, which the employee is entitled to take—

(i) when the employee's child is born;

(ii) when the employee's child is sick; or

(iii) in the event of the death of—

(aa) the employee's spouse or life partner; or

(ab) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

(b) An employee may take family responsibility leave in respect of the whole or a part of a day.

(c) Before granting an employee family responsibility leave in terms of this subclause, an employer may require reasonable proof of an event contemplated in paragraph (i) (a) for which the leave was required.

(d) An employee's unused entitlement to leave in terms of this subclause lapses at the end of the annual leave cycle in which it accrues.

(e) **Exclusions:** The provisions of this clause shall not apply to a watchman: Provided that a watchman shall be granted four weeks' holiday leave on full pay, plus payment of an amount equal to one-quarter of his weekly wage, during each period of 12 months' employment: Provided further that should such watchman's employment be terminated before such leave is granted he shall be paid in lieu of such leave two-and-a-fifth times his daily wage in respect of each complete month of employment, calculated from the date of commencement of his employment or from the first day after the last 12 months' period in respect of which he was granted four weeks' holiday leave, as specified in this subclause.

For the purposes of this subclause, the daily wage of a watchman shall be one-sixth of his weekly wage.

13. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of paragraphs (d), (e) and (f) of this subclause, written notice of not less than five working days, which for the purposes of this clause shall include paid holidays, to take effect from the working day following that on which it is given shall be given by an employer or an employee to terminate a contract of service: Provided that this shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient;
- (b) any written agreement between the employer and the employee providing for a longer period of notice than one week: Provided further that—
 - (i) an employer may pay an employee wages for and in lieu of the period of notice specified in this clause or agreed upon in terms of subclause (1) (b);
 - (ii) an employee who is working short time may terminate his employment without giving notice;
 - (iii) the first 20 working days, in respect of weekly paid employees, or the first 35 days in respect of monthly paid employees, of the period of employment of an employee by an employer shall (unless otherwise stated in a written agreement) be deemed to be a trial period and such employment may be terminated either by the employer or by the employee at any time within such trial period by giving 24 hours' notice;
- (c) monthly paid employees shall give or be given not less than 30 days' notice, in writing, to be given in advance on the first or the 15th day of the month to take effect from such day.

(2) An employee put off during the currency of any period of notice given in terms of subclause (1) shall receive full pay for such week, or in the case of a monthly paid employee, full pay for the unexpired period of such notice.

(3) No employer shall terminate the services of any employee by reason of such employee's—

- (a) approaching confinement;
- (b) absence from work through illness: Provided that—
 - (i) the employer is notified within three working days of the commencement of such illness; and
 - (ii) a medical certificate for the period of absence is provided on the employee's return to work;
- (c) absence on leave, upon obtaining written permission from the employer for such leave.

(4) Subject to the provisions of subclause (3), the employment of an employee who absents himself from work for a period of five consecutive working days without notifying his employer may be terminated by the employer without notice: Provided that—

- (a) the employer attempts to contact the employee in writing at the last-known address supplied by the employee;
- (b) the employee shall be allowed to lodge with his employer a written appeal against his dismissal.

(5) If an employee leaves without notice, the employer shall have the right to withhold an amount not exceeding the weekly wage if the employee is paid a weekly or monthly wage if such employee is paid monthly, in lieu of notice: Provided that the Council shall be notified in writing and any money owing to the employee after the above deduction, shall be sent to the Council's offices within seven days of the fifth day of absence.

The provisions of this subclause shall *mutatis mutandis* apply to any termination of employment in terms of subclause (1)

(a).

(6) If an employee leaves without notice, the employer shall have the right to withhold an amount not exceeding the weekly wage of such employee, and the employee's service card, together with any balance of wages and holiday pay due, shall be forwarded to the Secretary of the Bargaining Council, P.O. Box 5101, Johannesburg, 2000, not earlier than the tenth day nor later than the 21st day of such absence. Any amount so withheld by the employer shall be forfeited by the employee concerned unless such employee can prove that he did not leave without notice.

(7) 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 12.

(8) Subject to the provisions of subclause (3) (b), no notice shall be given during absence on sick leave or confinement leave as provided for in clause 12 (9).

(9) Notwithstanding the provisions of subclauses (1), (3) and (4), no employer shall, in terms of the Act, unfairly terminate the services of an employee.

14. SEVERANCE PAY

(1) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's wages for each completed year of continuous service with that employer: Provided that previous employment with the same employer must be taken into account if the break between the periods of employment is less than one year.

(2) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer shall not be entitled to severance pay in terms of subclause (1).

(3) The payment of severance pay in compliance with this clause shall not affect an employee's right to any other amount payable in terms of this Agreement.

(4) Where an employee aged 50 years or older, subject to subclause (5) below, is retrenched, such employee shall receive the stipulated enhanced Provident Fund benefit due in terms of the rules of the Fund. The employer's liability in respect of retrenchment benefits for such employee shall be limited to the payment of the difference between the said enhanced Provident Fund benefit and the amount of severance pay reflected in subclause (1) above where the enhanced Provident Fund benefit is less than the severance pay.

(5) Where an employee reaches the stipulated retirement age of 60 years or older, the employer shall have no liability for retrenchment pay.

15. PREMIUMS

No premium shall be charged or accepted by an employer for the training of an employee.

16. OVERALLS AND EQUIPMENT

A. OVERALLS

- (1) Every employer shall, within three months of the commencement of employment of an employee, issue an employee with a new overall and shall annually thereafter issue such employee with a new overall: Provided that if overalls were issued to an employee in terms of the former clause 25, the new overall shall be issued to such employee not later than 1 July of each year. An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering, away from the workplace where he is employed, of such overalls: Provided further that an employer may launder his overalls and withdraw the right of an employee to take such overalls away from the workplace where he is employed.
- (2) An employee shall, on termination of his services, return the overall last issued to him, and should an employee fail to return the overall, the employer shall be entitled to deduct R5,00 from his wages and/or holiday pay.
- (3) For the purposes of his clause, the terms "overall" shall include protective garments approved by the Council.
- (4) Every employer shall keep a record of overalls issued reflecting the name of the employee receiving the overall, the signature of the employee, the date of issue and date of return and shall retain such record for inspection by the Council's designated agents, as required.

B. EQUIPMENT

- (1) Every employer shall supply equipment to his employees who need them for the purpose of their employment, at the price paid therefor by the employer.
- (2) The cost of such equipment may be deducted from the employee's wages in weekly instalments, as mutually agreed upon between the employer and employee.
- (3) The employer shall keep the equipment in good order, free of charge.
- (4) An employee shall be responsible for the replacement of the equipment issued to him which have been lost, provided that the employer supplied the employee with individually lockable storage for such equipment.

17. CONTRACTS

(1) Existing contracts:

Any contract of service in operation of the date of commencement of this Agreement of concluded subsequent to such date shall be subject to the provisions of this Agreement.

(2) Fixed term contracts:

- (a) An employer may engage fixed-term contract employees for a specific period and/or until the completion of a specific short-term task;

- (b) any employee engaged on a fixed-term contract must be employed, subject to the same terms and conditions as prescribed in this Collective Agreement and other employees of the same job category;
- (c) a fixed-term contract must be reduced to writing and must stipulate the commencement and termination dates and/or completion date of the contract task;
- (d) copies of all fixed-term contracts (as well as accompanying exemption applications where applicable) concluded in the Industry must be forwarded to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, for registration and processing by no later than seven days after commencement of duty of such employee.

18. ENGAGEMENT OF PERMANENT AND CONTRACT EMPLOYEES

(1) An employer shall, before engaging an applicant for work, require such applicant to produce a service card issued by the Council, which shall be in the form of Annexure A to this Agreement: Provided that, in the case of persons who have not previously been employed in the Clothing Industry (Northern Areas), a period of seven days may elapse before production of the service card shall be required.

(2) If, during or on completion of the trial period in terms of clause 13 (1) (b) (iii), the contract of service is confirmed, the employer shall immediately on such confirmation enter in the service card the name of his factory, occupation of the employee, date of commencement of employment and prescribed wage of such employee and forward the card, within three days of such confirmation, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, for checking, together with a statement in the form of Annexure B.

(3) Such information as is required by the Council shall be taken from the service card as soon as reasonably possible, after which the card shall be returned to the employer who shall retain it until the employee leaves his employ, whereupon the employer shall enter on the card the date of termination of employment and the prescribed wage on termination and return the card to the employee. The employee shall thereupon surrender his doctor's card in exchange for his service card: Provided that if the employee is unable to surrender his doctor's card the employer shall immediately forward the service card to the Council's office, where the employee may make application for the service card.

(4) If, during a period of employment, an employee is transferred from one occupation to another, the employer shall, immediately on such transfer, enter in the service card the new occupation of the employee, the date of such transfer and the wage paid to such employee on the date of transfer, and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, for checking, together with a statement in the form of Annexure B.

19. EXEMPTIONS

A. For any business entity registered with and falling within the Council's registered scope:

- (1) Any business entity registered with and falling within the Council's registered scope may apply to the Council for exemption from any or all of the provisions of this Agreement.
- (2) All applications for exemption shall be made in writing, on an application form provided by the Council. The applicant shall annex a copy of its council registration certificate to the application and shall address the application to the Secretary of the Council for consideration by the Council.
- (3) All applications for exemption must be fully motivated and supported by any relevant documentation and, in addition, must contain the following information:
 - (a) The period of which the exemption is sought;
 - (b) the number of employees affected;
 - (c) the clauses and subclauses of this Agreement from which the exemption is requested;
 - (d) satisfactory proof that the exemption applied for has been discussed between the employer, the employees affected and/or their respective representatives, including the response resulting from such discussions either in support of or in opposition to the application.
- (4) If the exemption application is expressed by the applicant to be urgent, the Secretary shall examine the application to determine whether it is urgent. If the Secretary decides that the application is urgent, then he shall refer the application to the chairperson of the Council, who shall convene a meeting of the Council within seven days of receipt of the application from the Secretary to consider the application. If the Secretary decides that the application is not urgent, then he shall deal with it in the ordinary course as set out below.
- (5) The Secretary of the Council shall place the full exemption application before the appropriate meeting of the Council for its consideration, including any background information which may be required and which the Secretary of the Council can provide.
- (6) The Council may, after considering the application, including any urgent application, in terms of the provisions and criteria outlined in this Agreement 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.

- (7) The appropriate Council meeting shall consider all applications for exemption having regard to all relevant information, and in particular to—
- (a) The written and verbal (if any) motivation provided by the applicant, and supporting documentation;
 - (b) the extent of discussion between employer and employees affected and their respective representatives, where applicable, including the responses of these persons to the application;
 - (c) the terms of the exemptions sought, including the period thereof;
 - (d) any possible infringement of basic conditions of employment rights which may result if the exemption is granted;
 - (e) whether or not a competitive advantage will be afforded to the applicant should the exemption be granted, including its broader impact on the Industry as a whole and on other stakeholders within the Industry who may be disadvantaged by the granting of an exemption;
 - (f) if the exemption sought is from any employee benefit fund or training provision, the sufficiency of the alternative benefit or provisions proposed by the applicant, including such factors as the cost to the employee, transferability, administration, management, costs, growth and stability;
 - (g) the extent to which the proposed exemption may undermine collective bargaining and labour peace in the Industry or sector concerned;
 - (h) any existing special financial economic or other circumstances which are put forward by the applicant as reasons warranting the granting of the exemption: Provided that the Council may require the disclosure of such relevant, verifiable information as it may deem fit in this regard;
 - (i) the current status of the business entity and/or its shareholders, directors and owners within the Industry, including its period of operation, and in particular whether or not the entity is a new emerging enterprise;
 - (j) the current status of the business entity *vis-à-vis* the Council, including whether any levies or contributions to benefit funds are outstanding, and any previous exemptions which may have been granted by the Council;
 - (k) any representations made by the employees and/or their representatives, the Council and/or parties to the Council as contemplated in subclauses (3) (d) and (5) above;
 - (l) any possible alternatives which may be acceptable to the applicant and/or any other interested party in the circumstances;
 - (m) the cost, efficiency and administration of any conditions which the Council may feel necessary to impose, and the re-evaluation thereof.
- (8) The Council shall notify an applicant of its decision within 14 days of such decision having been reached and—
- (a) if the application has been granted, the Council 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 exemptions is to be valid;
 - (iii) the clauses or subclauses of the Agreement for which the exemption is granted;
 - (b) upon receipt of a written request, the Council shall provide reasons for its decision to grant the exemption to any party which has an interest in the matter;
 - (c) if the application for exemption is rejected, the Council shall provide concise reasons for such rejection to the applicant within 14 days of the date of its decision.
- (9) Any decision of the Council to reject, partially grant or withdraw an application may be referred by the applicant to the Independent Exemptions Board (styled the Exemptions Board) hereby established in terms of the Act and the Constitution of the Council and the provisions of subclauses (1) to (8) above, shall *mutatis mutandis* apply when appeals are heard and decided upon by the Exemptions Board.

B. For any employer who is a party or a member of a party to the Council and its employees represented by a trade union representative:

- (1) (a) Exemption from the provisions of regional bargaining council agreements will be granted in the following circumstances:
 - (i) Where the employer who is a party or a member of a party of the Council and its employees, represented by a trade union representative as defined in the Act, has concluded a collective agreement in accordance with the procedure set out in subclause (2) below to vary such provisions: Provided that—
 - (aa) the collective agreement does not contravene the minimum employment standards in this Agreement, any law or the provisions of the Agreement dated 25 May 1993 between the Cape Clothing Manufacturers' Association, the Cape Knitting Industry

Association, the Garment Manufacturers' Association of the Western Cape, the Eastern Province Clothing Manufacturers' Association, the Natal Clothing Manufacturers' Association, the Orange Free State and Northern Cape Clothing Manufacturers' Association, the Transvaal Clothing Manufacturers' Association (incorporating the Transvaal Knitters' Association) and the Southern African Clothing and Textile Workers' Union;

- (ab) wage rates and contributions to social funds, including the Council's fund, may not be amended without the Council's approval;
- (ii) where the Exemptions Board established by the Council requires the Council to do so after granting an application for exemption;
- (iii) upon application by an employer employing five or fewer employees.
- (b) An application for exemption must be made to the Council in accordance with the Council's exemption procedure as provided for in subclause (2) and (3) of A above.
- (2) An employer who is a party or a member of a party to the Council will implement the following procedure in order to conclude a Collective Agreement as set out in subclause (1) (a) (i) above:
 - (a) The employer shall place on the notice board of the establishment a notice to the employees specifying the proposed variation to this Agreement. At the same time, a copy of the notice will be sent to the union.
 - (b) A meeting shall take place at the establishment in order to reach an agreement on the proposed variation, which agreement shall be reduced to writing. In the absence of agreement, the employer undertakes not to refer an application for exemption to the Exemptions Board established by the Council.
 - (c) The agreement shall be referred to the Council for registration and any agreement concluded in terms of paragraph (1) (a) (i) above that is in contravention of any law or the minimum employment standards set out in this Agreement shall be null and void *ab initio*.

20. POWERS OF DESIGNATED AGENTS AND APPOINTED CONCILIATORS AND ARBITRATORS

(1) A designated agent who has been appointed to attempt to resolve a dispute or investigate any alleged contravention and for purposes of routine inspections to enforce compliance with this Agreement in terms of clause 21 of this Agreement or the Disputes' Procedure in terms of clause 22 of this Agreement, may—

- (a) subpoena for questioning any person who may be able to give information or whose presence at the conciliation or arbitration proceedings may help to resolve the dispute;
- (b) subpoena any person who is believed to have possession or control of any book, document or object relevant to the resolution of the dispute to appear before the designated agent to be questioned or to produce that book, document or object;
- (c) administer an oath or accept affirmation from any person called to give evidence or be questioned;
- (d) at any reasonable time, but only after obtaining the necessary written authorisation—
 - (i) enter and inspect any premises on or in which any book, document or object relevant to the resolution of the dispute is to be found or is suspected on reasonable grounds of being found there;
 - (ii) examine, demand the production of, and seize any book, document or object that is on or in those premises and that is relevant to the resolution of the dispute; and
 - (iii) take a statement in respect of any matter relevant to the resolution of the dispute from any person on the premises who is willing to make a statement;
- (e) inspect and retain, for a reasonable period, any of the books, documents or objects that have been produced to, or seized by, the designated agent.

(2) A subpoena issued for any purpose in terms of subclause (1) must be signed by the Secretary of the Council and must—

- (a) specifically require the person named in it to appear before the designated 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.

(3) The written authorisation referred to in subclause (1) (d)—

- (a) If it relates to residential premises, may be given only by a judge of the Labour Court and with due regard to section 14 of the Constitution of the Republic of South Africa, 1996, and then only on the application of the designated agent setting out under oath or affirmation the following information:
 - (i) The nature of the dispute;
 - (ii) the relevance of any book, document or object to the resolution of the dispute;

- (iii) the presence of any book document or object on the premises; and
- (iv) the need to enter, inspect or seize the book document or object;
- (b) in all other cases, may be given by the Secretary of the Council.
- (4) The owner or occupier of any premises that a designated agent is authorised to enter and inspect, and every person employed by that owner or occupier, must provide facilities that a designated agent requires to enter those premises and to carry out the inspection or seizure.
- (5) The designated agent must issue a receipt for any book, document or object seized in terms of subclause (4).
- (6) The law relating to privilege, as it applies to a witness subpoenaed to give evidence or to produce any book, document or object before a court of law, applies equally in terms of this clause.
- (7) The designated agent must pay to each person who appears before him in response to a subpoena issued the specified witness fee, as may be determined by the Council from time to time.
- (8) A person commits contempts of the designated agent—
 - (a) if, after having been subpoenaed before him, the person without good cause does not attend at the time and place stated in the subpoena;
 - (b) if, after having appeared in response to a subpoena, that person fails to remain in attendance until excused by the designated agent;
 - (c) by refusing to take the oath or to make an affirmation as a witness when a designated agent so requires;
 - (d) by refusing to answer any question fully and to the best of that person's knowledge and belief, subject to subclause (6);
 - (e) if the person, without good cause, fails to produce the book, document or object specified in a subpoena to a designated agent;
 - (f) if the person wilfully hinders a designated agent in performing any function conferred by or in terms of the Act;
 - (g) if the person insults or disparages or belittles a designated agent, or prejudices or improperly influences an investigation, or improperly anticipates a designated agent's recommendations;
 - (h) by wilfully interrupting the conciliation or arbitration proceedings or misbehaving in any other manner during those proceedings;
 - (i) by doing anything else in relation to the designated agent which, if done in relation to a court of law, would have been contempt of court.
- (9) The designated agent may refer any contempt to the Labour Court for an appropriate order.

21. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

- (1) The Council shall take all reasonable steps necessary to ensure compliance with this Agreement. If, whether through its own investigations or through any other source, it appears that the provisions of this Agreement have been breached, then the following procedure shall apply to enforce compliance:
 - (a) The Council shall appoint a designated agent to investigate the alleged breach and/or refer the matter to the Council.
 - (b) If, upon completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the designated agent may endeavour to secure compliance with the Agreement through conciliation.
 - (c) At the end of the conciliation process, the designated agent shall submit a report to the Secretary of the Council as to the result of the investigation, the steps taken to secure compliance with this Agreement through conciliation and the outcome thereof.
 - (d) Upon receipt of the report, the Secretary of the Council may—
 - (i) require the designated agent to make further investigations; or
 - (ii) refer the matter to arbitration in terms of this Agreement; or
 - (iii) take such other steps as may be deemed reasonable.
 - (e) If the Secretary of the Council decides to refer the matter to arbitration, he must appoint an arbitrator to hear and determine the alleged breach of this Agreement.
 - (f) The arbitrator, in consultation with all the parties who may have a legal interest in the outcome of the arbitration, shall decide the date, time and venue of the arbitration hearing.
 - (g) The Secretary of the Council shall serve notices of the date, time and venue of the arbitration on all the parties who may have a legal interest in the outcome of the arbitration.
 - (h) Any party who has a legal interest in the outcome of the arbitration shall have the right to—
 - (i) give evidence;
 - (ii) call witnesses;
 - (iii) question the witnesses of any other party;

- (iv) address concluding arguments to the arbitrator;
- (v) be represented by—
 - (aa) legal practitioner; or
 - (ab) an office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employer thereof.
- (i) The arbitrator shall have the following powers:
 - (i) To determine whether there has been a breach of the Agreement;
 - (ii) to make an appropriate award that gives effect to the Agreement and ensures compliance therewith;
 - (iii) to determine the appropriate form of and the procedure to be followed at the arbitration proceedings;
 - (iv) to make any order as to costs that he deems appropriate and where the Act provides for such an order to be made or for the Council to recover its costs of providing the arbitration service: Provided that where the Council's accredited conciliator has made an advisory award in terms of clause 22 (3) (c) which is substantially the same as the award made by the arbitrator, the arbitrator shall make a costs order against the party concerned which shall, as a minimum, cover the Council's cost of dealing with the dispute;
 - (v) to make an award in the absence of a party who is alleged to have breached the Agreement if—
 - (aa) the party fails to appear in person or be represented at the arbitration proceedings; and
 - (ab) proof is presented that such party has been notified of the proceedings; notice of the arbitration proceedings shall be deemed to have been given if proof is presented that written notification has been forwarded to such party; and
 - (ac) prima facie evidence has been presented to the arbitrator that the party in question has failed to comply with this Agreement;
 - (vi) vary, rescind or amend any arbitration award made by him or any other arbitrator on good cause shown; without limiting the generality hereof the arbitrator shall have this power if—
 - (aa) the award was erroneously sought or erroneously made in the absence of any party effected by the award;
 - (ab) the award is ambiguous or contains an obvious error or omission, but only to the effect of that ambiguity, error or omission;
 - (ac) the award was granted as a result of a mistake common to the parties to the proceedings.
 - (j) Any award made by the arbitrator together with any reasons shall be served on all interested parties by the Council.
 - (k) The Secretary of the Council may apply to make the arbitration award on order of the Labour Court in terms of section 158 (1) of the Act.

22. DISPUTES PROCEDURE

(1) Accreditation:

- (a) The Council must apply for accreditation for the purposes of dispute resolution as provided for in the Act.
- (b) In the event of the Council not being accredited for whatever reason, the Council must employ the services of an accredited agency to perform the conciliation and arbitration services provided for herein.

(2) Scope of application:

- (a) In this clause, "dispute" means any dispute which arises within the registered scope of the Council about a matter of mutual interest between—
 - (i) on the one side—
 - (aa) one or more trade unions;
 - (ab) one or more employees; or
 - (ac) one or more trade unions and one or more employees; and
 - (ii) on the other side—
 - (aa) one or more employers' organisations;
 - (ab) one or more employers; or
 - (ac) one or more employers' organisations and one or more employers.
- (b) For 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.

(3) Referral and conciliation of disputes between Parties to the Council:

Parties to the Council must resolve any dispute between themselves as follows:

- (a) Any of the parties to the dispute may refer the dispute to the Council. Except for disputes which arise from negotiations for the purpose of reaching a collective agreement in the Council or any other forum agreed to between the parties, all dispute referrals must be in writing, setting out the nature of the dispute and the outcome sought. The party who refers the dispute to the Council must satisfy it that a copy of the referral has been served on all the other parties to the dispute. The Council must attempt to resolve the dispute through conciliation within 30 days from the date of the Council receiving a written referral of the dispute: Provided that if the dispute arose from negotiations for the purpose of reaching a collective agreement in the Council, the Council must attempt to resolve the dispute through conciliation within 30 days from the date of the nature of the dispute first being minuted in the Council or in terms of any agreement reached in any other forum. The parties to the dispute may agree in writing to extend the 30 day period.
- (b) Disputes about the interpretation or application of this Collective Agreement concluded in the Council must be dealt with by the Council: Provided that unfair dismissal disputes must be dealt with by the Council.
- (c) The Council, or accredited conciliator appointed by it, must, during the conciliation proceedings, attempt to resolve the dispute, which may include—
 - (i) mediating the dispute and/or appointing a conciliator from the panel to conciliate the dispute;
 - (ii) conducting a fact-finding exercise; and
 - (iii) making a recommendation to the parties, which may be in the form of an advisory arbitration award.
- (d) In the conciliation proceedings a party to the dispute may appear in person or be represented only by a co-employee or by a member, an office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or an employee.
- (e) When the conciliation has failed, or at the end of the 30-day period, or any further period agreed between the parties in writing, the Secretary of the Council must issue a certificate stating whether or not the dispute has been resolved.

(4) Adjudication of certain disputes between the Parties to the Council:

- (a) If the dispute remains unresolved after conciliation, the Council must—
 - (i) arbitrate the dispute if any party to the dispute has requested the Council in writing that it be resolved through arbitration, and—
 - (aa) the Act requires arbitration; or
 - (ab) the dispute relates to an unfair dismissal for which the Act permits the dispute to be referred to the Labour Court, save in respect of a dismissal which the employer alleges is—
 - (A) based on the employer's operational requirements; or
 - (B) for participating in or supporting or indicating an intention to participate in or support a strike or protest action;
 which must be dealt with in terms of clause 22 (4) (a) (ii) below;
 - (ac) the dispute relates to the interpretation, application or enforcement of this Collective Agreement concluded in the Council; or
 - (ad) all the parties to the dispute consent, in writing, to arbitration being conducted under the auspices of the Council in terms of clause 22 (6).
- (ii) Subject to clause 22 (4) (i) (ab) above, refer the dispute to the Labour Court if the Act requires the dispute to be referred to the Labour Court and any party to the dispute has requested the Council in writing to refer the dispute on its behalf to the Labour Court.

Parties shall not be entitled to refer the disputes identified in clause 22 (4) (a) (i) (ab) and (ac) to the Labour Court or Labour Appeal.

(5) Appointment of conciliation and arbitration panel:

- (a) The conciliator or arbitrator appointed must be selected from the panel appointed by the Council. An employee of the Council shall be eligible for appointment to the panel provided that, should the Council have an interest in the dispute to be conciliated and/or arbitrated, employees of the Council will not be eligible to arbitrate the dispute.
- (b) The panel shall consist of six conciliators and/or arbitrators, and all parties to the Council must attempt to reach agreement on the persons to be appointed to the Panel. In the event that the parties to the Council cannot agree on the appointment of some or all of the conciliators and/or 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 the Panel, and the employer parties to the Council must do likewise;

- (ii) the list prepared by the parties must be exchanged, and each party must rank the nominees of the other party in order of their preference;
 - (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 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 Secretary of the Council will draw the name of the remaining appointee.
- (c) Conciliators and/or arbitrators are to be appointed to the Panel for a period of two years, after which period they may be reappointed by agreement between all the parties to the Council. Should any or all of the persons not be reappointed, all parties to the Council must attempt to reach agreement on the persons to be appointed to the Panel, failing which the remaining vacancies will be filled according to the method described in subclause (5) (a).
 - (d) Despite subclause (5) (a) above, the parties to the Council shall have the power, by unanimous agreement, to replace any conciliator(s) and/or arbitrator(s) on the Panel with another person/other persons.
 - (e) Conciliators and arbitrators must be allocated to persons on the Panel on a rotational basis by the Secretary of the Council, unless the parties to the dispute agree upon a conciliator and/or arbitrator from the relevant panel.

(6) Arbitrations:

- (a) The arbitrator, in consultation with the parties to the dispute, must decide the date, time and venue of the arbitration: Provided that, unless the parties agree to an extension or the circumstances warrant it, the date of the arbitration shall be within 14 days of the referral to arbitration by the Council.
- (b) The Secretary of the Council must serve notices of the date, time and venue of the arbitration on the parties to the dispute.
- (c) 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 him to be frivolous or vexatious.
- (d) Subject to subclause (6) (f) below, any party who has a legal interest in the outcome of the arbitration and whose application in terms of subclause (6) (c) above has been granted by the arbitrator, shall have the right to—
 - (i) give evidence;
 - (ii) call witnesses;
 - (iii) question the witnesses of any other party;
 - (iv) address concluding arguments to the arbitrator;
 - (v) be represented by—
 - (aa) a legal practitioner; or
 - (ab) an office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof:

Provided that if the dispute being arbitrated is about the fairness of a dismissal and the aggrieved employee has alleged that the reasons for the dismissal relates only to the employee's conduct or capacity, the parties are not entitled to be represented by a legal practitioner in the arbitration proceedings unless:

- (A) the arbitrator and all other parties consent; or
 - (B) the arbitrator concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering—
 - (AA) the nature of the questions of law raised by the dispute;
 - (BB) the complexity of the dispute;
 - (CC) the public interest; and
 - (DD) the competence of the opposing parties or their representatives to deal with the arbitration of the dispute.
- (e) The arbitrator shall have the following powers:
 - (i) To arbitrate the dispute;
 - (ii) to make any appropriate award;

- (iii) to determine the appropriate form of and the procedure to be followed at the arbitration proceedings;
- (iv) to make an order as to costs if a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner—
 - (aa) by proceeding with or defending the dispute in the arbitration proceedings;
 - (ab) in its conduct during the arbitration proceedings;
 which costs order must be limited to the amount of the Council's cost of dealing with the dispute;
- (v) to make an award in the absence of a party if—
 - (aa) the party fails to appear in person or be represented at the arbitration proceedings; and
 - (ab) proof is presented that such party has been notified of the proceedings. Notice of the arbitration proceeding shall be deemed to have been given if proof is presented that written notification has been forwarded to such party—
 - (A) by registered mail to such party's last-known address and 14 days have elapsed since such notification has been mailed; or
 - (B) by telefax transmission to such party's last-known telefax number; or
 - (C) by hand delivery to such party's last-known business or residential address; or
 - (D) prima facie evidence has been presented to justify such an award;
- (vi) to vary, rescind or amend any arbitration award made by him, on good cause shown or of his own accord, and without limiting the generality hereof, the arbitrator shall have his power if—
 - (aa) the award was erroneously sought or erroneously made in the absence of any party affected by the award;
 - (ab) the award is ambiguous or contains an obvious error or omission;
 - (ac) the award was granted as a result of a mistake common to the parties to the proceedings.
- (f) The arbitrator may conduct the arbitration in the manner he considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (g) In making the awards referred to in this clause, the arbitrator shall be bound by—
 - (i) Labour Appeal Court precedents and, if there are none, by
 - (ii) Labour Court precedents.
- (h) Any award made by the arbitrator is final and binding on the parties to the dispute.
- (i) The Council must serve the award, together with any reasons, on all interested parties.
- (j) Any party or the Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of section 158 (1) of the Act.
- (k) Except for subclause (6) (c), the parties to a dispute may agree in writing to amend or vary any of the provisions of this subclause.
- (l) In addition to the rights of review provided for in the Arbitration Act, 1965 (Act No. 42 of 1965), any party to any arbitration in terms of the Agreement is entitled to the right of review to the Labour Court provided for in the Act.

(7) Disputes involving non-parties to the Council:

- (a) If the Minister of Labour extends this Collective Agreement concluded in the Council to non-parties to the Council in terms of section 32 of the Act, then disputes involving non-parties to the Council must be dealt with in terms of the above disputes procedure, subject to the Council's accreditation.
- (b) If the Collective Agreement concluded in the Council is not extended to non-parties, then the following procedure shall apply:
 - (i) If a dispute is referred to the Council in terms of the Act and any party to that dispute is not a party to the Council, the Council must attempt to resolve the dispute through conciliation (either by the Council itself or any regional council nominated by it); and
 - (ii) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if—
 - (aa) the Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or
 - (ab) all the parties to the dispute consent to arbitration under the auspices of the Council.

23. EXHIBITION OF AGREEMENT

Every employer shall keep exhibited in his workplace, in a place readily accessible to his employees, a legible copy of this Agreement in one official language.

24. PROHIBITION OF EMPLOYMENT OF CHILDREN AND OF FORCED LABOUR

- (1) No person may employ a child—
 - (a) who is under 15 years of age; or
 - (b) who is under the minimum school-leaving age in terms of any law, if this is 15 or older.
- (2) No person may employ a child in employment—
 - (a) that is inappropriate for a person of that age;
 - (b) that places at risk a child's well-being, education, physical or mental health, or spiritual, moral or social development.
- (3) Subject to the Constitution of the Republic of South Africa, 1996, all forced labour is prohibited.
- (4) No person may, for his own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of subclause (1).
- (5) A person who contravenes subclause 5 (1) to (4) commits an offence.

25 AGENCY SHOP: EMPLOYERS' ORGANISATION

(To be considered for inclusion at a later stage.)

26. TRADE UNION LABOUR**A. EMPLOYMENT OF TRADE UNION LABOUR**

(To be considered for inclusion at a later stage.)

B. RIGHTS AND ACCESS TO PREMISES

- (1) Any office-bearer or official of a representative trade union is entitled to enter the employer's premises in order to recruit members or communicate with members, or otherwise serve members' interests.
- (2) A representative trade union is entitled to hold meetings with employees outside their working hours at the employer's premises.
- (3) The members of a representative trade union are entitled to vote at the employer's premises in any election or ballot contemplated in the union's constitution.
- (4) The rights conferred by this clause are subject to any conditions as to time and place that are reasonable and necessary to safe-guard life or property or to prevent the undue disruption of work.
- (5) The authorised person or persons shall notify the employer or his representatives of his intention to visit the workshop.
- (6) The trade union shall have reasonable access to facilities at the workplace, including the use of the telephone, noticeboards and a venue for trade union representative meetings, where such facilities are available, subject to the following:
 - (a) Such facilities shall be available during the normal working hours of that business, while normal output is maintained, including tea and lunch breaks.
 - (b) The granting of facilities shall be subject to prior agreement from management, which agreement shall not unreasonably be withheld, and the facilities shall be used for industry-related matters. Such industry-related matters shall be defined by the Council from time to time.
 - (c) The scale of facilities shall be subject to the individual circumstances of a workplace.
- (7) The trade union shall be entitled to distribute the union newspaper at the workplace.

C. TRADE UNION REPRESENTATIVES

- (1) Trade Union representatives shall be granted eight days' paid time off per annum, pooled for each workplace and to be divided between various trade union representatives at the discretion of the union: Provided that—
 - (a) all such leave shall be subject to the operational requirements of the workplace;
 - (b) in the case of employers employing five or fewer employees, the union shall give the employer ten days' written notice of the activity for which it seeks time off in terms of this clause;

- (c) in the case of employers not referred to in paragraph (b), the union shall give the employer one days' notice of the activity for which it seeks time off in terms of this clause; and
- (d) all leave granted in terms of this clause shall be used to attend bona fide industry-related trade union activities.

Signed at Johannesburg this 28th day of May 1999.

R. MOYA

Chairman

P. JAFF

Vice-Chairman

A. MARGOLIS

General Secretary

ANNEXURE A

CLOTHING INDUSTRY BARGAINING COUNCIL (N. AREAS)

Surname..... First name

Address

RECORD OF EXPERIENCE

As at..... 19..... Previous employers.....

Experience in the Industry years months

Last prescribed wage: R..... as at 19.....

Last job description Q/NQ (1).....

Name of factory	Occupation	Date of engagement	Prescribed Wage (2)	I.C.C.I check	Date of termination	Prescribed Wage (2)	Clock No.

On engagement, this card must be handed to the employer, who must fill in the first four columns and forward it to the Council with a Report of Engagement Form. At the Council the wage rate will be checked and the card returned to the employer. When employment is terminated, the employer must fill in the last two columns and return the card to the employee in exchange for the employee's Doctor's card.

(1) Q = qualified, NQ—not qualified

(2) Prescribed wage means the wage due in terms of clause 4 of the Agreement.

I.D. No.:.....

Signature of Employee.....

ANNEXURE B**CLOTHING INDUSTRY BARGAINING COUNCIL (N. AREAS)****REPORT OF ENGAGEMENT AND APPLICATION FOR SERVICE/DOCTOR'S CARDS**

Name of factory Clock No.
 Employee surname Previous surname
 First names Identity Number
 Home address
 Occupation Date of engagement Wage R.
 Date of births
 Details of experience in the Clothing, Knitting and Bespoke Tailoring Industries and Private Dressmaking in or outside South Africa:

Name of firm	Starting date	Date left	Occupation	Last wage

We certify that the above information is correct, that the abovenamed employee has successfully completed a trial period of twenty working days and will be retained in employment at a weekly wage of R per week.

.....
Signature of employee.....
Authorised company official.....
Date

For Bargaining Council use only:

Service card number

Date of issue

Service card checked by

Date checked

Date X-rayed

.....
Signature.....
*Date**Specimen signature of employee**Specimen signature of employee**Specimen signature of employee*

**FIRST FLOOR, GARMENT CENTRE
cor. KERK & END STREETS
JOHANNESBURG**

JOHANNESBURG 2000

DATE _____

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[illegible][illegible][illegible][illegible][illegible]

REASON FOR CLAIM

I HEREBY CERTIFY THAT THE EMPLOYEES LISTED ON THIS FORM WILL BE ABSENT FROM ANY FACTORY ON THE DATES AND TIMES AS STATED. I DECLARE THAT THE SHORT-TIME IS DUE TO REASONS BEYOND MY CONTROL AND NOT DUE TO ANY PRODUCTION GIVEN OUT TO BE DONE BY ANOTHER ESTABLISHMENT. I UNDERTAKE TO PROVIDE THE COUNCIL WITH AN AUDITORS CERTIFICATE TO CONFIRM MY REASONS GIVEN ABOVE UPON REQUEST.

SIGNATURE _____

WITNESS.....

TO BE COMPLETED IN BLOCK CAPITALS BY EMPLOYER													FOR OFFICIAL USE					
Clock Card No.	NAME OF EMPLOYEE		Service CARD No.	Give the dates on which the Employee will be on short-time					EXCESS No. of days x R3.00	I HEREBY CERTIFY THAT I WILL BE ON SHORT TIME ON THE DAYS STATED AND THAT I WILL NOT CLAIM SICK PAY IN RESPECT OF THOSE DAYS (TO BE SIGNED BY EMPLOYEES)	STATE PRESENT WEEKLY WAGE		AMOUNT OF SLACK PAY DUE		COMMENTS	Date of Payment	Paid By	Cheque No.
	Initials	Surname		1st day	2nd day	3rd day	4th day	5th day			R	c	R	c				
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INITIAL OF EMPLOYER.....									TOTAL	CHEQUE TO BE ATTACHED TO CLAIM			TOTAL					
COMPLETED FOR EMPLOYER BY.....													CALCULATED BY.....					

ANNEXURE D**CLOTHING INDUSTRY BARGAINING COUNCIL (N. AREAS)****REGISTRATION FORM FOR EMPLOYERS (in terms of clause 11 of the Main Agreement)**

1. Full name of business
2. Trade name/s Date established
3. Telephone No. (.....) Fax No. (.....)
4. Physical address Postal address
-
-

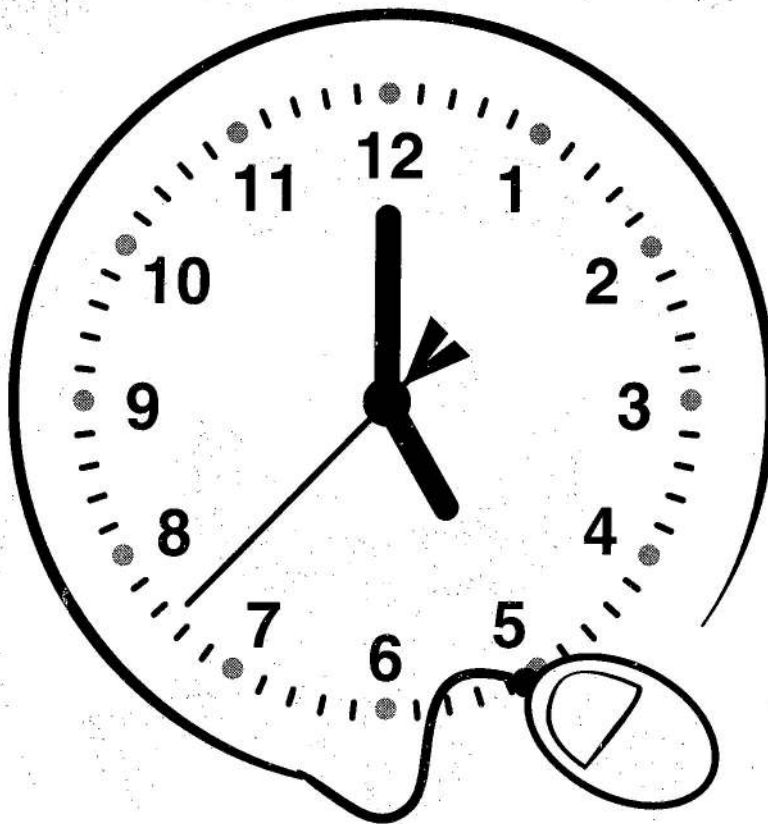
(Mark block with X where applicable)

5. Registered as: (PUBLIC CO.) (PRIVATE CO.) (CLOSE CORP.) (PARTNERSHIP) (SOLE TRADER)
6. Registration No.
7. Nature of business: (eg. men's clothing etc.)
8. Auditors 9. Number of persons employed/to be employed.....
10. Has the firm applied for registration with the following?
- Department of Labour U.I.F. Reg. No. No. () Transvaal Clothing
Manufacturers Association ()
- Greater Johannesburg Transitional Metropolitan Council () P.A.Y.E. Reg. No.
11. Names, residential addresses, I.D. Nos. and signatures of all (DIRECTORS) (PARTNERS) (MEMBERS) (PROPRI-
ETORS) to confirm that the above information is true.
- 11.1 Name Address
..... I.D. No. Signature
- 11.2 Name Address
..... I.D. No. Signature
- 11.3 Name Address
..... I.D. No. Signature
- 11.4 Name Address
..... I.D. No. Signature
12. Name, address, I.D. No. of (FACTORY MANAGER) (PUBLIC OFFICER) (CO. SECRETARY) if not included in (11) above.
13. Name Address
..... I.D. No.
- DATE PLEASE NOTIFY US OF ANY CHANGE IN THE ABOVE
INFORMATION

CONTENTS**INHOUD**

<i>No.</i>		<i>Page No.</i>	<i>Gazette No.</i>	<i>No.</i>		<i>Bladsy No.</i>	<i>Koerant No.</i>
GOVERNMENT NOTICE				GOEWERMENTSKENNISGEWING			
Labour, Department of				Arbeid, Departement van			
<i>Government Notice</i>				<i>Goewermentskennisgewing</i>			
R. 1041	Labour Relations Act (66/1995): Clothing Industry (Northern Areas): Extension of Main Collective Agreement to Non-parties	2	20424	R. 1041	Wet op Arbeidsverhoudinge (66/1995): Klerasienywerheid (Noordelike Gebiede): Uitbreiding van Hoof Kollektiewe Ooreenkoms na Nie-partye	2	20424

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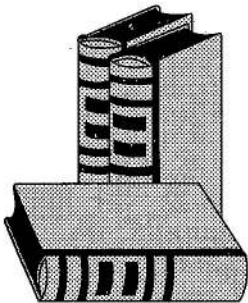
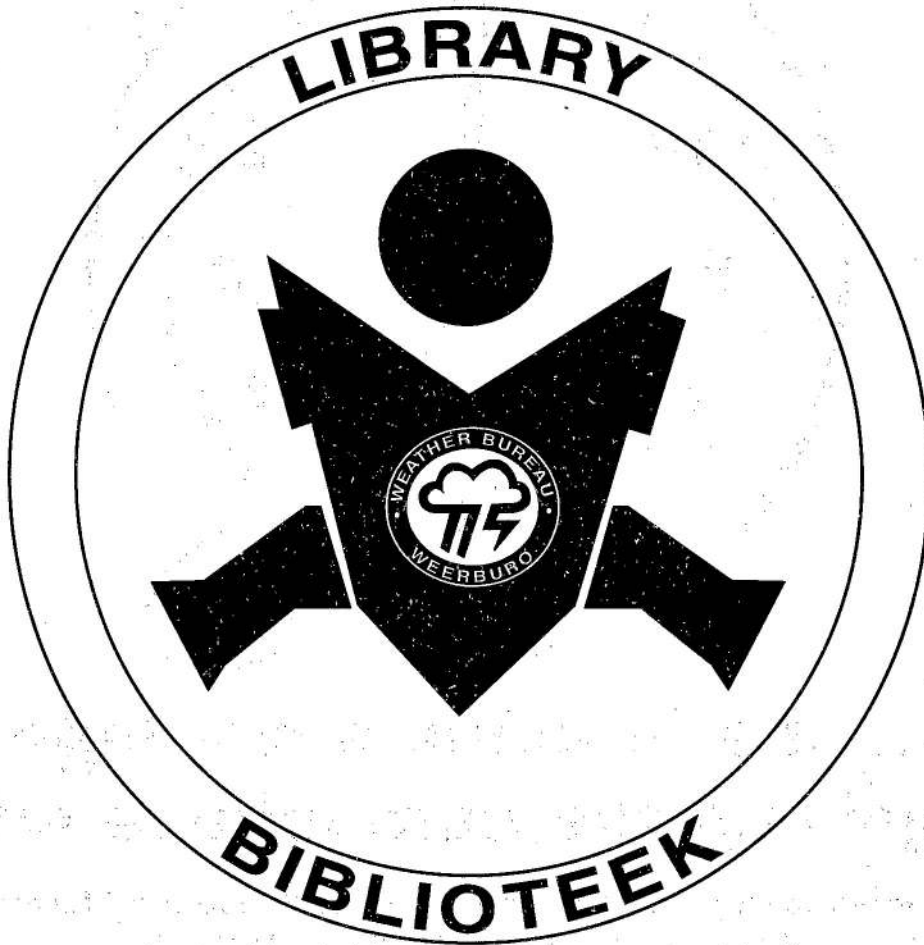
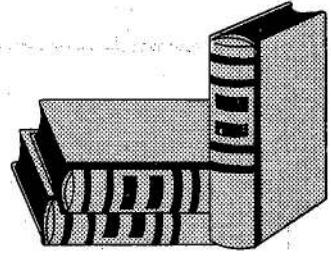
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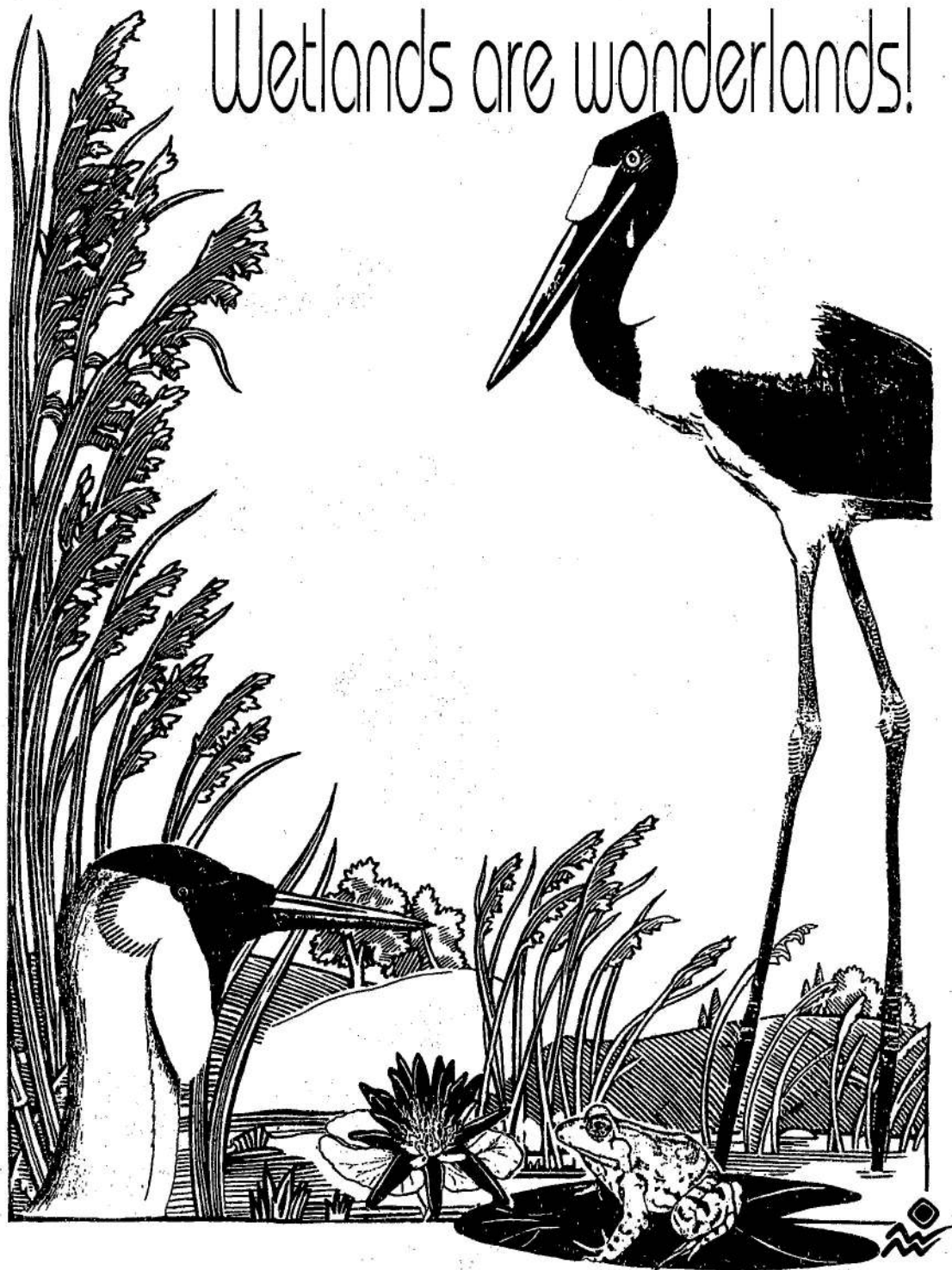
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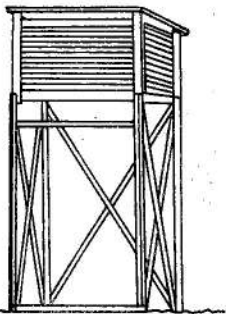
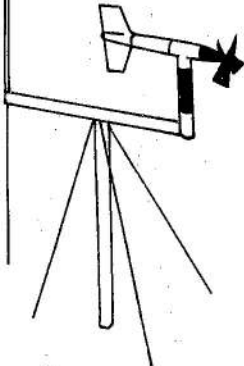
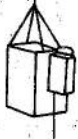
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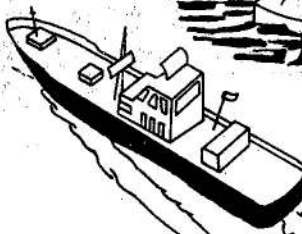
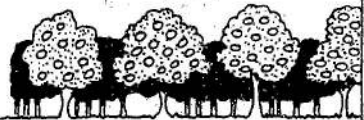
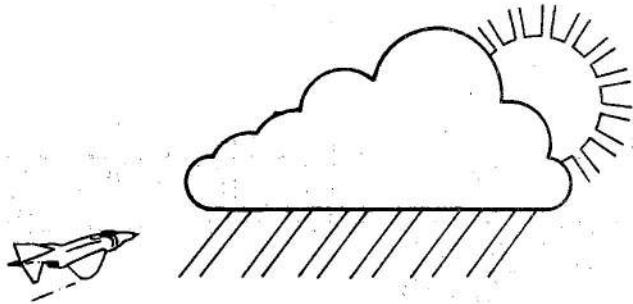


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