

## DEPARTMENT OF LABOUR

NO. R. 504

18 MAY 2018

## LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Clothing Manufacturing Industry**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication and for the period ending 31 August 2022.

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

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

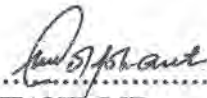
**UMNYANGO WEZABASEBENZI**

R. ....

USUKU: .....

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI****NABASEBENZI EMBONINI YOKUKHIQIZWA KWEZIMPAHLA ZOKWEMBATHA:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI****ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE****YESIVUMELWANO**

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

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

**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING  
INDUSTRY****NATIONAL MAIN COLLECTIVE AGREEMENT**

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

Apparel and Textile Association of South Africa

South African Apparel Association

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

Southern African Clothing and Textile Workers' Union

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

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## 1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Clothing Manufacturing Industry in all areas of the Republic of South Africa as individually provided for in each of the following Parts:

Part A Provisions for the Eastern Cape Region

Part B Provisions for the Free State and Northern Cape Region

Part C Provisions for the KwaZulu-Natal Region

Part D Provisions for the Northern Region (Clothing)

Part E Provisions for the Northern Region (Knitting)

Part F Provisions for the Western Cape Region (Clothing)

Part G Provisions for the Western Cape Region (Country Areas)

Part H Provisions for the Western Cape Region (Knitting)

Part I Provisions for the Non-Metro Areas

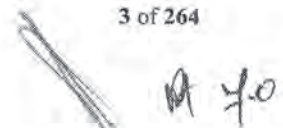


by the employers and employees in the Clothing Industry who are members of the employers' organisations and the trade union, respectively.

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

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

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



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

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

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





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

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

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

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



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

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

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

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

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

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

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



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

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

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

DESCRIPTION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
			R	R	R	R
		first six months of experience to Category C			1254.50	1003.50
( aa )	Glove turner		1481.50	1185.00	1488.00	1190.50
( ab )	Mouldmaker		1174.50	939.50	1179.00	943.00
( ac )	Packer		986.00	789.00	991.00	793.00
( ad )	Quality product co-ordinator		1549.50	1239.50	1555.50	1244.50
( ae )	A supervisor shall be paid the qualified rate applicable to the employees being supervised, plus 33 <sup>1</sup> / <sub>3</sub> per cent:					
	Provided that-					
	(i) a trainee supervisor shall serve a probationary period not exceeding six months and shall be paid the qualified rate applicable to the employees being supervised, plus 10 per cent;					
	(ii) a trainee supervisor, who is not considered suitable for promotion after completion of the probationary period, shall return to his former position at his former wage.					
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.						

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

	Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)	Note: Refer to "2008" Side Agreement between EPCMA & SACTWU	Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)	Note: Refer to "2008" Side Agreement between EPCMA & SACTWU
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DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R	R	R	R	R
<b>Part A - Cutting Department</b>									
<b>Pattern Maker</b>									
(a)	Qualified	2150.50	1 720.50	2125.00	1 700.00	2159.50	1 727.50	2134.00	1 707.00
(b)	Learner								
	First year								
	First six months of experience	1204.50	963.50	1190.50	952.50	1209.00	967.00	1195.00	956.00
	Second six months of experience	1330.50	1 064.50	1315.00	1 052.00	1334.50	1 067.50	1319.00	1 055.00
	Second year								
	First six months of experience	1455.00	1 164.00	1438.00	1 150.50	1461.50	1 169.00	1444.50	1 155.50
	Second six months of experience	1588.50	1 271.00	1570.00	1 256.00	1596.50	1 277.00	1577.50	1 262.00
	Third year								
	First six months of experience	1733.00	1 386.50	1712.50	1 370.00	1740.00	1 392.00	1719.50	1 375.50
	Next four months of experience	1870.00	1 496.00	1848.00	1 478.50	1878.50	1 503.00	1856.50	1 485.00
	Thereafter, the wage specified in (a), i.e.	2150.50	1 720.50	2125.00	1 700.00	2159.50	1 727.50	2134.00	1 707.00
<b>Pattern Grader</b>									
(a)	Qualified	1734.50	1 387.50	1714.00	1 371.00	1741.50	1 393.00	1721.00	1 377.00
(b)	Learner								
	First year								
	First six months of experience	1132.00	905.50	1118.50	895.00	1138.50	911.00	1125.00	900.00
	Second six months of experience	1204.50	963.50	1190.50	952.50	1209.00	967.00	1195.00	956.00
	Second year								
	First six months of experience	1275.50	1 020.50	1260.50	1 008.50	1282.50	1 026.00	1267.50	1 014.00
	Second six months of experience	1366.50	1 093.00	1350.50	1 080.50	1373.00	1 098.50	1357.00	1 085.50
	Third year								
	First six months of experience	1455.00	1 164.00	1438.00	1 150.50	1461.50	1 169.00	1444.50	1 155.50
	Next four months of experience	1548.50	1 239.00	1530.50	1 224.50	1556.50	1 245.00	1538.00	1 230.50
	Thereafter, the wage specified in (a), i.e.	1734.50	1 387.50	1714.00	1 371.00	1741.50	1 393.00	1721.00	1 377.00
<b>Football Jersey Cutter</b>									
(a)	Qualified	1206.00	965.00	1192.00	953.50	1211.50	969.00	1197.00	957.50
(b)	Learner								
	First year								
	First six months of experience	905.50	724.50	895.00	716.00	908.50	727.00	898.00	718.50
	Second six months of experience	959.50	767.50	948.00	758.50	963.50	771.00	952.00	761.50
	Second year								
	First six months of experience	1010.00	808.00	998.00	798.50	1014.50	811.50	1002.50	802.00

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



		Note: Refer to "2006" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU	
DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R	R	R	R	R
First year									
	First six months of experience	921.50	737.00	910.50	728.50	926.50	741.00	915.50	732.50
	Second six months of experience	970.50	776.50	959.00	767.00	974.00	779.00	962.50	770.00
Second year									
	First six months of experience	1019.50	815.50	1007.50	806.00	1023.00	818.50	1011.00	809.00
	Thereafter, the wage specified in (a), i.e.	1136.50	909.00	1123.00	898.50	1141.00	913.00	1127.50	902.00
(c)	If advanced to Grade A employee:								
	First six months from date of advancement	1136.50	909.00	1123.00	898.50	1141.00	913.00	1127.50	902.00
	Second six months from date of advancement	1170.00	936.00	1156.00	925.00	1175.00	940.00	1161.00	929.00
	Third six months from date of advancement	1206.00	965.00	1192.00	953.50	1211.50	969.00	1197.00	957.50
	Thereafter, the wage specified for a qualified Grade A employee, i.e.	1330.50	1 064.50	1315.00	1 052.00	1334.50	1 067.50	1319.00	1 055.00
Grade C employee									
(a)	Qualified	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
(b)	Learner								
First year									
	First six months of experience	903.50	723.00	893.00	714.50	907.50	726.00	897.00	717.50
	Second six months of experience	929.00	743.00	918.00	734.50	934.00	747.00	923.00	738.50
	Thereafter, the wage specified in (a), i.e.	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
(c)	If advanced to Grade B employee:								
	First six months from date of advancement	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
	Second six months from date of advancement	1019.50	815.50	1007.50	806.00	1023.00	818.50	1011.00	809.00
	Thereafter, the wage specified for a	1136.50	909.00	1123.00	898.50	1141.00	913.00	1127.50	902.00



		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU. The calculation is based on 95% of Western Cape Knitting Wage Rates per week)		Note: Refer to "2008" Side Agreement between EPCMA & SACTWU	
DESCRIPTION		GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42.5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Based on 42hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42,5 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Based on 42 hrs per week for the period 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R	R	R	R	R
	qualified Grade B employee, i.e.								
<b>Part C - Clerical Employees</b>									
<b>Clerk</b>									
(a)	Qualified	1464.00	1 171.00	1447.00	1 157.50	1471.50	1 177.00	1454.00	1 163.00
(b)	Learner								
	First year	1080.50	864.50	1068.00	854.50	1084.50	867.50	1071.50	857.00
	Second year	1174.50	939.50	1160.50	928.50	1180.00	944.00	1166.00	933.00
	Third year								
	First four months of experience	1283.50	1 027.00	1268.50	1 015.00	1289.00	1 031.00	1274.00	1 019.00
	Thereafter, the wage specified in (a), i.e.	1464.00	1 171.00	1447.00	1 157.50	1471.50	1 177.00	1454.00	1 163.00
<b>Factory Clerk</b>									
(a)	Qualified	1098.50	879.00	1085.50	868.50	1105.00	884.00	1092.00	873.50
(b)	Learner								
	First year	875.50	700.50	865.00	692.00	879.00	703.00	868.50	695.00
	Second year	932.50	746.00	921.50	737.00	936.50	749.00	925.50	740.50
	Third year								
	First four months of experience	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
	Thereafter, the wage specified in (a), i.e.	1098.50	879.00	1085.50	868.50	1105.00	884.00	1092.00	873.50
<b>Part D - General</b>									
	Boiler attendant	1043.00	834.50	1030.50	824.50	1048.50	839.00	1036.00	829.00
	Despatch packer	1078.00	862.50	1065.50	852.50	1081.50	865.00	1069.00	855.00
	General Worker	1009.00	807.00	997.00	797.50	1012.50	810.00	1000.50	800.50
	Labourer	1019.50	815.50	1007.50	806.00	1023.00	818.50	1011.00	809.00
<b>Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle -</b>									
(a)	does not exceed 1 360 kg	1078.00	862.50	1065.50	852.50	1081.50	865.00	1069.00	855.00
(b)	exceeds 1 360 but not 2 720 kg	1118.50	895.00	1105.50	884.50	1123.50	899.00	1110.50	888.50
(c)	exceeds 2 720 kg	1275.50	1 020.50	1260.50	1 008.50	1282.50	1 026.00	1267.50	1 014.00
	Supervisor, quality controller and instructor	1366.50	1 093.00	1350.50	1 080.50	1373.00	1 098.50	1357.00	1 085.50
	Traveller's driver	1118.50	895.00	1105.50	884.50	1123.50	899.00	1110.50	888.50
	Watchman or caretaker, whose ordinary hours of work are								

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

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

**"(3) Incentivised Wage Rates**

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



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

This means that:

**Employees employed before 1 September 2016**

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

**Employees employed after 1 September 2016**

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

Subject to the following provisions:

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

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

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

3.3 The provisions of clause 4 of this agreement are only applicable to companies which are registered with the National Bargaining Council for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 3.5 below.

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

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

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

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

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

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

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

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



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

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

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

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

forms of deadlock breaking mechanisms are agreed between the parties.

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

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

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

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

**"(8) Compliance Promotion**

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

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

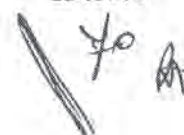


- (9) The Trade Union shall have the unfettered right to embark on industrial action against any company which fails to implement the terms of this agreement."
16. In clause 15(1), substitute the new expression "31 August 2018" for the existing expression "31 August 2017" and the new expression "1 September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

**"ANNEXURE E**

**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

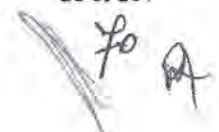
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Subject to the terms of the 2014/2016 main substantive agreement to which this annexure is attached taking precedence of interpretation, the following provisions of the incentivised wage national framework agreement shall be applicable:

## 1. Introduction and Key Principles

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





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

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

## **2. Employee Protection**

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

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

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

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

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

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

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

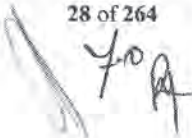
3.3 The provisions of all incentive schemes shall be reduced to writing, signed by management as well as the relevant branch, regional or national union official and submitted to the Bargaining Council for registration, within one week of its conclusion.

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

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

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

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

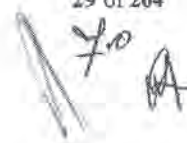
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field of clothing production and objective evaluation performance management- and reward systems.

- 4.2 The panel of experts shall be fairly spread across the registered scope of the bargaining council, wherever possible.
- 4.3 As provided for in clause 4.16 of the 2014/2016 Substantive Agreement, the deadlock breaking mechanism for the implementation of the incentive component at plant level shall in the first instance consist of a facilitation process by a member or members drawn from the panel of experts.
- 4.4 If the matter under consideration is not resolved as per sub-clause 4.3 above, the panellist(s) involved shall submit an advisory award to the leadership of the relevant employer and the trade union for their consideration.
- 4.5 Should the affected parties not agree to the advisory award recommendations and are unable to resolve their disagreements, the deadlock breaking mechanism shall be either binding interest arbitration by agreement, or any other deadlock breaking mechanism as agreed between the affected parties.
- 4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.

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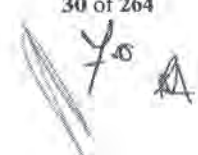
- 4.7 Should the parties be unable to finalise agreement on the deadlock breaking mechanism for the national framework agreement by the time of signature of the main substantive agreement (envisaged for 15 September 2014), the parties agree to provide for a final extended opportunity to finalise this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

## **5. Dispute Resolution**

- 5.1 Should any dispute arise at plant level relating to the interpretation and/or application of any provision of an incentive scheme under this Framework Agreement, the dispute resolution provisions of the bargaining council constitution and/or Main Agreement shall apply.
- 5.2 Any referral of a dispute as contemplated in terms of sub-clause 5.1 above shall be conciliated and/or arbitrated by a member of the panel of experts, unless otherwise agreed between the disputing parties.

## **6. Reporting and Administration**

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

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6.2 Such report shall cover at least the following matters:

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

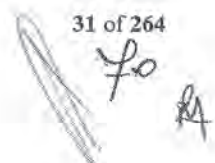
6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

## 7. Qualification and Commencement of Plant Level Consultation

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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				R	R	R	R
			first six months of experience	637.50	510.00	641.50	513.00
			second six months of experience	670.00	536.00	672.50	538.00
			Thereafter, the wage specified in (ii)(i) i.e.	705.50	564.50	707.50	566.00
(iii)	Despatch Packer and Layer-up						
		(i) Qualified		729.50	583.50	733.00	586.50
		(ii) Learners					
			first six months of experience	637.50	510.00	641.50	513.00
			second six months of experience	682.50	546.00	685.50	548.50
			Thereafter, the wage specified in (iii)(i) i.e.	729.50	583.50	733.00	586.50
(iv)	Plain Sewer						
		(i) Qualified		762.50	610.00	767.00	613.50
		(ii) Learners					
			first six months of experience	637.50	510.00	641.50	513.00
			Thereafter, the wage specified in (iv)(i) i.e.	762.50	610.00	767.00	613.50
(v)	Sample Machinist			1 062.00	849.50	1 067.50	854.00
C. IN THE MAGISTERIAL DISTRICTS OF FRANKFORT, PARYS AND VREDEFORT							
(i)	Sewing Machinist						
(a)							
		(i) Qualified:		890.50	712.50	893.00	714.50
		(ii) Learners:					
			first six months of experience	610.00	488.00	614.00	491.00
			second six months of experience	656.00	525.00	661.00	529.00
			third six months of experience	703.00	562.50	706.50	565.00
			Thereafter, the wage specified in (i)(a)(i) i.e.	890.50	712.50	893.00	714.50
(i)	Invisible Mender, Finisher, Presser, Trimmer, Marker-In and/or Chopper-out of linings and trimmings, Former Scriber and Screen Printer:						
(b)							
		(i) Qualified:		890.50	712.50	893.00	714.50
		(ii) Learners:					
			first six months of experience	610.00	488.00	614.00	491.00
			second six months of experience	656.00	525.00	661.00	529.00
			third six months of experience	703.00	562.50	706.50	565.00
			fourth six months of experience	749.50	599.50	755.00	604.00
			fifth six months of experience	795.50	636.50	799.00	639.00
			Next four months of experience	842.50	674.00	845.50	676.50
			Thereafter, the wage specified in (i)(b)(i) i.e.	890.50	712.50	893.00	714.50
	Set Leader and/or Team Leader			946.50	757.00	950.50	760.50
(ii)	General Worker/Pleater						
		(i) Qualified		681.00	545.00	683.00	546.50
		(ii) Learners					



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

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

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**"(2) Incentivised Wage Rates**

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

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

This means that:

**Employees employed before 1 September 2016**


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

**Employees employed after 1 September 2016**

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

Subject to the following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



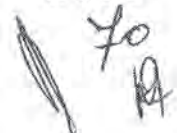
10. In clause 21(3), substitute the new expression "R21,94" for the existing expression "R20,39".
11. In clause 23D(1), substitute the new expression " 41cents" for the existing expression "38 cents".
12. In clause 23E(2), substitute the new expression "61 cents" for the existing expression "57 cents".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

**"(8) Compliance Promotion**

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

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

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

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

Contained in Annexure E."

19. Insert the following new Annexure E:

**"ANNEXURE E**

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

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

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

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

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

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

## 2. **Employee Protection**


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

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

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

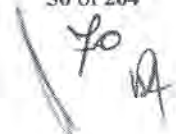
## 3. **Plant Level Incentive Schemes**

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

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





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

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

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

## 5. **Dispute Resolution**

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

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

## 6. **Reporting and Administration**

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

6.2 Such report shall cover at least the following matters:

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

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

## 7. Qualification and Commencement of Plant Level Consultation

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

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

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

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

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

"

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

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

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

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

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

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

"(a)

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

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

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

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

“(b)

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

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

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



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

DESCRIPTION OF OCCUPATION			GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) Wage per week from 1 Sep 2017 - 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		thereafter, the wage specified in (xiv)(i) i.e.	1450.95	1160.75	1457.55	1166.05
(xv)	Seamer, Mender of socks, Sorter, Cleaner (i.e. an employee engaged in cleaning garments and/or fabrics), Grader, Sampler (i.e. an employee engaged in the making up of sample cards), Winder, Overlocker for seconds in socks and/or Examiner of knitted fabrics and articles, Backwinder, Drawthreader, Pre- and Post-Boarder or Former, Precutter, Presser, Turner, Operator of calendar, slitting, setting or steaming machine, Operator of brushing, raising and/or cropping machine, Operator of dye machine, Operator of drying and/or hydro-extracting machine, employee engaged in Transferring and/or Labelling, Trimming of surplus threads, Folding, Carding and/or Packing, Waxring Maker, Boiler Attendant, Creeler, Despatch Packer, Parcel Maker and Floor Walker/Runner.					
	(i)	Qualified:	1016.80	813.45	1021.50	817.20
	(ii)	Learners:				
		first six months of experience	782.85	626.30	786.50	629.20
		second six months of experience	860.55	688.45	864.55	691.65
		third six months of experience	939.25	751.40	943.50	754.80
		Thereafter, the wage specified in (xv) (i) i.e.	1016.80	813.45	1021.50	817.20
(xvi)	Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker		1016.80	813.45	1021.50	817.20
(xvii)	General Worker (Knitting)		1181.05	944.85	1186.60	949.30

**NB:** All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must the coming into effect of this Agreement, increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.



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

**"(2) Incentivised Wage Rates**

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

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

This means that:

**Employees employed before 1 September 2016**

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

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

**Employees employed after 1 September 2016**

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

Subject to the following provisions:

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

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

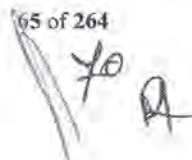
2.4 The provisions of clause 4 of this agreement are only applicable to those current compliant companies which were in existence and operational as at 1 June 2011. It is not applicable to those companies who are members of an employer association which has not signed this agreement and/or not to companies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

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

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

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

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



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

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

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

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

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

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

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

**"(8) Compliance Promotion**

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

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

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

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

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

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

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

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

14. Insert new clause 49:

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

Contained in Annexure E."

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15. Insert the following new Annexure E:

**"ANNEXURE E**

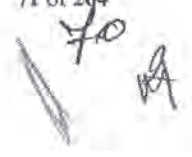
**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

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

**1. Introduction and Key Principles**

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

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

## 2. Employee Protection

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

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### 3. Plant Level Incentive Schemes

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

#### 4. Deadlock-Breaking Mechanism

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



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

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

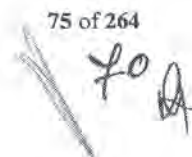
## 5. **Dispute Resolution**

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

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

## 6. **Reporting and Administration**

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

6.2 Such report shall cover at least the following matters:

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

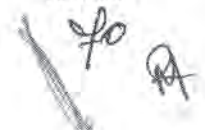
6.3 The trade union shall be entitled to all information related to a plant level incentive scheme.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

DESCRIPTION		GROUP A (I.E. EMPLOYEES ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (I.E. EMPLOYEES NOT ON THE 0.5% PRODUCTIVITY INCENTIVE SCHEME) FROM 1SEP 2017 TO 31 AUG 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
		R	R	R	R
(G)	Other Pressers, not provided for elsewhere; Underpresser; Presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and handmade pleats; Machine belt-fixer; Maintenance Assistance; Layer-up; Plain Sewer; Operator of a button covering, zip tacking and/or pleating machine; an employee engaged on the Trubenizing of collars and/or Clicker and Shaper by template; General worker; Applique Cutter; Tracer and/or Marker and/or Framer; Pleater and Embroidery Machine Minder:				
	(i) Qualified:	930.30	744.20	934.50	747.60
	(ii) Learners:				
	first six months of experience	776.90	621.50	780.30	624.20
	second six months of experience	814.40	651.50	818.00	654.40
	third six months of experience	852.50	682.00	856.70	685.40
	next four months of experience	890.80	712.60	894.90	715.90
	Thereafter, the wage specified in (G)(i) i.e.	930.30	744.20	934.50	747.60
(H1)	Foreman:	2942.80	2354.20	2956.50	2365.20
(H2)	Supervisor, Assistant Foreman, Head Cutter:	1605.00	1284.00	1612.40	1289.90
(H3)	Artisan:	3359.50	2687.60	3374.90	2699.90
(H4)	Labourer, Scooter Driver and/or Boiler Attendant:	1033.80	827.00	1038.70	831.00
(H5)	Watchman:	1194.50	955.60	1200.10	960.10
(H6)	Driver (Light Motor Vehicle):	1177.50	942.00	1182.80	946.20
(H7)	Driver (Medium Motor Vehicle):	1259.10	1007.30	1264.70	1011.80
	Sample Machinist. Any employee when called upon to perform the duties of a sample machinist, shall, while so employed be paid the wage of a sample machinist: Provided that such wage shall not be subject to the provision of clause 4 (2) (a) of this Agreement				
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.					

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

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A



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

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

**"(3) Incentivised Wage Rates**

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

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*RA*

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

This means that:

**Employees employed before 1 September 2016**

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

**Employees employed after 1 September 2016**

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

Subject to the following provisions:

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

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

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

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

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

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

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



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

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

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

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

forms of deadlock breaking mechanisms are agreed between the parties.

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

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

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

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



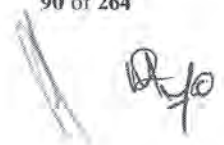
DESCRIPTION	GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised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

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

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

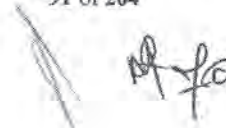
**“(8) Compliance Promotion**

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





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



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

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

Contained in Annexure E."

19. Insert the following new Annexure E:

**"ANNEXURE E**





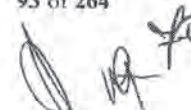
### **INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

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

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

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

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

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

## **2. Employee Protection**

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

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

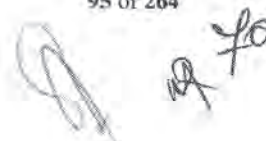
- 2.3 The provisions of clause 2.2 above shall also apply in respect of protected strike action and shop stewards' authorised time off.

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

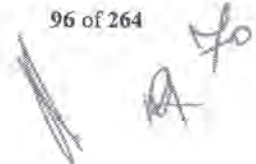


- 3.1 The proposed incentive schemes contemplated herein shall be drafted by management, then consulted on with the shop stewards and thereafter forwarded to the trade union for its consideration. It then needs to be finally agreed between the parties and upon agreement, must be implemented in consultation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

#### 4. Deadlock-Breaking Mechanism



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

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

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

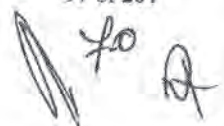
## 5. Dispute Resolution

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

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

## 6. Reporting and Administration

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

6.2 Such report shall cover at least the following matters:

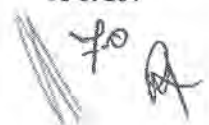
- Number of employees on scheme
- Trends in overall employment in the company
- Single or multi-factor productivity (OR OTHER) improvements
- Average earnings of those in the scheme as a percentage of the full guaranteed bargaining council agreement rates

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

## 7. Qualification and Commencement of Plant Level Consultation

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

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





For all other companies: with effect from 15 September 2014, unless a longer period is agreed by the trade union.<sup>19</sup>

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

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

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

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

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

"**Level B Compliance**" means an employer who;

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

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

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

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

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

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



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

DESCRIPTION				GROUP A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%	GROUP B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New Employees on Incentivised Scheme Effective 1 September 2017 = 80%
				R	R	R	R
(xv)	Seamer, Mender of socks, Sorter, Cleaner (i.e. an employee engaged in cleaning garments and/or fabrics), Grader, Sampler (i.e. an employee engaged in the making up of sample cards), Winder, Overlocker for seconds in socks and/or Examiner of knitted fabrics and articles, Backwinder, Drawthreader, Pre-and Post-boarder or Former, Precutter, Presser, Turner, Operator of calender, slitting, setting or steaming machine, Operator of brushing, raising and/or cropping machine, Operator of dye machine, Operator of drying and/or hydro-extracting machine, employee engaged in Transferring and/or Labelling, Trimming off surplus threads, Folding, Carding and/or Packing, Waxring Maker, Boiler Attendant, Creeler, Teamaker, Despatch Packer, Parcel Maker, General Worker and Floor Walker/Runner:			1173.60	938.90	1179.00	943.20
(xvi)	General Worker/Traveller's Assistant, Cloakroom Supervisor and/or Attendant, Teamaker employed after 30-06-1987:			1010.10	808.10	1014.90	811.90
(xvii)	All employees classified in (xv) and who were employed after 30-06-1987, other than general worker, traveller's assistant, cloakroom supervisor and/or attendant and teamaker:						
	(i) Qualified:			1010.10	808.10	1014.90	811.90
	(ii) Learners:						
		first six months of experience		777.60	622.10	781.30	625.00
		second six months of experience		854.70	683.80	858.80	687.00
		third six months of experience		933.00	746.40	937.20	749.80
		Thereafter, the wage specified in (xvii) (i) i.e.		1010.10	808.10	1014.90	811.90
NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.							

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

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

**"(2) Incentivised Wage Rates**

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

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

This means that:

**Employees employed before 1 September 2016**

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

**Employees employed after 1 September 2016**

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**CONTINUES ON PAGE 130 - PART 2**





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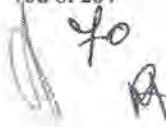
**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

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

Subject to the following provisions:

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

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

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

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

- 2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.
- 2.6 The closed shop shall be applicable to all new employees.
- 2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.

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

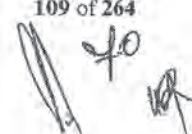


level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national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




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

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

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

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

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**“(8) Compliance Promotion**

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

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

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

20. Insert new clause 38:

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

Contained in Annexure E."

21. Insert the following new Annexure E:

**"ANNEXURE E**

**INCENTIVISED WAGE NATIONAL FRAMEWORK AGREEMENT**

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

**1. Introduction and Key Principles**

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

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

## 2. Employee Protection

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

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

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

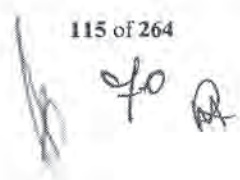
### 3. Plant Level Incentive Schemes

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

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

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

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

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

#### 4. Deadlock-Breaking Mechanism

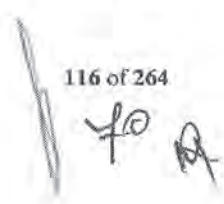
4.1 A panel of experts shall be appointed by the parties to the 2014/16 Substantive Agreement. Such appointees shall be knowledgeable in the field of clothing production and objective evaluation performance management- and reward systems.

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

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

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

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

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

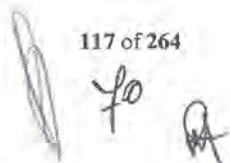
4.6 The provisions of sub- clauses 4.3 and 4.4 above shall also apply in respect of any dead-lock regarding the review of plant level incentive schemes as contemplated in clause 3.4 above.

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

## 5. Dispute Resolution

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

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

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

## **6. Reporting and Administration**

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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



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



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



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

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

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

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



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



DESCRIPTION		Group A (i.e. employees on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%	Group B (i.e. employees NOT on the 0.5% Productivity Incentive Scheme) from 1 Sep 2017 to 31 Aug 2018	New employees on Incentivised Scheme effective 1 September 2017 = 80%
		R	R	R	R
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	821.50	657.00	825.00	660.00
	Second year				
	First six months of experience	823.50	659.00	827.00	661.50
	Second six months of experience	862.00	689.50	865.50	692.50
	Third year				
	First six months of experience	900.50	720.50	903.50	723.00
	Next four months of experience	944.00	755.00	949.50	759.50
	Thereafter, the wage specified in (a) i.e.	976.00	781.00	981.00	785.00
Millinery Machinist:					
(a)	Qualified	986.00	789.00	991.00	793.00
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	842.50	674.00	847.00	677.50
	Second year				
	First six months of experience	893.00	714.50	898.00	716.50
	Thereafter, the wage specified in (a), i.e.	986.00	789.00	991.00	793.00
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle is as follows -					
(a)	does not exceed 2268 kg	1 170.50	936.50	1 177.00	941.50
(b)	exceeds 2268	1 237.00	989.50	1 243.00	994.50
Plain Sewer (Millinery):					
(a)	Qualified --	922.00	737.50	926.50	741.00
(b)	Learner				
	First year				
	First six months of experience	772.50	618.00	777.00	621.50
	Second six months of experience	813.50	651.00	819.00	655.00
	Second year				
	First six months of experience	866.50	693.00	870.00	696.00
	Thereafter, the wage specified in (a), i.e.	922.00	737.50	926.50	741.00
Supervisor (Millinery)		1 322.50	1 058.00	1 329.00	1 063.00
Watchman or Caretaker (Millinery)		1 334.00	1 067.00	1 339.50	1 071.50
<b>NB: All employers who employed staff on 2011/2012 New Entry Wage Dispensation, must with the coming into effect of this Agreement, Increase the Weekly Wage for those employees by the agreed Wage Increase of 7.6% Across-the-Board.</b>					

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



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

**"(2) Incentivised Wage Rates**

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

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

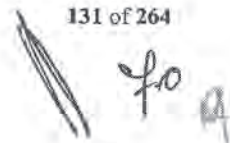
This means that:

**Employees employed before 1 September 2016**

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

**Employees employed after 1 September 2016**

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

Subject to the following provisions:

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

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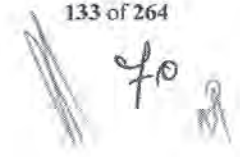
for the Clothing Manufacturing Industry of South Africa, subject further to sub-clause 2.4 below.

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

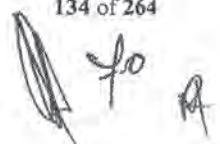
The parties will explore further mechanisms which will protect current companies and current employees in the event of it being agreed that this provision be extended to new companies which enter the industry for the first time.

- 2.5 All other provisions of the industry's Main Agreement shall be applicable to new employees.
- 2.6 The closed shop shall be applicable to all new employees.
- 2.7 Employers shall not embark on retrenchment exercises, where the intent of such retrenchment is to re-employ employees at the rates specified in sub-clause 2.1 above.

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

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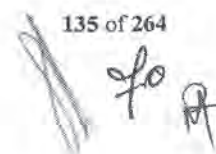


level incentivised wage component as contemplated in sub-clause 2.3 of this agreement. Companies who qualify for the provisions of clause 4 of this agreement and who wish to implement it shall have a 2 months period to conclude plant-level incentive arrangements in terms of the provisions of the national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

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

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

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

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

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

10. In clause 4(13) substitute the year "2017" for the year "2016".
11. In clause 4, renumber subclause (4),(5),(6),(7),(8),(9),(10),(11),(12),(13) and (14) to read "(3),(4),(5),(6),(7),(8),(9),(10),(11),(12) and (13)".
12. In clause 5 (1) and (2), substitute the existing subclause (1) for the new subclause (1) and (2):

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

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



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

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

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

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

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

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

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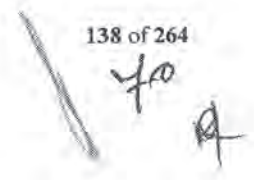
- (ii) Pay the employee if he so works for a period exceeding four hours, wages, at a rate of not less than double his ordinary rate of pay, in respect of the total period worked on such Sunday, or the wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked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

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

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

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

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

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

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

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

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

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

