

No. R. 430

18 April 2008

LABOUR RELATIONS ACT, 1995**NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Textile Bargaining Council, 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 28 April 2008 and for the period ending 31 December 2008.

MMS MDLADLANA
MINISTER OF LABOUR

SCHEDULE**NATIONAL TEXTILE BARGAINING COUNCIL****AMENDING MAIN COLLECTIVE AGREEMENT FOR THE TEXTILE
INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA**

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

**South African Cotton Textile Processing Employers' Association
(SACTPEA)**

South African Carpet Manufacturing Employers' Association (SACMEA)

National Manufactured Fibres Employers' Association (NMFEA)

National Association of Worsted Textile Manufacturers (NAWTM)

Woven Crochet and Knitted Narrow Fabric Manufacturers' Association

**South African Wool and Mohair Processors' Employers' Organisation
(SAWAMPEO)**

National Textile Manufacturers' Association (NTMA)

**South African Home Textiles Manufacturers Employers' Organisation
(HOMETEX)**

**South African Blankets Manufacturers Employers' Organisation
(SABMEO)**

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

and the

Southern African Clothing and Textile Workers' Union (SACTWU)

(hereinafter referred to as the "trade union") of the other part,

being the parties to the

National Textile Bargaining Council (NTBC) to amend the collective agreement published under Government Notice No. R. 78 of 9 February 2007

PART 1**A: APPLICATION****1. SCOPE OF APPLICATION**

- (a). This Agreement applies to all employers and all employees who are members of the parties to this Agreement and who are engaged in the Textile Industry, as defined in the registered scope of the Bargaining Council, and which consists of the following:

"Textile Industry or Sector or Industry" – means without in anyway limiting the ordinary meaning of the expression, the enterprise in which the employer(s) and the employees are associated, either in whole and or in part, for any activity relating to the processing or manufacture of fibres, filaments or yarns, natural or man-made and the processing or manufacture of products obtained therefrom, including all activities incidental thereto or consequent thereon, defined as follows:

1.1. Scope as defined by process and activity

1.1.1. Fibre Manufacture

The handling, processing and manufacture of all classes of fibre, yarns, threads, blends and manufactured raw materials from which these are derived, which shall include, but not be limited to, the fibres manufactured or processed from the following types of raw material:

1.1.1.1. Natural Fibres

- Vegetable fibres: cotton, kapok, coir, flax, hemp, jute, kenaf, ramie manila, henequen, sisal, sugar cane or other plant seeds, bast or leaf material.
- Animal fibres: wool, mohair, cashmere, silk, angora, alpaca, feathers and any type of animal hair.
- Mineral fibres: asbestos or other inorganic material.

1.1.1.2 Manufactured Fibres:

- Synthetic polymers: including polymethylene, polyolefin, polyvinyl, polyurethane, polyamide, aramid, polyester and synthetic polyisoprene
- Natural polymers: including made from or comprising algininate rubber, regenerated proteins regenerated cellulose and cellulose ester
- Minerals: including rock wool, carbon fibre and glass fibre or any other fibre manufactured from minerals and,
- all other manufactured fibres and tapes not specified above.

1.1.2 Preparation of Natural Fibres

The receiving, sorting, grading, weighing, cataloguing, washing, scouring, ginning, fibre-working, blending, carding, combing, cutting, dyeing, bleaching, cleaning, as well as the activities performed by wool and mohair brokers, buyers, and dealers; and any other activities carried on in an enterprise.

1.1.3 Manufacture Textiles

The manufacture, processing, dyeing, finishing, and further processing of all classes of woven, non-woven, crocheted and braided textiles from any of (or combination of) the inputs specified in 1.1 utilising the activities and processes of carding, combing, spinning, winding, twisting, drawing-in, warping, weaving, crocheting, braiding, embroiding, tufting, plaiting, feting, blending, raising, needling, stitch-bonding, spunlaid, wetlaid or other bonding processes, printing, dyeing, lamination, making-up and finishing as well as any other products made from raw materials produced by the processes and activities referred to 1.1 and 1.2 above.

1.2. Scope as defined by product:

The products and activities referred to "1", (above) shall include, but not be limited to, the following products (used here simply as an indicative list):

- a. synthetic textile fibres and yarns;
- b. vegetable fibres and yarns (including the activities conducted in cotton gins)
- c. woven fabrics and products;
- d. non-woven fabrics and products;
- e. woven, crocheted, braided, plaited, knitted tapes, narrow fabric products (whether rigid or elasticised) webbing, interlinings, tapes or bias binding / clothing accessories;
- f. embroidery (where done in an establishment not covered by any clothing bargaining Council);
- g. frills, tassels, bows and similar finishings;
- h. shoe laces;
- i. lace and netting; (general)
- j. worsted tops or noils, or yarns or fabrics;
- k. towelling or towels;
- l. all types of made-up textiles, including curtains and blinds, sheets, bedspreads, quilts, duvets and other bed linen; pillows and cushions, textile materials found in bathrooms and restrooms
- m. carpets, rugs, mats and matting, carpet tiles, and rugs (including as used in applications for floors and walls in domestic, commercial and residential premises; as well as that found in all types of automobiles, aeroplanes, trains, ships and any other form of transport);
- n. flock, foam, wadding, or padding, including shoulder padding, and all items with feather fillings;
- o. under-felt and felt;
- p. cleaning cloths, cleaning rags, dusters;
- q. blanketing, blankets, travelling-rugs, shawls and throws;
- r. technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:
 - tyre-cord, belting, hose, tank fabrics, conveyor belts;
 - textiles used to reinforce plastics; mining and civil engineering
 - textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;

- textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;
- textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;
- medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;
- fabrics used to filter air, gas or liquids;
- fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.

(b) The terms of this Agreement shall not apply to non-parties in respect of clause 1. (a) and 2.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such a date as the Minister of Labour extends the Agreement to non-parties, and shall remain in force until 31 December 2008.

3. EXCEPTIONS

- 3.1. The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.
- 3.2. Subject to clause 1. (b), the provisions of this Agreement shall not apply to non-parties in respect of clause 1. (a), 2 and clause 34.

PART 2

ANNEXURE C

WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR

A. APPLICATION

4. CLAUSE 1: SCOPE OF APPLICATION

- 1.1 As per clause 1 of Part 1 of this agreement.
- 1.2 In addition to clause 1 of Part 1 of this agreement the scope of this sub sector will be defined as follows:

Woven Crochet & Knitted Narrow Fabric Sub sector, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part,

for any activity whatsoever, for the manufacture of: woven or crochet or knitted tape, in the strip or in the piece, being rigid or elasticised, having a warp and a weft, with selvedge on either side, and being not more than 250mm in width and the dyeing, printing and the finishing thereof, including labels and trims manufactured and subsequently slit. It is specifically recorded that all bias binding/ clothing accessory and braided products are covered, and includes all operations, products and activities incidental thereto and consequent thereon.

B: REMUNERATION

5. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

4.1 As per the provisions of 4.1 of Part 1 of this Agreement

4.2 Every employer must pay each employee a wage increase and a minimum wage that is not less than that detailed in clause 4.2.1 and 4.2.2 below:

4.2.1 Each employer must pay employees an hourly increase for each grade, as follows:

WOVEN AND CROCHET:

GRADE	INCREASE
A1	73 cents per hour
A2 0-3 months	73 cents per hour
4-6 months	74 cents per hour
Qualified	74 cents per hour
A3	75 cents per hour
B1 0-6 months	76 cents per hour
7-12 months	77 cents per hour
Qualified	78 cents per hour
B2 0-6 months	77 cents per hour
7-12 months	78 cents per hour
Qualified	78 cents per hour
B3 0-6 months	81 cents per hour
7-12 months	82 cents per hour
Qualified	83 cents per hour

B4	88 cents per hour
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CLOTHING ACCESSORIES:

GRADE	INCREASE
A1	66 cents per hour
A2	67 cents per hour
A3	68 cents per hour
B1	70 cents per hour
B2	70 cents per hour
B3	74 cents per hour
B4	79 cents per hour
B5	85 cents per hour

BRAIDING:

GRADE	INCREASE
A1	42 cents per hour
A2	42 cents per hour
A3	44 cents per hour
B2	46 cents per hour
B5	49 cents per hour

4.2.2 The minimum hourly wage rate shall be as follows:

WOVEN AND CROCHET:

GRADE	HOURLY RATE OF PAY
A1	R14.74
A2 0-3 months	R14.82
4-6 months	R14.88
Qualified	R14.99
A3	R15.21
B1 0-6 months	R15.38
7-12 months	R15.50
Qualified	R15.70
B2 0-6 months	R15.53
7-12 months	R15.73
Qualified	R15.86
B3 0-6 months	R16.33
7-12 months	R16.54

Qualified	R16.73
B4	R17.80

CLOTHING ACCESSORIES:

GRADE	HOURLY RATE OF PAY
A1	R13.25
A2	R13.50
A3	R13.69
B1	R14.11
B2	R14.25
B3	R15.02
B4	R16.03
B5	R17.20

BRAIDING:

GRADE	HOURLY RATE OF PAY
A1	R8.42
A2	R8.52
A3	R8.94
B2	R9.36
B5	R9.99

4.3 New employees' entry level wage:

New employees, subject to the conditions set out below, will be remunerated in accordance with the following table:

Year 1 of employment	25 % below the hourly gazetted rate
Year 2 of employment	15 % below the hourly gazetted rate
Year 3 of employment	8 % below the hourly gazetted rate
Year 4 of employment	Normal hourly gazetted rate

This provision will not affect experienced employees. In terms hereof "experienced" will mean someone who has had experience in the Industry in the position being applied for and appointed to and this experience shall be offset against the phasing in period as set out above. The employee must have been employed in the Industry in the five years immediately preceding the date of engagement.

However, where the employee has more than five (5) years experience in that position, irrespective of how long he/she has been out of the Industry, he/she shall re-enter at 8 % below the gazetted hourly rate for a maximum of one year, whereafter the normal gazetted rates will apply.

4.4 THE GRADING SYSTEM IN THE SUB-SECTOR IS AS FOLLOWS:

GRADES AND JOB TITLES FOR CLOTHING ACCESSORIES

GRADE 1	A1	GENERAL WORKER LABOURER SORTER VAN GUARD WATCHMAN CANVAS OPENER SHUTTLE FILLER
GRADE 2	A2	ROLLER/SPOOLER/CASCADER/MAKE-UP WORKER/STRIP ROLLER LABEL CUTTER FINISHER DESPATCH PACKER FEEDER PRE-INSPECTOR/EXAMINER TABLE HAND SINGLE SET STITCHER/STITCHER BOW MAKER CROSS CUTTER COTTON WINDER
GRADE 3	A3	FACTORY CLERK MECHANICS ASSIT DOUBLE SET STITCHER
GRADE 4	(B1)	LABORATORY ASSIT FABRIC CUTTER/FABRIC STITCHER/MANUAL CUTTER/AUTO CUTTER SLOTTER BIAS MACHINE OPERATOR EMBROIDERY MACHINE MINDER
GRADE 5	(B2)	DRIVER HANDYMAN CLERK SET LEADER EMBROIDERY FIXER EMBROIDERY BADGE CUTTER
GRADE 6	(B3)	Q.CONTROLLER PLANNER/PLANNING CLERK STOREMAN EMBROIDERY MACHINE SETTER

GRADE 7	(B4)	MECHANIC ARTIST
GRADE 8	(B5)	SUPERVISOR PUNCH OPERATOR

GRADES AND JOB TITLES FOR NARROW FABRICS

GRADE 1	(A1)	GENERAL WORKER LABOURER SORTER VAN GUARD WATCHMAN
GRADE 2	(A2)	ROLLER/SPOOLER/CASCADER/MAKE-UP WORKER LABEL CUTTER FINISHER DESPATCH PACKER FEEDER PRE-INSPECTOR KNOTTER DOFFER/CREEL ATTENDANT ASSIT WAPER ASSIT WINDER
GRADE 3	(A3)	FACTORY CLERK MECHANICS ASSIT
GRADE 4	(B1)	WAPER WINDER ASSISTANT Q.CONTROLLER ASSIT LOOM TUNER LABORATORY ASSIT ASSIT WEAVING MACH OPERATOR
GRADE 5	(B2)	KNITTING MACHINE OPERATOR WEAVING MACHINE OPERATOR DYEHOUSE OPERATOR COVERING/TEXTURISING MACH OPERATOR DRIVER DYERS ASSIT HANDYMAN CLERK
GRADE 6	(B3)	LOOM CHANGER/TUNER/MACH SETTER Q.CONTROLLER PLANNING CLERK STOREMAN

GRADE 7	(B4)	MECHANIC SHIFT DYER
GRADE 8	(B5)	SUPERVISOR

GRADES AND JOB TITLES FOR BRAIDING

GRADE		
A1	CLEANER PACKER TEA MAKER LABOURER GENERAL WORKER WORK SHOP ASSISTANT	
A2	BRAIDER SPOOLER TIPPER WINDER TWISTER	
A3	FACTORY CLERK SETTERS (MECH ASSIST) STORE KEEPER (CARDEX) SAME AS FACTORY CLERK DESPATCH CLERK	
B2	DRIVER TEAM LEADER	
B5	SUPERVISOR	

THE DEFINITION OF THE VARIOUS JOB TITLES IS AS FOLLOWS:

ARTIST

means an employee who designs and draws patterns so that they can then be transposed by the punch operator.

ASSISTANT LOOM TUNER

means an employee engaged in assisting the loom tuner. This includes gaiting.

ASSISTANT QUALITY CONTROLLER

means an employee engaged in assisting the quality controller.

ASSIT WARPERS

means an employee who assists a warper.

ASSIT WEAVING MACHINE OPERATOR

means an employee engaged in assisting the weaving machine operator.

ASSIT WINDER

means an employee who assists a winder or a winding machine operator.

AUTOMATIC CUTTER

means an employee who operates an automatic cutting machine.

BIAS MACHINE OPERATOR

means an employee who operates a biasing machine which converts tubular fabric into biased rolls.

BOW MAKER

means an employee who is involved in the making of bows either by hand or on a machine.

BRAIDER

means an employee engaged in operating and loading braiding machine bobbins.

CANVAS OPENER

means an employee who opens canvases after the fabric has come off the Schiffli embroidery machine.

CLERK

means an employee who is engaged in:

- a. writing, typing and filing;
- b. operating a calculating, or a punch card machine, or a computer;
- c. any other form of clerical work;

and includes a cashier, despatch clerk, mannequin, storeman, telephone switchboard operator and work study clerk but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work;

COTTON WINDER

means an employee who operates a cotton winding machine.

COVERING/TEXTURISING MACHINE OPERATOR

means an employee who operates a covering machine or texturising machine.

CROSS CUTTER

means an employee who operates a cross cutting machine.

DESPATCH CLERK

means an employee engaged in filling in of waybills/packing slips and labels and packing into parcels, boxes or containers in readiness for transport.

DESPATCH PACKER

means an employee engaged in making up parcels, cartons or bales in readiness for transport, delivery or post.

DOFFER/CREEL ATTENDANT

means an employee engaged in replacing raw material and then knotting onto trailing end.

DOUBLE SET STITCHER

means an employee who performs the function of straight line stitching on a sewing machine on more than a single set.

DRIVER

means an employee engaged in driving a motor vehicle, scooter or fork lift, and for the purposes of this definition, driving a motor vehicle includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all the periods during which he is obliged to remain at his post in readiness to drive.

DYEHOUSE OPERATOR

means an employee who operates a dye house machine.

DYERS ASSIST

means an employee who under the supervision of a dyer, is responsible for the mixing of colours and/or formulae and who may attend or operate the machines used in dyeing and finishing processes.

EMBROIDERY BADGE CUTTER

means an employee who checks badges and motifs for damages and who cuts out the badges.

EMBROIDERY FIXER

means an employee who operates a single needle embroidery machine and repairs any damages to the embroidery caused by the Schiffli production machines.

EMBROIDERY MACHINE MINDER

means an employee who operates a Schiffli embroidery machine.

EMBROIDERY MACHINE SETTER

means an employee engaged in setting a Schiffli machine according to specifications.

EMBROIDERY SAMPLER

means an employee who aids the sample coordinator by cleaning samples, packing samples and liases with the costing department.

FABRIC CUTTER

means an employee who operates a circular blade cutting machine.

FABRIC STITCHER

means an employee who operates an overlock sewing machine and sews canvas onto the fabric so that it can go onto the Schiffli embroidery machine.

FACTORY CLERK

means an employee who is engaged in one or more of the following activities:-

- a. calculating piece - work or bonus payments from production schedules;
- b. checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by another employee;
- c. checking or recording for production control;
- d. copying invoices or other documents by machine or hand;
- e. issuing machine parts, tools, oil and other equipment from workshop store and/or recording same;
- f. issuing material, lining, canvas, trimming, buttons, cotton and zips to different departments of an establishment and/or recording same;
- g. issuing trimming, lining, cotton and zips to employees of an establishment from a sub-store and/or recording same;
- h. receiving into stock, goods, material, trimming, tools and other equipment and checking goods ordered such as quantity, size and quality.
- i. recording particulars of materials or general stores consumed or to be consumed or keeping stock records;
- j. recording particulars of waste;
- k. performing cardex functions.

Provided that a calculator may be used in carrying out one or more of the above duties.

FEEDER

means an employee engaged in minding/feeding/rethreading raw material into machine on a continuous process and who may be involved in loading dye machines.

FINISHER

means an employee responsible for feeding/minding a finishing process e.g. heat tunnel, drum machine, callendering and/or continuous dye range.

GENERAL WORKER

means an employee engaged in one or more of the following activities:-

- a. carrying, moving or stacking articles;
- b. delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle.;
- c. folding and/or inserting mail, affixing post stamps or labels for posting;
- d. making tea or similar beverages, snacks or sandwiches and washing cups, saucers and kitchen utensils;
- e. marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;
- f. opening or closing doors, unpacking boxes, packages, bales or the containers;
- g. operating a duplicating and/or addressograph and/or franking machine.
- h. cleaning of offices, premises, windows, floors and ablutions.

HANDYMAN

means an employee other than a mechanic who makes repairs or adjustments or effects renovations to buildings, fixtures, fittings, plant, machinery and other equipment.

KNITTING MACHINE OPERATOR

means an employee operating one or a set of knitting machines and capable of identifying faults, changing needles, sliders and sinkers, straightening tricks, including chain and card control and making minor adjustments to such items as yarn tensions when necessary.

KNOTTER

means an employee engaged in replacing beams and knotting warp ends onto trailing ends.

LABEL CUTTER

means an employee engaged in sorting and cutting labels either manually or by means of a label cutting machine.

LABORATORY ASSISTANT

means an employee who prepares samples and analyses products and who may make initial and routine tests and record the results thereof.

LABOURER

means an employee engaged in one or more of the following activities:-

- a. binding, wiring or strapping boxes or bales or other containers;
- b. cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;
- c. fitting and mending machine belts; cleaning, oiling and greasing machines; moving tools, equipment and machines; changing needles; cleaning cotton and/or cloth from underneath throat plate;
- d. general gardening work;
- e. loading or unloading vehicles; trailers or international standard containers.

LOOM CHANGER/TUNER/MACHINE SETTER

means an employee engaged in drawing in loom according to specification, placing heels, droppers and final setting of the machine.

MANUAL CUTTER

means an employee who operates a manual cutting machine

MECHANIC

means an employee who is engaged in the operation, maintenance rebuilding and refitting of machines and who is proficient in making repairs or adjustments to machinery or equipment used directly in the manufacture of products of an establishment.

MECHANICS ASSIST

means a person engaged in assisting the mechanic in maintaining plant machinery and who may be involved in assisting with minor repairs, general stripping and assembling machines.

PACKER

means an employee engaged in one or more of the following activities:-

- a. bagging of trimmings;
- b. packing trims into boxes or other suitable wrapping;
- c. assembling trims into bundles before them being sent to the despatch;
- d. sorting of trims.

PLANNING CLERK/PLANNER

means an employee who is responsible for the administration and planning of production in the factory.

PRE-INSPECTOR/EXAMINER

means an employee engaged in inspecting and/or measuring products during the manufacturing process.

PUNCH OPERATOR

means an employee who works on the card punching machine which transposes the designs for Schiffli machines onto jacquard cards.

QUALITY CONTROLLER

means an employee, other than a pre-inspector, who carries responsibility for quality control in a factory ensuring that the quality of any product, whether in a finished or unfinished state, meets the standard of quality determined by the employer.

ROLLER/SPOOLER/CASCADER/MAKE-UP WORKER/STRIP ROLLER

means an employee who is engaged in transferring fabric/yarn onto rolls, spools or into cartons.

SET LEADER

means an employee who is responsible for the work executed by the employees in a set or team under his charge and who takes an active part in the operation of a set.

SETTERS (MECH ASSIST)

means an employee engaged in adjusting and setting tension springs and gears on a braiding machine.

SHUTTLE FILLER

means an employee who fills the shuttles with yarn for the Schiffli embroidery machine.

SINGLE SET STITCHER

means an employee who performs the function of straight line stitching on a sewing or tubing machine on a single set.

SLOTTER

means an employee who operates a slotting machine.

SORTER

means an employee engaged in sorting out for various operations.

STITCHER

means an employee who operates a lock stitch machine sewing fabric together so that it can go through the schcaring machine.

STORE KEEPER

Means an employee engaged in the issuing of yarns to the winding department.

STOREMAN

means an employee in general charge of stores and/ or finished products and who is responsible for receiving, controlling, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch.

SUPERVISOR

means an employee who supervises a group of employees and carries the responsibility for the correct and efficient execution of the work entrusted to the care of such employee in a factory or a department of a factory.

TABLE HAND

means an employee involved in the laying up and cutting of broad width fabric.

TEAM LEADER

means an employee who is responsible for the work executed by the employees in a set or team under his charge and who takes an active part in the operation of a set.

TIPPER

means an employee engaged in operating a manual or automatic tipping machine.

TWISTER

means an employee engaged in the operating and loading of a twisting machine.

VAN GUARD

means an employee who accompanies the driver and assists in loading and dispatching goods, obtaining receipts and general duties pertaining to the vehicle.

WARPER

means an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam.

WATCHMAN

means an employee engaged in guarding premises, building or other property.

WEAVING MACHINE OPERATOR

means an employee operating one or a set of weaving machines and capable of identifying faults, changing needles, sliders and sinkers, straightening tricks, including chain and card control and making minor adjustments to such items as yarn tensions when necessary.

WINDER

means an employee engaged in operating a yarn winding machine.

WORKSHOP ASSISTANT

means an employee engaged in assembling, oiling, cleaning, carrier stripping and other minor stripping of machines and / or machine parts.

C. HOURS OF WORK**6. CLAUSE 15 OVERTIME**

Substitute the following for the existing clause 15

- 15.1 As per the provisions of clause 15.1 of Part 1 of this Agreement.
- 15.2 As per the provisions of clause 15.2 of Part 1 of this Agreement.
- 15.3 As per the provisions of clause 15.3 of Part 1 of this Agreement.
- 15.4 As per the provisions of clause 15.4 of Part 1 of this Agreement.
- 15.5 Aggregation of overtime
 - 15.5.1 Employees shall only qualify for the payment of overtime rates, once they have worked their full normal weekly hours of work for an applicable pay week.
 - 15.5.2 All absenteeism shall be taken into account for the purpose of calculating the total normal weekly hours worked by an employee.
 - 15.5.3 The provisions of this clause shall not apply to annual leave, protected industrial action, public holidays, short time, maternity leave, family responsibility leave and authorised shop stewards' time-off.

7. CLAUSE 17: PUBLIC HOLIDAYS

Substitute the following for the existing clause 17.7 and 17.10

The provisions of clause 17 of Part 1 of this agreement shall apply, subject to the following;

- 17.7 If an employee works for longer than 4 hours on a public holiday, then the employer must pay that employee at double his or her normal daily rate, or double the hourly rate for the hours worked, whichever is the greater.
- 17.10 An employee may take paid leave of 1 hour on 18 July each year for a general meeting at a time and place agreed between the employer and the trade union representatives at the workplace.

D: LEAVE**8. CLAUSE 22: SICK LEAVE**

Substitute the following for the existing clause 22.4

22.4 As per the provisions of clause 22.4 of Part 1 of this Agreement subject to the following additions:

22.4.1 As per the provisions of clause 22.4.1 of Part 1 of this Agreement.

22.4.2 As per the provisions of clause 22.4.2 of Part 1 of this Agreement.

22.4.3 As per the provisions of clause 22.4.3 of Part 1 of this Agreement.

22.4.4 To a temporary employee who works less than 24 hours per month.

E: EMPLOYEE BENEFITS**9. CLAUSE 27: FUNERAL BENEFITS**

Substitute the existing table with the following new table

The employee	R 1 500,00
The employee's spouse	R 1 500,00
The employee's children	
between 14 and 21 years	R 1 500,00
between 6 and 14 years	R 800,00
under 6 years (including stillborn)	R 500,00

H: GENERAL**10. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT**

Substitute the following for the existing clause 49.1

49.1 Industry Protection Fund: All employers shall pay an amount of 10^c per bargaining unit employee per week to the union's Industry Protection Fund. This contribution shall be paid annually and directly to the union, in a lump sum, by no later than 31 January each year, calculated on the number of employees in employ as at 30 November in the previous year.

11. CLAUSE 51: DEFINITIONS

Substitute the following for the existing clause 51

The provisions of Annexure A of Part 1 of this Agreement shall apply, subject to the following additions:

"bargaining unit" means all employees (weekly and monthly paid) who fall within the sectoral scope of the Woven and Crochet sub-sector as defined by clause 1.1 and 1.2 of Annexure C of Part 2 and for whom wages are prescribed in Annexure C of Part 2 of this Agreement;

"experience" means the time workers spent in the grade;

"Gross annual earnings" means the amount of money earned by an employee in a year, including ordinary hours, overtime, Sunday times, long service, public holiday, sick and leave pay, but excluding production, productivity and annual bonus;

"night shift" means the continuous period of work between 18:00 and 06:00.

PART 2

ANNEXURE D

MANUFACTURED FIBRES SUBSECTOR

A. APPLICATION

12. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement.

1.2 In addition to clause 1 of Part 1 of this agreement the scope of this sub sector will be defined as follows:

Manufactured Fibres Sub sector, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the making of: manufactured fibres, including the manufacture and distribution of polymers or other materials from which manufactured fibres are derived, the dyeing and / or finishing and / or processing in any manner whatsoever of such fibres, polymers or materials, and includes all operations, products and activities incidental thereto and consequent thereon.

B. REMUNERATION

13 CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1 and 4.2

4.1 As per the provisions of clause 4.1 of Part 1 of this Agreement.

4.2 Every employer must pay each employee a wage that is not less than the basic minimum wage set out in the table below.

Grade	Minimum Monthly Wage
A1	R3153.88
A2	R3331.97
A3	R3469.16
B1	R3606.32
B2	R3817.96
B3	R4039.30
B4	R4395.47
B5	R4921.41

PART 2**ANNEXURE E****CARPETS SUBSECTOR****A. APPLICATION****14. CLAUSE 1: SCOPE OF APPLICATION**

1.1 As per clause 1 of Part 1 of this agreement.

1.2 In addition to clause 1 of Part 1 of this agreement the scope of this sub sector will be defined as follows:

Carpets Subsector, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture and / or converting of: all types of carpets, rugs, carpet tiles and broadloom carpets, and includes all operations, products and activities incidental thereto and consequent thereon.

B. REMUNERATION**15 CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

4.1 The minimum wages for the Carpet Subsector which an employer shall pay to employees shall be R17.73 per hour unless an exemption is granted:

4.2 Every employer must pay each employee a wage that is not less than the minimum wage set out in clause 4.1 above.

4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.

16. CLAUSE 7: LONG SERVICE ALLOWANCE

Substitute the following for the existing clause 7

7.1 Every employer must pay each employee a long service award in addition to the wage prescribed in clause 4 above.

7.2 The long service award is:

(a) 60c per week for each completed year of service

(b) payable from 1 July 2007

7.3 The long service award from 1 January 2008 will be 65c per week for each completed year of service.

E: EMPLOYEE BENEFITS**17 CLAUSE 25: RETIREMENT FUND**

Substitute the following for the existing clause 25

- 25.1 As per the provisions of clause 25.1 of Part 1 of this Agreement
- 25.2 The employer contribution to the applicable retirement fund shall be a minimum of 7% of the basic wage and the employee contribution to the fund shall be 6% of the basic wage.
- Temporary employees in the employ of the employer shall not be entitled to retirement fund membership for any period of employment during the period of operation of Part 1 of this Agreement.

18. **CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

- 29.1 All employers in the Carpet Subsector shall recognise HIV/AIDS awareness training as a skills priority area within their Workplace Skills Plans and shall schedule two hours' paid time-off per employee per annum for HIV/AIDS awareness programmes co-ordinated by a HIV/AIDS Steering Committee at each establishment in association with the trade union's HIV/AIDS Project.
- 29.2 For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 20c (twenty cents) per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employ as at 30 November of the previous year. The union shall provide the employers with regular (at least bi-annual) reports on the activities of the SACTWU HIV/AIDS project.

PART 2

ANNEXURE F

WOOL AND MOHAIR SECTION

A. APPLICATION

19. **CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 As per clause 1 of Part 1 of this agreement
- 1.2 In addition to clause 1 of Part 1 of this agreement the scope of this subsector will be defined as follows:
- Wool and Mohair Section which, without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the purpose of handling and/or receiving and/or grading and/or sorting and/or weighing and/or cataloguing and/or washing and/or carbonising and/or combing and/or bleaching and/or shrink proofing

of wool, mohair, and/or similar fibres and includes all operations, products and activities incidental thereto and consequent thereon

E: EMPLOYEE BENEFITS

20. CLAUSE 29. SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

- 29.1 Each employee shall be granted two (2) hours paid time off per annum for HIV/AIDS awareness training. Such training to be co-ordinated by the SACTWU HIV/AIDS Project.
- 29.2 For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 30c (thirty cents) per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employ as at the 30 November of the previous year. The union shall provide the employers with regular (at least bi-annual) reports on the activities of the SACTWU HIV/AIDS Project.

G: ORGANISATIONAL RIGHTS

21. CLAUSE 35: SHOP STEWARDS' RIGHTS AND FACILITIES

Substitute the following for the existing clause 35.1

- 35.1 Shop stewards' leave entitlement shall be 7 days per shop steward per annum for the number of shop stewards set out in the Labour Relations Act. This shop stewards leave entitlement will increase to 8 days per shop steward per annum with effect from 1 July 2008.

PART 2

ANNEXURE G

WORSTED SECTION

A. APPLICATION

22. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement

1.2 In addition to clause 1. of Part 1 of this agreement the scope of this subsector will be defined as follows

Worsted Section, which without in any way limiting the ordinary meaning of the expression, shall mean that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the purpose of manufacturing worsted tops and / or noils; worsted yarns and / or worsted fabrics; and woolen and / or mixed yarns and /

or woolen or mixed cloths and / or by-products from wastes or other products and includes all operations, products and activities incidental thereto and consequent thereon.

B: REMUNERATION

23. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

4.1 The minimum wages for the Worsteds section, which an employer shall pay to employees shall be as specified in clause 4.2 below.

4.2 Every employer must pay each employee a wage that is not less than the minimum wage rate prescribed in the relevant table below and for the grade specified.

4.2.1 Verticals

GRADE	CURRENT MINIMUM HOURLY RATE	NEW MINIMUM HOURLY RATE FROM 1/7/2007
1	13.35	13.91
2	13.79	14.35
3	14.45	15.01
4	15.52	16.08

4.2.2 Spinners

GRADE	CURRENT MINIMUM HOURLY RATE	HOURLY RATE INCREASE	NEW MINIMUM HOURLY RATE FROM 1/7/2007
1	R13.03	R0.78	R13.81
2	R13.47	R0.81	R14.28
3	R14.14	R0.85	R14.99
4	R15.27	R0.92	R16.19

4.2.3. The current hourly rate for all Spinners on Wage Grades 1 to 4 will be increased as follows:

Grade 1: 0.78 cents per hour

Grade 2: 0.81cents per hour

Grade 3: 0.85 cents per hour

Grade 4: 0.92 cents per hour

The Council's minimum hourly rates for the Spinners shall be increased by 6.0% from the effective date of this agreement.

4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.

24. CLAUSE 6. SHIFT ALLOWANCE

Substitute the following for the existing clause 6

The various current practices which exist at plant level will continue to be implemented.

25. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8

8.1 VERTICALS

Every employer shall pay an amount of R619.84 in addition to the annual bonus equal to two (2) weeks wages, calculated on the actual basic hourly rate.

8.2 SPINNERS

Every employer shall pay an annual bonus equal to two (2) weeks wages, calculated on the actual basic hourly rate.

8.3 The annual bonus shall be payable in December of each year.

8.4 Temporary employees in the employ of the company as at December of each year shall be entitled to a pro-rata bonus for all periods of employment during that year.

26. CLAUSE 9: CHANGE IN OCCUPATION

Substitute the following for the existing clause 9

If an employer requires or permits an employee to work for longer than an hour in an occupation or skill level in respect of which a higher wage is prescribed, the employer must pay that employee at the higher wage rate per hour for all the ordinary work performed that day.

E: EMPLOYEE BENEFITS**27. CLAUSE 25: RETIREMENT FUND**

Substitute the following for the existing clause 25

25.1 As per the provisions of clause 25.1 of Part 1 of this Agreement.

25.2 Minimum contributions by the employer and the employee to the relevant Provident Fund shall be as follows:

Employer: 6.5% of employee's basic wage

Employee: 5.0% of employee's basic wage

28. CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employee in the Bargaining Unit shall contribute 30c (thirty cents) per week. These contributions shall be forwarded monthly by the employer to the SACTWU Finance Department – HIV Aids Project.

H: GENERAL**29. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT**

Substitute the following for the existing clause 49

JOB PROTECTION FUND: All employees in the Bargaining Unit shall pay an amount of 25c per week. These contributions shall be forwarded monthly by the

employer to the SACTWU Finance Department – Job Protection Fund.

PART 2

ANNEXURE H

WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR

A. APPLICATION

30. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement.

1.2 In addition to clause 1 of Part 1 of this agreement the scope of this subsector will be defined as follows:

Woven Cotton Textile Products Subsector, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the:

- A. manufacture of yarn from any combination of the following raw materials: cotton; spun silk; rayon, including viscose; acetate; cup ammonium; nylon; and / or any other synthetic or man-made fibre including all waste and / or by-products from any or all such fibres (but excluding the manufacture of any worsted processed yarn for use in the worsted part of the industry);
- B. manufacture of any woven cloth or fabric, from any or all of the raw materials and / or wastes and / or yarns mentioned in "A" (above), including manufactured filament yarns;
- C. printing and/or dyeing and / or finishing and / or processing of any raw materials, and / or wastes, and / or yarns and woven fabrics mentioned in "A" and "B" and includes all operations, products and activities incidental thereto and consequent thereon.

B: REMUNERATION

31. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

4.1 As per the provisions of clause 4.1 of Part 1 of this Agreement.

4.2 Every employer must pay each employee a wage, which is not less than the minimum wage rate prescribed in the table below:

Grade	Rand per Hour
1	15.21
2	15.51
3	15.93

4	16.62
5	17.46

- 4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.
- 4.4 If an employer is already paying equal to or more than the rates set out in clause 4.2 of this annexure at the date this Agreement comes into effect, the following minimum hourly increases shall be paid to employees:

Grade	Increase: Cents per Hour
1	0.86
2	0.88
3	0.90
4	0.94
5	0.99

4.5 Those employees who are employed in a higher grade than stipulated in clause 4.2, who fall within this subsector's bargaining unit and who are not covered by other wage agreements resulting from collective bargaining, shall receive a 6.0% increase on their actual hourly wage rate.

4.6 An employer who is paying less than the rates set out in clause 4.2 of this Annexure at the date this Agreement comes into effect, shall increase the wage rate paid to no less than that specified in clause 4.2 of this Annexure: Provided such wage increase is no lower than that specified in clause 4.4 of this Annexure.

4.7 The wage grading structure for this sub-sector shall be as follows:

GRADE	GENERIC JOB CLASSIFICATION	DESCRIPTIVE/ DISTINGUISHING CRITERIA	COMPARABLE JOB CLASSIFICATION*			
			PAT	TSK	HAY	PER
1	General Utility Worker	<ul style="list-style-type: none"> work of manual nature defined task: little or no discretion learning period <2 weeks mainly physical activity/process. 	A1 A2	1 2	G1	17 18 19
2	Attendant Assistant	<ul style="list-style-type: none"> discretion within defined limits learning period <4 weeks attends to process; does not control operation, semi repetitive functional equivalent to numeracy and literacy of Grade 7 education required. 	A3 B1	3 4	G2	15 16

3	Operator / Clerk	<ul style="list-style-type: none"> • previous experience at G2 maybe required • learning period up to six months before full competency achieved • functional equivalent to numeracy and literacy of Grade 10 education required. • discretion and judgement required in decision making • these skills are acquired through a learning period and developed by a consistent application and correction until operations become routine. 	B2	5	G3	14
4	Senior / Versatile Operator / Clerk	<ul style="list-style-type: none"> • Previous experience at G3 required • additional learning period up to one year • functional equivalent to numeracy and literacy of Grade 12 education required. • wide discretion and judgement in decision making • multiskilled, capable of operating more than one process competently in G3 and G4 operations. 	B3	6	G4	13
5	Supervisor Operator / Clerk Sectional Supervisor	<ul style="list-style-type: none"> • Responsible for a section of process or section plant • supervisor skills certified • Fully competent in all functions at G4. 	B4 B5	7 8	G5	11 12

*PAT = Paterson; TSK = Task; PER = Peromnes

4.8 Each company shall set up a Job Grading Committee to hear and decide disputes and/or appeals relating to the evaluation of jobs. The decisions of this Job Grading Committee shall be by simple majority, based on a secret vote, and shall be final and binding. The Job Grading Committee shall consist of an equal number of employer and employee representatives. Should the Grading Committee not be able to reach a decision, either party shall have the right to further utilise applicable procedures in terms of the provisions of applicable law.

32. CLAUSE 6: SHIFT ALLOWANCE

Substitute the following for the existing clause 6.1

6.1 An employer shall pay a minimum night-shift allowance of 5% of the basic hourly rate of pay for work performed between 18:00 and 06:00.

H: GENERAL**33. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT**

Substitute the following for the existing clause 49

- 49.1 **JOB PROTECTION CAMPAIGN:** All employers shall contribute an amount of 25c per bargaining unit employee per week to the SACTWU Job Protection Campaign. The monies collected to be paid to the Bargaining Council monthly and specified detailed reports to be submitted on the application of all funds utilized for the Job Protection Campaign. This clause shall remain in force until 30 June 2008.

34. CLAUSE 50: FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION

Substitute the following for the existing clause 50

- 50.1 This agreement shall remain in force until 31 December 2008, save that the parties to

the Council shall annually negotiate amendments to this agreement, unless otherwise agreed, provided that no such amendments shall take effect before 1 JULY 2008

- 50.2 Subject to the proviso in clause 50.1, either party to the Council shall have the right to pursue protected industrial action, in the event of agreement not being reached after utilizing applicable procedures, on any issue in negotiations between the parties on wages and other substantive issues.

- 50.3 Reference to negotiations in clause 50.2 above shall mean negotiations as contemplated in clause 50.1 above.

- 50.4 Section 65 (3) of the Labour Relations Act, shall not render industrial action contemplated in clauses 50.1 and 50.2 above to be unprocedural. On the contrary, it shall be deemed procedural, providing the other relevant provisions of the Labour Relations Act are complied with.

- 50.5 The provisions of this clause shall also be applicable to non-parties.

- 50.6 No industrial action shall be permitted on issues covered in any Council agreement during the effective period of such agreement, subject to the provisions of this clause.

PART 2**ANNEXURE I****HOME TEXTILES SECTION****A. APPLICATION****35. CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 As per clause 1 of Part 1 of this agreement.

1.2 In addition to clause 1 Part 1 of this agreement the scope of this subsector will be defined as follows:

Home Textiles Section, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of household textiles; textile furnishings; towels and toweling; and any other made-up textiles. and includes all operations and activities incidental thereto and consequent thereon; but excludes the manufacture of any garments and other products that are covered by the jurisdiction of the National Clothing Bargaining Council;

B. REMUNERATION

36. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

4.1 The minimum wages for the Home Textiles Section, which an employer shall pay to employees, shall be as specified in table 4.2 below.

4.2 Every employer must pay each employee a wage that is not less than the minimum wage rate prescribed in the table below and for the grades as specified in the grading table in 4.5 below:

GRADE	HOURLY RATE OF PAY
1	R 8.67
2	R 9.33
3	R 10.01
4	R 10.74
5	R 11.89

4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.

4.4 If an employer is already paying wage rates equal to or more than the wage rates set out in clause 4.2 of this Annexure at the date this agreement comes into effect, the following minimum hourly increases per grade shall be paid to employees:

GRADE	INCREASE
1	49 cents per hour
2	53 cents per hour
3	57 cents per hour
4	61 cents per hour
5	67 cents per hour

4.5 The Job Grading Structure for the Home Textiles Section will be as detailed in the table below:

GRADE	GENERIC JOB CLASSIFICATION	DESCRIPTIVE/ DISTINGUISHING CRITERIA	COMPARABLE JOB CLASSIFICATION *			
			PAT	TSK	HAY	PER
1	General Utility Worker	<ul style="list-style-type: none"> • Work of manual nature • Defined task: little or no discretion • learning period <2 weeks • Mainly physical pressure 	A1 A2	1 2	G1	17 18 19
2	Attendant Assistant	<ul style="list-style-type: none"> • Discretion within defined limits • learning period <4 weeks • attends to process; does not control operation, semi repetitive • functional equivalent to numeracy literacy of grade 7 required. 	A3 B1	3 4	G2	15 16
3	Operator / Clerk	<ul style="list-style-type: none"> • Previous experience at G2 maybe required • learning period up to six months before full competency achieved • functional equivalent to numeracy literacy of grade 10 required • discretion and judgement required in decision making • these skills are acquired through a learning period and developed by a consistent application and correction until operations become routine. 	B2	5	G3	14
4	Senior / Versatile Operator / Clerk	<ul style="list-style-type: none"> • Previous experience at G3 required • Additional learning period up to one year • Functional equivalent to numeracy literacy of grade 12 required • Wide discretion and judgement in decision making • and multiskilled, capable of operating more than one process competently in G3 and G4 operations. 	B3	6	G4	13
5	Supervisor Operator / Clerk Sectional Supervisor	<ul style="list-style-type: none"> • Responsible for a section of process or section plant • supervisor skills certified • fully competent in all functions at G4. 	B4 B5	7 8	G5	11 12

*PAT = Paterson; TSK = Task; HAY = Hay; PER = Peromnes

Procedures to resolve grading grievances will be agreed upon at plant level.

E: EMPLOYEE BENEFITS

37. CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

Each employer shall contribute 30c per week per employee towards the SACTWU HIV/AIDS Project. This contribution shall be paid over directly to the SACTWU Finance Department (Head Office Account), at the end of December and the end of June of each year

H: GENERAL

38. CLAUSE 50: FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION

Substitute the following for the existing clause 50.1

50.1 This Agreement shall remain in force until 31 December 2008, save that the parties to the Council shall annually negotiate amendments to this Agreement, unless otherwise agreed, provided that no such amendments shall take effect before 1 July 2008.

PART 2

ANNEXURE J

BLANKETS SECTION

A. APPLICATION

39. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement.

1.2 In addition to clause 1 of Part 1 of this agreement this subsector will be defined as follows:

Blankets Section, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of:

- A. all types of blankets and blanketing (not limited to blanketing, throws, travelling rugs and shawls, whether un-raised, raised, plain, dyed, printed, blanketing in roll-form or otherwise treated) made by woven, knitted (circular or warp), needle-punch, tufted, malipol, malimo processes;
- B. yarns for sale or on commission, if such yarns in the final weight of woollen, worsted, acrylic, cotton, mohair or mixed composition yarns, measure 5 000 metres or

more (50d-tex or more) to the kilogram, for use in the manufacture of the articles referred to in paragraph A., and includes all operations, products and activities incidental thereto and consequent thereon.

B: REMUNERATION

40. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

- 4.1 The minimum wage for the Blanket Section which an employer shall pay to employees shall be as specified in clause 4.2 below.
- 4.2 Every employer must pay each employee a wage that is not less than the minimum wage set out in the table below.

s	Grade	Experience	Increase per hour	Rate per Hour
1		-	0.49cents	8.81
2		0 – 3 months Qualified	0.53 cents 0.55 cents	9.51 9.73
3		0 – 12 months Qualified	0.57 cents 0.58 cents	10.17 10.26
4		0 – 12 months Qualified	0.63 cents 0.64 cents	11.27 11.38
5		0 – 12 months Qualified	0.80 cents 0.81 cents	14.19 14.35

4.3As per the provisions of clause 4.3 of Part 1 of this Agreement.

4.4An employer who pays an employee below the wage specified in clause 4.2 shall implement the minimum wage.

4.5An employer who pays an employee more than the minimum wage specified in clause

4.2 must continue to pay the higher wage.

4.6The grading structure for the Blanket section shall be as follows:

Grade	Positions : General Worker
1	Cleaner Tea Preparer Kitchen Attendant Raw Material Sorter Blanket / Material Cleaner String Remover Waste Handler Cloth Carrier Silo Assistant Bale Opener Spinning Waste Sorter Labourer
Grade	Positions : Process Worker

2	Dye House Helper Lubricator / Oiler Yarn Transporter Yarn Weigher Vaporizer Perching Assistant Weft Supplier Blanket Folder Tow Cutter Bale Presser Truck Assistant Blanker Handler Blanket Transporter Plastic Wrapper Shop Assistant Blanket Distributor Sample Preparer Edging Bobbin Preparer Engineering Aid
Grade	Positions : Process Operator
3	Blending Operator Mechanical Card Cleaner Carding Operator Card Wheel Operator Security Guard Spinning Operator Winding Operator Twisting Operator Creeler Weaver Drawer-in Operator Fringing Operator Stenter Operator Milling / Washing / Scouring Operator Poll Rotor Operator Calendering Operator Sewer Blanket Cutter Boiler Attendant Forklift Driver Light Motor Vehicle Driver Clerk
Grade	Positions: Senior/Multi-skilled Operator
4	Warper Percher Knotter Loom Loader Head Weaver Dye Weigher Laboratory Assistant

	Quality Checker Handyman Senior Clerk Senior Security Guard Truck Driver Unit Supervisor / Team Leader
Grade	Positions : Supervisory / Mechanical
5	Loom Tuner Machine Mechanic Production Controller Section Supervisor Security Supervisor

4.7 Collective bargaining on job grading systems shall take place at Council level.

4.8 Any complaint, grievance or dispute relating to the evaluation of any job and grade shall be processed through the applicable grievance procedure at plant level.

41. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8

8.1 Every employer must pay each employee an annual bonus of 4.8 % of the actual basic earnings per annum or 2.5 weeks of this basic earnings, calculated on the actual basic hourly rate.

8.2 The annual bonus is paid not later than a week before Christmas Day in December each year.

8.3 The annual bonus is based on a full year of service commencing on 1 November of the preceding year ending on 31 October of the year in which the annual bonus is paid.

8.4 If an employee starts employment on or after 1 November, that employee is entitled to a pro-rata amount of the annual bonus for the period worked up to 31 October.

8.5 Where the bonus is payable annually in December of each year, an employee whose employment is terminated:

8.5.1 before 1 November is not entitled to any annual bonus; or

8.5.2 on or after 1 November but before the actual date of payment of this bonus, must be paid the annual bonus on the date of termination;

8.6 With effect from 01 August 2007, a fixed term contract employee who has worked continuously for an employer for a full calendar cycle as at 31 October of each year, must receive a minimum annual bonus equivalent to 0.96% of the employee's actual annual basic wages, calculated at such employee's basic weekly or monthly rate.

8.6.1 With effect from 01 August 2007, an employee who has less than one calendar cycle year of service as at 31 October of that year, shall receive an annual bonus pro-rated to the actual completed months of service, calculated at such employee's basic weekly or monthly rate.

- 8.6.2 The annual bonus is to be paid annually in December each year.
- 8.6.3 Any fixed term contract employee who terminates employment before 1 November each year, is not entitled to any annual bonus.
- 8.7 Any temporary employee in the employ of the employer shall not be entitled to annual bonus for any period of employment during the period of operation of Part 1 of this Agreement

PART 2

ANNEXURE K

NON WOVEN TEXTILES SUBSECTOR

A. APPLICATION

42. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement.

1.2 In addition to clause 1 of Part 1 of this agreement the scope of this subsector will be defined as follows:

Non-Woven Textiles Subsector, without in any way limiting the ordinary meaning of the expression, shall mean that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of: all types of non-woven textile products including but not limited to flock, wadding, padding, felt, under-felt, medical wadding, cotton wool, and needle-punched, stitch-bonded, spun-bonded; chemically-bonded, thermo-bonded or laminated textile fibre materials. It shall include all operations, products and activities incidental thereto and consequent thereon.

B. REMUNERATION

43. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

- 4.1 As per the provisions of clause 4.1 of Part 1 of this agreement.
- 4.2 Every employer must pay each employee a wage that is not less than the minimum wage set out in the table below.

Grade	Hourly rate of pay
A1 / A2	R14.91
A3 / B1	R15.08
B2 / B3	R15.83
B4 / B5	R17.02

- 4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.
- 4.4 The grading system implemented in this sub-sector is the Paterson Decision Band Methodology.

Signed at DURBAN, for and behalf of the parties to the Council this 30th day of October 2007

EJ MILNE
CHAIRMAN OF THE COUNCIL

J DANIEL
SECRETARY OF THE COUNCIL
