

No. R. 38

23 January 2009

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 2 February 2009 and for the period ending 31 December 2009.

**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 Employers'

Association (WCKNFMEA)

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 as amended and extended by Government notices Nos. R.430 of 18 April 2008 and R.1149 of 31 October 2008.

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, as follows:

"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 alginates, 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 of 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 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 2009.

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.

H. GENERAL

4. CLAUSE 45: REGISTRATION OF EMPLOYERS AND EMPLOYEES

Substitute the following for the existing clause 45

Unless otherwise specified in the relevant Annexures in Part 2 of this agreement-

45.1 every employer in the Textile Industry to whom this Agreement is applicable, and who has not registered with Council, shall, within 30 days from the date on which this Agreement becomes effective, register with the Council and furnish the following particulars to the Secretary of the Council:

45.1.1 the employer's name and address;

45.1.2 the business's name and address;

45.1.3 the date of the start of the business;

45.1.4 the nature of the business and product made;

45.1.5 an application for membership of the Textile Industry

Provident fund, subject to the provisions of clause 25.1;

45.2 Every employer shall notify the Council in writing of any change in particulars furnished on registration or of ceasing operations in the Industry, within 14 days of such change or of ceasing operations;

45.3 An employer shall comply with all the terms and provisions of this Agreement and if this Agreement is silent on a certain issue, also with the terms and provisions of any employment law;

- 45.4 Every employer shall keep employee records as specified by the Basic Conditions of Employment Act, No. 75 of 1997;
- 45.5 Each employer must submit statistical and information returns in the prescribed formats by the required date as determined by the Council from time to time;
- 45.6 The Secretary of the council must keep a register of all known employers engaged in the industry.

PART 2

ANNEXURE C

WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR

A. APPLICATION

5. 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

6. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2 and 4.3

- 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	119 cents per hour
A2 0-3 months	120 cents per hour
4-6 months	121 cents per hour
Qualified	121 cents per hour
A3	123 cents per hour
B1 0-6 months	125 cents per hour
7-12 months	126 cents per hour
Qualified	127 cents per hour

B2 0-6 months	126 cents per hour
7-12 months	127 cents per hour
Qualified	128 cents per hour
B3 0-6 months	132 cents per hour
7-12 months	134 cents per hour
Qualified	136 cents per hour
B4	144 cents per hour

CLOTHING ACCESSORIES:

GRADE	INCREASE
A1	107 cents per hour
A2	109 cents per hour
A3	111 cents per hour
B1	114 cents per hour
B2	115 cents per hour
B3	122 cents per hour
B4	130 cents per hour
B5	139 cents per hour

BRAIDING:

GRADE	INCREASE
A1	68 cents per hour
A2	69 cents per hour
A3	72 cents per hour
B2	76 cents per hour

B5	81 cents per hour
----	-------------------

4.2.2 The minimum hourly wage rate shall be as follows:

WOVEN AND CROCHET:

GRADE	HOURLY RATE OF PAY
A1	R15.93
A2 0-3 months	R16.02
4-6 months	R16.09
Qualified	R16.20
A3	R16.44
B1 0-6 months	R16.63
7-12 months	R16.76
Qualified	R16.97
B2 0-6 months	R16.79
7-12 months	R17.00
Qualified	R17.14
B3 0-6 months	R17.65
7-12 months	R17.88
Qualified	R18.09
B4	R19.24

CLOTHING ACCESSORIES:

GRADE	HOURLY RATE OF PAY
A1	R14.32

A2	R14.59
A3	R14.80
B1	R15.25
B2	R15.40
B3	R16.24
B4	R17.33
B5	R18.59

BRAIDING:

GRADE	HOURLY RATE OF PAY
A1	R9.10
A2	R9.21
A3	R9.66
B2	R10.12
B5	R10.80

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.

D: LEAVE

7. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE

Substitute the following for the existing clause 24.2.3

The following provisions on family responsibility leave are applicable in this subsector

24.2.3 the employee's minor child, and / or parents and/or spouse / life partner are ill; and

- (a) minor child is defined as a child under 18 years old and discretion is with management to pre-authorise such leave for older dependent children;
- (b) a life partner means any person who is party to a permanent heterosexual, or homosexual relationship that involves cohabitation and mutual emotional support. An employee may only claim family responsibility leave in respect of a life partner if he/she is unmarried and the life partner has been registered with the employer. The onus is on the employee to deregister a previous life partner and register a new life partner when a new domestic partnership is established;
- (c) in order for such leave to be authorized, a valid medical certificate will have to be submitted confirming the seriousness of the illness and that the spouse or life partner requires the assistance of the employee.

G: ORGANISATIONAL RIGHTS

8. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Substitute the following for the existing clause 35.4

The provisions of clause 35 of Part 1 of this Agreement should apply, subject to the following:

35.4 Each shop steward should be entitled to eight (8) days' paid time off for trade union, SETA and Bargaining Council activities of which 3 days shall be pooled and such pooled days shall be available to all recognized shop stewards in

the plant, subject to existing rules agreed to by the parties governing shop stewards time off and also contained in this subsector schedule.

PART 2

ANNEXURE D

MANUFACTURED FIBRES SUBSECTOR

A. APPLICATION

9. 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:

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**10. 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	R3798.80
A2	R4095.68
A3	R4253.24
B1	R4591.42
B2	R4796.06
B3	R5077.56
B4	R5464.75
B5	R6013.33

11. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8.5

- 8.5 Employees employed on a temporary basis in the employ of a company as at December each year shall be entitled to a pro-rata bonus for all periods of employment during that year.

12. CLAUSE 10: TEMPORARY EMPLOYEES

Delete clause 10.9

- 10.9 temporary employees in the employ of the employer shall be entitled to a pro rata annual bonus for all periods of employment during that year.

PART 2**ANNEXURE E****CARPETS SUBSECTOR****A. APPLICATION****13. 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**14. 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 R19.52 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*.

15. 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) 75c per week for each completed year of service
- (b) payable from 1 July 2008

E: EMPLOYEE BENEFITS

16. 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 7.5% of the basic wage and the employee contribution to the fund shall be 6.5% 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*.

H: GENERAL**17. CLAUSE 41: CLOSED SHOP**

Substitute the following for the existing clause 41

- 41 As per the provisions of clause 41 of Part 1 of *this Agreement*

PART 2**ANNEXURE F****WOOL AND MOHAIR SECTION****A. APPLICATION****18. 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

G: ORGANISATIONAL RIGHTS

19. CLAUSE 35: SHOP STEWARDS' RIGHTS AND FACILITIES

Substitute the following for the existing clause 35

- 35.1 Shop stewards' leave entitlement shall be 8 days per shop steward per annum with effect from 1 July 2008 for the number of shop stewards set out in the Labour Relations Act.
- 35.2 In addition, each shop steward shall be entitled to one (1) day's paid time off, once off, for HIV/AIDS awareness training, and one (1) shop steward from each of the employers shall be entitled to attend the annual substantive negotiations on a paid basis.
- 35.3 Shop stewards at each workplace shall be granted one hour paid time off for a factory shop steward committee meeting, each month.
- 35.4 Each shop stewards' committee shall, at each company and by the 20th of each month, be provided with schedules reflecting the following details on request from the senior shop steward, of all employees in the bargaining unit, broken down by permanent employees, learnerships and /or temporary workers.
- 35.5 Each employer shall provide the shop stewards' committee access to e-mail facilities not exceeding 20 minutes per day.

PART 2**ANNEXURE H****WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR****A. APPLICATION****20. 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

21. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6

- 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	16.54
2	16.87
3	17.32
4	18.07
5	18.99

- 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 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	133 cents per hour

2	136 cents per hour
3	139 cents per hour
4	145 cents per hour
5	153 cents per hour

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 8.75% 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.

22. CLAUSE 10: TEMPORARY EMPLOYEES

Substitute the following for the existing clause 10

10.1 As per the provisions of clause 10.1 of Part 1 of this Agreement

10.2 80% of the basic hourly wage payable to an employee in accordance with the Councils minimum hourly rates for the sub-sector, for all temporary employees who have been employed after 1 July 2008. This clause shall remain in force until 30 June 2009.

- 10.3 After six months of employment, temporary employees shall be deemed to be permanent employees and their employment terms and conditions shall be adjusted accordingly. Any variation of this arrangement shall be by agreement between the parties at plant level.
- 10.4 At no stage shall the total number of temporary employees exceed 10% of the total number of permanent employees at any company, unless otherwise agreed between the parties at plant level.
- 10.5 Temporary employees in the employ of a company as at December each year shall be entitled to a pro rata annual bonus for all periods of employment during that year.
- 10.6 All temporary employees shall be covered by the closed shop agreement.

E: EMPLOYEE BENEFITS

23. 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 with effect from 1 October 2008, the minimum contributions by the employer and employee to a registered fund shall be as follows:
- EMPLOYER: 6% of employee's basic wage
- EMPLOYEE: 5.5% of employee's basic wage
- 25.3 where the employer contribution to a retirement fund for an employee is in excess of 6% of the employees basic wage, the

current actual employer contribution be increased by 0.5% with effect from 1 October 2008.

H: GENERAL

24. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Delete the existing clause 49.1

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.

25. 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 2009, 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 2009.

PART 2

ANNEXURE I

HOME TEXTILES SECTION

A. APPLICATION

26. 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

27. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3 and 4.4

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:

GRADE	HOURLY RATE OF PAY
1	R 9.61
2	R 10.27
3	R 10.95
4	R 11.68
5	R 12.83

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	94 cents per hour
2	94 cents per hour
3	94 cents per hour
4	94 cents per hour
5	94 cents per hour

H: GENERAL

28. 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 2009, 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 2009.

PART 2

ANNEXURE J

BLANKETS SECTION

A. APPLICATION

29. 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

30. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4 and 4.5

- 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.

Grades	Experience	Increase per hour	Rate per Hour
1	-	0.70 cents	9.51
2	0 – 3 months	0.76 cents	10.27
	Qualified	0.76 cents	10.49
3	0 – 12 months	0.81 cents	10.98
	Qualified	0.81 cents	11.07
4	0 – 12 months	0.90 cents	12.17
	Qualified	0.90 cents	12.28
5	0 – 12 months	1.13 cents	15.32
	Qualified	1.13 cents	15.48

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

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

4.5 An employer who pays an employee more than the *minimum wage* specified in clause 4.2 must continue to pay the higher wage.

31. CLAUSE 8: ANNUAL BONUS

Replace the existing clause 8.6 with the following new clause 8.6

8.6 With effect from 01 August 2008, 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 1.92% 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 2008, 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*

E: EMPLOYEE BENEFITS

32. 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 Contributions by the employer and the employee of the textile Industry Provident Fund shall be as follows:
- Employer: 5.75 per cent of employee's basic wage;
- Employee: 5.75 per cent of employee's basic wage.
- 25.3 A temporary employee 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.

G: ORGANISATIONAL RIGHTS

33. CLAUSE 35: SHOP STEWARDS' RIGHTS AND FACILITIES

Substitute the following for the existing clause 35.4

- 35.4 Shop stewards' at each establishment shall be entitled to (50) days paid time off, pooled between them, for union activities and training, Such leave shall not be accumulated or transferable.

PART 2

ANNEXURE K

NON WOVEN TEXTILES SUBSECTOR

A. APPLICATION

34. 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

35. 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	R16.25
A3 / B1	R16.44
B2 / B3	R17.25
B4 / B5	R18.55

- 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
A1 / A2	134 cents per hour
A3 / B1	136 cents per hour
B2 / B3	142 cents per hour
B4 / B5	153 cents per hour

4.5 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 13 day of November 2008

W van der RHEEDE
CHAIRMAN OF THE COUNCIL

J DANIEL
SECRETARY OF THE COUNCIL