
GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1094

26 November 2010

LABOUR RELATIONS ACT, 1995

NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT

I, NELISIWE MILDRED OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National 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 from6 December 2010..... and for the period ending 31 December 2011.

NM OLIPHANT
MINISTER OF LABOUR

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NM OLIPHANT
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)

Narrow Fabric Manufacturers Association (NFMA)

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, R.1149 of 31 October 2008, R.38 of 23 January 2009, R.1151 of 11 December 2009 and R.635 of 23 July 2010

PART 1

A: APPLICATION

1. SCOPE OF APPLICATION

Substitute the following for the existing clause 1

(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 hereunder, in the Republic of South Africa.

(b). The Textile Industry in the Republic of South Africa is defined 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 aliginate 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 and 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 1.1.1 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 1.1.1 and 1.1.2 above.

1.2 Scope as defined by product:

The products and activities referred to 1.1. (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 the National 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 auto mobiles, airplanes, 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;
- 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.

(c). The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.

(d) 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 2011.

PART 2**ANNEXURE C****WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR****A. APPLICATION****3. CLAUSE 1: SCOPE OF APPLICATION**

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

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

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

- 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	101cents per hour
A2 0-3 months	102 cents per hour
4-6 months	102 cents per hour

Qualified	103 cents per hour
A3	104 cents per hour
B1 0-6 months	105 cents per hour
7-12 months	106 cents per hour
Qualified	108 cents per hour
B2 0-6 months	107 cents per hour
7-12 months	108 cents per hour
Qualified	109 cents per hour
B3 0-6 months	112 cents per hour
7-12 months	113 cents per hour
Qualified	115 cents per hour
B4	122 cents per hour

CLOTHING ACCESSORIES:

GRADE	INCREASE
A1	91 cents per hour
A2	93 cents per hour
A3	94 cents per hour
B1	97 cents per hour
B2	98 cents per hour
B3	103 cents per hour
B4	110 cents per hour
B5	118 cents per hour

BRAIDING:

GRADE	INCREASE
A1	58 cents per hour
A2	58 cents per hour
A3	61 cents per hour
B2	64 cents per hour
B5	69 cents per hour

4.2.2 The minimum hourly wage rate shall be as follows:

WOVEN AND CROCHET:

GRADE	HOURLY RATE OF PAY
A1	R17.94
A2 0-3 months	R18.04
4-6 months	R18.12
Qualified	R18.24
A3	R18.51
B1 0-6 months	R18.72
7-12 months	R18.87
Qualified	R19.11
B2 0-6 months	R18.91
7-12 months	R19.14
Qualified	R19.30
B3 0-6 months	R19.87
7-12 months	R20.13

Qualified	R20.37
B4	R21.66

CLOTHING ACCESSORIES:

GRADE	HOURLY RATE OF PAY
A1	R16.13
A2	R16.43
A3	R16.67
B1	R17.17
B2	R17.34
B3	R18.29
B4	R19.51
B5	R20.93

BRAIDING:

GRADE	HOURLY RATE OF PAY
A1	R10.25
A2	R10.37
A3	R10.87
B2	R11.39
B5	R12.17

4.3 Clause 4.3 of Part 1 of this Agreement is not applicable in this subsector

4.4 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.

4.5 THE GRADING SYSTEM IN THE SUBSECTOR IS AS FOLLOWS:

Replace the existing Grades and Job Titles Table for Narrow Fabrics with the following new table below:

"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 WARPER ASSIT WINDER
GRADE 3	(A3)	FACTORY CLERK MECHANICS ASSIT
GRADE 4	(B1)	WARPER 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 DYER'S ASSIST HANDYMAN CLERK NARROW FABRIC AND/ OR LABEL PRINTER
GRADE 6	(B3)	LOOM CHANGER/TUNER/MACH SETTER Q.CONTROLLER PLANNING CLERK STOREMAN
GRADE 7	(B4)	MECHANIC SHIFT DYER
GRADE 8	(B5)	SUPERVISOR"

C: HOURS OF WORK

5. CLAUSE 17: PUBLIC HOLIDAYS

Insert the following new clauses 17.11 and 17.12

"17.11 An employee who absents himself/herself from work on any ordinary working day immediately preceding and/or immediately following any public holiday, shall not be paid for such public holiday unless such absence is on account of medically certified sickness or a protected strike.

17.12 For the duration of this agreement only, 25 December 2010 will be a paid Public Holiday albeit that it falls on a Saturday. "

E: EMPLOYEE BENEFITS**6. CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29.4

29.4 All employers shall grant each employee 30 minutes paid time off on World Aids Day (1 December) to commemorate the day and participate in awareness activities arranged by the union. Details of the program to be agreed at plant level.

H: GENERAL**7. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT**

Substitute the following for the existing clause 49.4

49.4 Attendance Bonus:

The parties agree to the principle of increased productivity through an attendance incentive. All bargaining unit employees shall receive an incentive of 0.75% per week for full attendance based on the gazetted normal hourly rates as reflected in the table below, subject to the following eligibility exclusions:

49.4.1 10 minutes leeway per working week.

49.4.2 Protected strike – the 0.75% referred to above will be based on a pro rata calculation of normal hours worked in the week during which the protected strike took place.

49.4.3 1 day maximum per month for pre-authorised absence for the purposes of a medical check up or collection of medication for a chronic condition diagnosed by a registered medical practitioner.

49.4.4 National and/or regional transport strike.

49.4.5 Authorised shop steward's leave.

49.4.6 The incentive will be calculated and accumulated weekly and paid quarterly.

WOVEN AND CROCHET:

GRADE	ATTENDANCE INCENTIVE HOURLY RATE
A1	0.13 cents per hour
A2 0-3 months	0.14 cents per hour
4-6 months	0.14 cents per hour
Qualified	0.14 cents per hour
A3	0.14 cents per hour
B1 0-6 months	0.14 cents per hour
7-12 months	0.14 cents per hour
Qualified	0.14 cents per hour
B2 0-6 months	0.14 cents per hour
7-12 months	0.14 cents per hour
Qualified	0.14 cents per hour
B3 0-6 months	0.15 cents per hour
7-12 months	0.15 cents per hour
Qualified	0.15 cents per hour
B4	0.16 cents per hour

CLOTHING ACCESSORIES:

GRADE	ATTENDANCE INCENTIVE HOURLY RATE
A1	0.12 cents per hour
A2	0.12 cents per hour
A3	0.13 cents per hour
B1	0.13 cents per hour
B2	0.13 cents per hour
B3	0.14 cents per hour
B4	0.15 cents per hour
B5	0.16 cents per hour

BRAIDING:

GRADE	ATTENDANCE INCENTIVE HOURLY RATE
A1	0.08 cents per hour
A2	0.08 cents per hour
A3	0.08 cents per hour
B2	0.09 cents per hour
B5	0.09 cents per hour

Insert the following new clauses 49.5 and 49.6

49.5 Labour Brokers and employers are jointly and severably liable with regards to non compliance in terms of the wage schedules and conditions of employment applicable to this sub-sector.

49.6 Employers are encouraged but not legally bound to participate in the

Department of Labour's voluntary 'Training Layoff Scheme' as an alternative to extended short time or retrenchment.

PART 2

ANNEXURE D

MANUFACTURED FIBRES SUBSECTOR

A. APPLICATION

8. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

9. CLAUSE 4: MINIMUM WAGES

(1) 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	R4659.25
A2	R5023.35
A3	R5216.60
B1	R5631.40
B2	R5882.40
B3	R6227.60
B4	R6702.52
B5	R7375.35"

(2) Insert the following new clause 4.5:

“4.5 With effect from 01 January 2011, every employer must pay each employee a wage that is not less than *minimum wage* rate prescribed in the table below:

Grade	Minimum Monthly Wage
A1	R4845.62
A2	R5224.28
A3	R5425.26
B1	R5856.65
B2	R6117.69
B3	R6476.70
B4	R6970.62
B5	R7670.36”

PART 2

ANNEXURE E

CARPETS SUBSECTOR

A. APPLICATION

10. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

11. 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 R21.97 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*."

12. CLAUSE 7: LONG SERVICE ALLOWANCE

Substitute the following for the existing clause 7:

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

7.2 The long service allowance is R1.00 per week for each completed year of Service"

PART 2

ANNEXURE F

WOOL AND MOHAIR SECTION

A. APPLICATION

13. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement

B. REMUNERATION

14. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4"

"4.1 The *minimum* wages for the *Wool and Mohair Section* which an employer shall pay to employees shall be R22.94 per hour.

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 the Part 1 of this Agreement.”

C: HOURS OF WORK

15. CLAUSE 19: SHORT TIME

Substitute the following for the existing clause 19:

“19.1 An employer may reduce the number of ordinary hours’ in a day or a week on four hours’ notice to the employees.

19.2 If the employer fails to give four hours’ notice, the employer must pay the employees in lieu of the required notice

19.3. An employer shall give the union three days’ prior notice of short time working due to operational reasons within the employer’s control

19.4 If the employer fails to give three days’ notice, as per clause 19.3 above, the employer must pay the employees in lieu of the required notice”

G: ORGANISATION RIGHTS

16: CLAUSE 35: SHOPSTEWARDS’ RIGHTS AND FACILITIES

Substitute the following for the existing clause 35.1

“35.1 Shop stewards’ leave entitlement shall be ten days per shop steward per annum for the number of shop stewards set out in the Labour Relations Act.”

PART 2**ANNEXURE G****WORSTED SECTION****A. APPLICATION****17. CLAUSE 1: SCOPE OF APPLICATION**

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

B: REMUNERATION**18. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

- "4.1 The *minimum* wages for the *Worsted 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 tables below and for the grade specified.

4.2.1 Verticals

	CURRENT	NEW HOURLY RATE
GRADE	HOURLY RATE	

1	15.08	16.25
2	15.52	16.69
3	16.18	17.35
4	17.25	18.42

4.2.2 Spinners

4.2.2.1 AREA A: KWAZULU NATAL EXCLUDING DURBAN

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	12.04	0.90	12.94
2	12.46	0.93	13.39
3	13.07	0.98	14.05
4	14.12	1.08	15.18

4.2.2.2 AREA B: EASTERN CAPE EXCLUDING PORT ELIZABETH

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	11.54	0.87	12.41
2	11.95	0.90	12.85
3	12.56	0.94	13.50

4	13.81	1.02	14.63
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**4.2.2.3 AREA C: REST OF REPUBLIC OF SOUTH AFRICA INCLUDING
DURBAN AND PORT ELIZABETH**

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	15.05	1.13	16.18
2	15.67	1.17	16.74
3	16.34	1.29	17.57
4	17.66	1.32	18.97

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

19. CLAUSE 6. SHIFT ALLOWANCE

Substitute the following for the existing clause 6:

6.1 VERTICALS

An employer must pay a shift allowance (to each employee who works a shift or part of a shift) of 4% of the basic hourly rate for work performed between 18.00 and 22.30, and 12% for work performed between 22.30 and 06.00.

6.2 SPINNERS

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

20. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8

"8.1 VERTICALS

- (a) Every employer shall pay an amount of R1035.84 in addition to the annual bonus equal to two (2) weeks wages, calculated on the actual basic hourly rate.
- (b) A pro-rata bonus payment of R1035.84 will be payable to all employees who leave the service of the company before December each year when the bonus is due to be paid.

8.2 SPINNERS

- (a) 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."

E: EMPLOYEE BENEFITS**21. 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:

VERTICALS

EMPLOYER: 7.0% of employee's basic wage.

EMPLOYEE: 5.0% of employee's basic wage.

SPINNERS

EMPLOYER: 6.5% of employee's basic wage.

EMPLOYEE: 5.0% of employee's basic wage.

22. CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

29.1 VERTICALS

For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 50c (fifty cents) per week per employee. Such contribution shall be paid 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 employment as at 30 November of the previous year.

29.2 SPINNERS

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**23. CLAUSE 52: HIV/ AIDS**

Insert the following new clause 52

As per the provisions of Clause 52 of Part 1 of this Agreement.

PART 2**ANNEXURE H****WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR**

A. APPLICATION**24. CLAUSE 1: SCOPE OF APPLICATION**

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

B: REMUNERATION**25. 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	19.02
2	19.41
3	19.92
4	20.79
5	21.84

- 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	124 cents per hour
2	127 cents per hour
3	130 cents per hour

4	136 cents per hour
5	143 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 7% increase on their actual hourly wage rates with effect from the date of coming into operation of this Agreement*
- 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.

26. CLAUSE 6: SHIFT ALLOWANCE

Substitute the following for the existing clause 6:

- "6.1. An employer shall pay a minimum night-shift allowance of 5.5% of the basic hourly rate of pay for work performed between 18:00 and 06:00.
- 6.2 Where an employer currently pays a more favourable shift allowance, that employer shall be allowed to adjust such allowance to ensure that, on aggregate, it is no less favourable than any shift allowance and/or shift premium currently being paid."

27. CLAUSE 10: TEMPORARY EMPLOYEES

Substitute the following for the existing clause 10.2

"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 2010. This clause does not apply to retrenchees who may be employed at the plant where they were retrenched. This clause shall remain in force until 30 June 2011. "

PART 2

ANNEXURE I

HOME TEXTILES SECTION

A. APPLICATION

28. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

29. 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 10.95
2	R 11.65
3	R 12.38

4	R 13.15
5	R 14.38

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	67cents per hour
2	71cents per hour
3	76 cents per hour
4	80 cents per hour
5	88 cents per hour"

Insert the following new clauses 4.6, 4.7 and 4.8

4.6 With effect from 01 January 2011, the *minimum wages* for the *Home Textiles Section*, which an employer shall pay to employees, shall be as specified in table 4.7 below.

4.7 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	R11.00
2	R11.71

3	R12.44
4	R13.21
5	R14.45

4.8 If an employer is already paying wage rates equal to or more than the wage rates set out in clause 4.7 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	5 cents per hour
2	6 cents per hour
3	6 cents per hour
4	6 cents per hour
5	7 cents per hour

30. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8

- 8.1 Each employer shall pay each employee an annual bonus equivalent to 4(four) weeks' wages, calculated on the actual basic hourly rate.
- 8.2 The annual bonus shall be payable in December each year.
- 8.3 An employee who has not completed a full year's service at the time of payment of the annual bonus, shall be paid a pro-rata share of the annual bonus.
- 8.4 The following provisions in respect of the annual bonus will be applicable for employees employed after 30 June 2010:

- 8.4.1 Employees with less than one years' service at the time the annual bonus is paid in December each year would receive a pro rata annual bonus based on length of service and calculated on one weeks' wages, calculated on the actual basic hourly rate.
- 8.4.2 Employees with one completed years' service at the time the annual bonus is paid in December of each year would receive one weeks' wages calculated on actual basic hourly rate.
- 8.4.3 Employees with two or more completed years' service at the time the annual bonus is paid in December each year, would receive a four weeks wages calculated on the actual basic hourly rate.

PART 2

ANNEXURE J

BLANKETS SECTION

A. APPLICATION

31. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

32. 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 *Blankets 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.

(1) ALL AREAS

Grades	Experience	Increase per hour	Rate per Hour
1	-	0.75 cents	10.96
2	0 – 3 months	0.82 cents	11.85
	Qualified	0.83 cents	12.09
3	0 – 12 months	0.87 cents	12.66
	Qualified	0.88 cents	12.77
4	0 – 12 months	0.97 cents	14.04
	Qualified	0.98 cents	14.17
5	0 – 12 months	1.21 cents	17.66
	Qualified	1.22 cents	17.84

(2) ISITHEBE AREA

Grades	Experience	Increase per hour	Rate per Hour
1	-	0.69 cents	8.84
2	0 – 3 months	0.74 cents	9.47
	Qualified	0.75 cents	9.66
3	0 – 12 months	0.79 cents	10.14
	Qualified	0.80 cents	10.22
4	0 – 12 months	0.89 cents	11.42
	Qualified	0.90 cents	11.52
5	0 – 12 months	1.13 cents	14.51

	Qualified	1.14 cents	14.66
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- 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.

C: HOURS OF WORK

33. CLAUSE 19: SHORT TIME

Substitute the following for the existing clause 19.1

- 19.1 An employer may introduce short time by giving the union and affected employees nine hours' prior notice of such short time owing to slackness of trade.

H: GENERAL

34. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Substitute the following for the existing clause 49.3

- 49.3 The labour profile targets for the period of this agreement are as follows:

PERMANENT EMPLOYEES: 64%

FIXED TERM CONTRACT EMPLOYEES: 36%

PART 2

ANNEXURE K

NON WOVEN TEXTILES SUBSECTOR

A. APPLICATION**35. CLAUSE 1: SCOPE OF APPLICATION**

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

B. REMUNERATION**36. 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	R18.53
A3 / B1	R18.74
B2 / B3	R19.67
B4 / B5	R21.15

- 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	114 cents per hour
A3 / B1	115 cents per hour
B2 / B3	121 cents per hour
B4 / B5	130 cents per hour

- 4.5 The grading system implemented in this sub-sector is the Paterson Decision Band Methodology."

37. CLAUSE 8: ANNUAL BONUS

Substitute the following for existing clause 8

- 8.1 Every employer must pay an annual bonus calculated in terms of clause 8.2 below, to each employee no later than a week before Christmas Day.
- 8.2 The annual bonus is based on a full year of service commencing on 1 November of the preceding year and ending on 31 October of the year in which the annual bonus is paid. The annual bonus is calculated at 15(fifteen) days' basic wage rates.
- 8.3 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.
- 8.4 An employee whose employment is terminated-
- (a) before 1 November, is not entitled to any annual bonus; or
 - (b) on or after 1 November, must be paid the annual bonus on the date of termination

**Signed at Durban, for and behalf of the parties to the Council this 6th day of
September 2010**

S H RUBIDGE

CHAIRMAN OF THE COUNCIL

J DANIEL

SECRETARY OF THE COUNCIL
