

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 412****14 June 2013****LABOUR RELATIONS ACT, 1995****NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION TO NON-
PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National 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 24 June 2013 and for the period ending 31 December 2015.

MN 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 to amend the Main 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, R.635 of 23 July 2010; R. 1094 of 26 November 2010 , R. 300 of 08 April 2011 and R.5 of 06 January 2012.

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 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 in-

clude, 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 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 2015.

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 clause 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	R1.33 per hour
A2 0-3 months	R1.34 per hour
4-6 months	R1.34 per hour
Qualified	R1.35 per hour
A3	R1.37 per hour
B1 0-6 months	R1.38 per hour
7-12 months	R1.39 per hour
Qualified	R1.41 per hour
B2 0-6 months	R1.40 per hour
7-12 months	R1.41 per hour
Qualified	R1.42 per hour
B3 0-6 months	R1.46 per hour

7-12 months	R1.48 per hour
Qualified	R1.50 per hour
B4	R1.59 per hour

CLOTHING ACCESSORIES:

GRADE	INCREASE
A1	R1.20 per hour
A2	R1.22 per hour
A3	R1.24 per hour
B1	R1.28 per hour
B2	R1.29 per hour
B3	R1.35 per hour
B4	R1.44 per hour
B5	R1.54 per hour

BRAIDING:

GRADE	INCREASE
A1	R0.79 per hour
A2	R0.80 per hour
A3	R0.83 per hour
B2	R0.87 per hour
B5	R0.93 per hour

4.2.2 The minimum hourly wage rate shall be as follows:

WOVEN AND CROCHET:

GRADE	HOURLY RATE OF PAY
A1	R20.32
A2 0-3 months	R20.43
4-6 months	R20.51
Qualified	R20.64
A3	R20.93
B1 0-6 months	R21.15
7-12 months	R21.31
Qualified	R21.57
B2 0-6 months	R21.36
7-12 months	R21.60
Qualified	R21.77
B3 0-6 months	R22.38
7-12 months	R22.66
Qualified	R22.92
B4	R24.30

CLOTHING ACCESSORIES:

GRADE	HOURLY RATE OF PAY
A1	R18.38
A2	R18.70
A3	R18.96
B1	R19.50
B2	R19.68
B3	R20.69
B4	R22.00
B5	R23.52

BRAIDING:

GRADE	HOURLY RATE OF PAY
A1	R12.09
A2	R12.22
A3	R12.75
B2	R13.31
B5	R14.15

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.”

E: EMPLOYEE BENEFITS

5. CLAUSE: 29 SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29.1

“29. 1 A levy of 50c (fifty cents) per week per employee shall be payable only by the employers and not the employees.”

G: ORGANISATIONAL RIGHTS**6. 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 the Agreement shall apply, subject to the following:

35.4 Each shop steward shall be entitled to nine (9) 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 sub sector schedule.”

H: GENERAL**7. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT****Delete Clause 49.4**

Insert the following new clause 49.5.1

49.5.1 The parties agree that Labour Brokers are limited to only being able to provide services in respect of non-core operations, in occupations such as Drivers, Van Guards, Cleaners, General Workers, Labourers, Security Staff, PA's, Receptionists, all Clerical/Administration staff, Technical Personnel, Engineering staff and Handymen for a period of time not exceeding 6 months.

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**

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.

(1) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees employed prior to 01 July 2012

Grade	Minimum Monthly Wage
A1	5381.46
A2	5801.98
A3	6052.21
B1	6504.30
B2	6794.20
B3	7193.00
B4	7741.44
B5	8518.54

(2) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees employed from 01 July 2012

Grade	Minimum Monthly Wage
A1	5125.20
A2	5525.70
A3	5738.30
B1	6194.55
B2	6470.65
B3	6850.40
B4	7372.80
B5	8112.90

D: LEAVE

10. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE

Substitute the following for the existing clause 24.1

24.1 As per the provisions of clause 24 of Part 1 of *this Agreement* except that the number of days of paid family responsibility leave shall be five working days.

24.2 Family responsibility leave shall also include the sickness of a parent, subject to the discretion of management's discretion, the care dependency between the employee and his parents and the presentation of just cause and reasonable proof being furnished by the employee concerned.

24.3 Family responsibility leave shall also include the illness of a spouse or life partner, subject to proof of illness being furnished by the employee concerned. The entitlement of this leave shall be limited to one day per annum and to be used from the days allocated in clause 24.1 above."

E: EMPLOYEE BENEFITS

11. CLAUSE: 29 SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

"29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 70c (seventy) cents per week per employee with effect from the coming into operation of this

Agreement . Such contribution shall be made directly to the SACTWU Finance Department, “

G: ORGANISATIONAL RIGHTS

12. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Substitute the following for the existing clause 35.1.2

“35.1.2 Each shop steward shall be entitled to 13 days’ paid time off for union activities. The shop steward is required to arrange for a replacement during his/her absence from work. “

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.

B. REMUNERATION

14. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

- 4.1 (a) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be *R25.15* per hour or *R1 131.75* based on a 45 hour working week unless exemption is granted.
- (b) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be *R25.15* per hour or *R1 131.75* based on a 45 hour working week with effect from the coming into operation of this Agreement .
- 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*."

D: LEAVE

15. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE

Insert the following new clause 24.4

24.4.1 The current definition will be extended to include paid time off for spousal illness on the following terms and conditions:

24.4.1.1 Hospitalisation of Spouse;

24.4.1.2 Chronic illness/disease;

24.4.1.3 Infirmary/Immobilization of spouse due to illness;

24.4.1.4 Accident resulting in injury or hospitalization. "

E: EMPLOYEE BENEFITS

16. CLAUSE: 29 SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

"29. 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 with effect from the coming into operation of this

Agreement . Such contribution shall be made directly to the SACTWU Finance Department,”

G: ORGANISATIONAL RIGHTS

17. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Insert the following new clause 35.10 and 35.11

“35.10 The employer agrees to grant an additional five (5) days paid shop stewards leave to be used specifically by shop stewards who serve as Office Bearers of the Union Structures.

35.11 The Union will be required to give the employers seven (7) days notice before such leave in 35.10 is authorized.”

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

B. REMUNERATION**19. 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:

Wool and Mohair Processors Industry

GRADE	OLD RATE	INCREASE PER HOUR	NEW RATE
1	R25.42	R1.65	R27.07
2	R26.28	R1.65	R27.93
3	R27.76	R1.65	R29.41
4	R31.33	R1.65	R32.98
5	R32.20	R1.65	R33.85

Wool and Mohair Broking Industry

		MINIMUM WEEKLY WAGE RATE		GRADE IN- CREASE	
GRADE	Job De- scription	With ef- fect from coming into op- eration of this Agree- ment	With ef- fect from coming into op- eration of this Agree- ment	With effect from coming into opera- tion of this Agree ment	With effect from com- ing into opera tion of this Agree ment
1	Wool Bag Worker	R824.60	R828.72	R53.94	R4.12
	General Worker				
	Cleaner				
	Trolley Pusher				

	Tea makers				
				Minimum rate per kilogram pressed/sorted	
	Bin Press Operator	R511.40	R513.96	R0.17	
	Mohair Sorter				
	Wool Sorter				
2	Marker / Woolwrit- ers	R861.53	R865.83	R56.36	R4.30
	Sampler				
3	Hoop Strap Iron Cutter	R910.76	R915.31	R59.58	R4.55
	High Den- sity Press Operator				
	Seeker				
	Shipping Bale Marker				
4	Core Machine	R959.99	R964.78	R62.80	R4.79

	Operator				
	Forklift				
	Driver				
	Grab Machine Operator				
	Handyman				
5	Checker	R1009.22	R1014.26	R66.02	R5.04
	Clerk				
	Driver Code				
	8				
	Weighing Clerk				
	Supervisor				

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

E: EMPLOYEE BENEFITS

20: CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

“21. 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 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. :

G: ORGANISATIONAL RIGHTS

21. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Insert the following new clause 35.5 and 35.6

35.5 Shop stewards employed in the Wool and Mohair Broking Industry shall each be granted a minimum of 11 paid days per annum as Shop Stewards leave, subject to operational requirements.

35.6 Trade Union Office Bearers shall be granted an additional 3 days' paid time off as contemplated in the Labour Relations Act, subject to –

3.5.6.1 There being no more than 1 Office Bearer per employer; and

3.5.6.2 that any time off shall be subject to operational requirements.

H: GENERAL

22. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Insert the following new clause 49.1 CONTRACT EMPLOYEES

49.1.1 Contract employees who have been employed for the period January to December shall qualify for payment of an annual bonus and holiday pay.

49.1.2 Contract employees who are employed for a period longer than 6 months shall qualify for payment of a Pro-Rata bonus.

49.1.3 Wool and Mohair Broker Industry Employers shall conduct an assessment of the employment of contract employees with effect from the coming

into operation of this Agreement . where this assessment reveals general employment based on an interrupted period of employment due to consecutive temporary contracts, the Employers shall, subject to operational requirements, offer aforementioned employees permanent employment. Contract employees not offered permanent employment will, subject to the provisions of this clause and operational requirements continue to be employed as contract employees.

49.1.4 With effect from the coming into operation of this Agreement other than seasonal employees employed for a fixed task or fixed duration, employees employed in the Wool and Mohair Broker Industry on contract to do general work for an undefined purpose or period and whose employment exceeds 6 (six) months, shall be permanently employed and managed accordingly.

PART 2

ANNEXURE G

WORSTED SECTION

A. APPLICATION

23. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

24. 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 hourly rate prescribed in the relevant tables below and for the grade specified.

4.2.1 Verticals

GRADE	CURRENT HOURLY RATE	NEW HOURLY RATE
1	R18.78	R20.14
2	R19.22	R20.58
3	R19.88	R21.24
4	R20.95	R22.31

4.2.2 Spinners

4.2.2.1 AREA A: THE REST OF THE COUNTRY (INCLUDING PORT ELZABETH, AND DURBAN)

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	R18.44	R1.23	R19.67
2	R19.07	R1.27	R20.34
3	R20.02	R1.33	R21.35
4	R21.61	R1.44	R23.05

**4.2.2.2 AREA B: KWA – ZULU NATAL AND EASTERN CAPE EXCLUDING
DURBAN AND PORT ELIZABETH**

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	R14.00	R0.93	R14.93
2	R14.51	R0.96	R15.47
3	R15.24	R1.01	R16.25
4	R16.52	R1.10	R17.62

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

4.4. NEW ENTRY WAGE RATE

4.4.1 All new employees entering the Industry from 01 July 2011 will be paid at rate not less than 80% of the Industry Rate applicable to that job category.

4.4.2 Employees who convert to permanent from fixed term contracts in terms of the provisions of the Main Agreement will be paid at 100% of the rate applicable to that job category.

4.4.3 Employees who have been retrenched and re-employed either as a permanent or fixed employee, within a period of 6 months, will be paid at 100% of the rate applicable to that job category.”

E: EMPLOYEE BENEFITS**25: CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

“29. 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. “

PART 2**ANNEXURE H****WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR****A. APPLICATION****26. CLAUSE 1: SCOPE OF APPLICATION**

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

B: REMUNERATION**27. 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 an hourly rate, which is not less than the *minimum hourly rate* prescribed in the table below:

Grade	Current Minimum rate	Mini- Hourly	Hourly Increase	New Minimum Hourly Rate
1	R20.28		R1.37	R21.65
2	R20.69		R1.40	R22.09
3	R21.23		R1.43	R22.66
4	R22.16		R1.50	R23.66
5	R23.28		R1.57	R24.85

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	R1.37
2	R1.40
3	R1.43
4	R1.50
5	R1.57

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*

6.75% increase on their actual hourly wage rates, with effect from the 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.

4.7 HOURLY RATE FOR EMPLOYEES EMPLOYED FROM THE COMING INTO EFFECT OF THIS AGREEMENT

4.7.1 Employees employed from the coming into effect of this agreement being extended to all non parties will be paid at 80% of the prescribed rate for a period of 12 (twelve) months from their date of engagement.

Grade	Hourly Rate Per Hour
1	R17.32
2	R17.67
3	R18.13
4	R18.93
5	R19.88

- 4.7.2 Employees who have been retrenched from their place of work and who are re-employed at the same factory will be employed at the council's minimum rates, provided such employment takes place within 12 months of retrenchment."

28. CLAUSE 7: LONG SERVICE ALLOWANCE

Substitute the following for the existing clause 7

“All employees are to be paid a long service award as follows:

- 7.1 On anniversary date of 5 (Five) completed years of service –
1 (One) weeks basic pay;
- 7.2 On anniversary date of 10 (Ten) completed years of service –
2 (two) weeks basic pay;
- 7.3 On anniversary date of 15 (Fifteen) completed years of service –
3 (three) weeks basic pay;
- 7.4 On anniversary date of 20 (Twenty) completed years of service –
4 (four) weeks basic pay;
- 7.5 Clause 7.1 to 7.4 will be applicable to all establishments who currently do not reward employees for long service.
- 7.6 Establishments who currently offer employees a long service award or allowance, will continue to offer employees such benefits, for the currency of this agreement, in accordance with such benefits’ existing terms and conditions”

29. CLAUSE 8: ANNUAL BONUS

Insert the following new clause 8.6

“8.6 With effect from the coming into operation of this Agreement Employees employed on or after 01 July 2012 and who are in employment at

01 December each year will be paid an annual bonus in December of each year, based on the basic Woven Cotton Council rates of pay as follows:

- 8.6.1 One completed year’s service = 1 (one) week basic rate of pay per grade if a full year is worked, otherwise pro-rated if service is less than a full year;

8.6.2 Two completed year's service = 2 (two) weeks basic rate of pay per grade;

8.6.3 Three completed year's service = 3 (three) weeks basic rate of pay per grade;

8.6.4 Four and more completed year's service = 4 (four) weeks basic rate of pay per grade."

D: LEAVE

30. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE

Insert the following new clause 24.4

"24.4 The current definition will be extended to include paid time off for spousal illness on the following terms and conditions:

24.4.1 Hospitalisation of Spouse;

24.4.2 Chronic illness/disease;

24.4.3 Infirmness/Immobility of spouse due to illness

The above is subject to:

The employee submitting a valid medical certificate.

Acceptable proof of the spousal relationship may include the marriage certificate and/or relevant proof acceptable in law."

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

Substitute the following for the existing clause 29

“29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute **40c (forty 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. “

G: ORGANISATIONAL RIGHTS**32. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES**

Insert the following new clause 35.9;

“35.9 Employers agree to grant five (5) days paid leave to be used specifically by elected Sactwu Office Bearers, where Sactwu is the majority union at the establishment as follows:

35.9.1 A maximum of one office bearer per establishment, unless otherwise provided for by the union's constitution.

35.9.2 Where multiple office bearers are already elected from one establishment, the 5 days may be split between them.

- 35.9.3 The company to be given 7 days written notice by the union for release of such an office bearer. “

PART 2

ANNEXURE I

HOME TEXTILES SECTION

A. APPLICATION

33. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

34. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4, 4.6, 4.7 and 4.8

- “4.1 The *minimum* wages for the *Home Textiles Section*, which an employer shall pay to employees, employed prior to 01 July 2011, 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 hourly* rate prescribed in the table below:

GRADE	HOURLY RATE OF PAY
1	R12.48
2	R13.28
3	R14.11
4	R14.98
5	R16.39

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	R0.76
2	R0.81
3	R0.86
4	R0.91
5	R1.00

4.6 With effect from the date of coming into operation of this Agreement, the *minimum wages* for the *Home Textiles Section*, which an employer shall pay to employees, employed on or after 01 July 2011, 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* hourly rate prescribed in the table below:

GRADE	HOURLY RATE OF PAY
1	R9.98
2	R10.62
3	R11.29
4	R11.98
5	R13.11

E: EMPLOYEE BENEFITS

35: CLAUSE 29: SACTWU WORKER HEALTH PROGRAM

Substitute the following for the existing clause 29

“29. The employer contribution of the SACTWU Worker Health Project will increase from R0.30 (thirty cents) per employee per week to R0.50 (fifty cents) per employee per week. Such payments will be made directly to the SACTWU Finance Department (Head Office Account) at the end of December and at the end of June each year. “

G: ORGANISATIONAL RIGHTS

36. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Insert the following new clause 35.1 and 35.2

“35.1 Each shop steward will be entitled to nine days’ paid time off for union activities, for the period of this Agreement. Such leave is to increase by one day per annum, until a maximum of 10 days’ paid leave per shop steward is attained. Such leave shall not be accumulative nor transferable. Other shop stewards’ rights and facilities shall be no less favourable than those stipulated in employment law.

35.2 Employers agree to grant a maximum of five (5) days paid leave to be used specifically by elected Sactwu Office Bearers for their Office Bearer Duties, providing the following criteria are met:

35.2.1 There will be a maximum of 1 (one) SACTWU Office Bearer per Company.

35.2.2 SACTWU is required to give a minimum of 7 (seven) days written notice of the required time off."

H: GENERAL

37. CLAUSE 43: EMPLOYER AGENCY SHOP

Insert the following new clause 43.1

"43.1 An Employer Agency Shop is applicable in the Home Textiles Section of the Home Textiles and Blankets sub sector.

43.2 The applicable employer agency fee shall be equivalent to the membership fee of the relevant employers' organization prevailing from time to time.

43.3 The relevant Employers' Organisation shall be as determined by the Council from time to time.

43.4 Accordingly, every employer who is not a member of the relevant employers' organization, shall be bound by the agency shop.

43.5 Employers who are not members of the relevant employers' Organisation must be informed of the Agency Shop Fee and the Amount that will be payable via the National Textile Bargaining Council.

43.6 The Employers affected by clause 43.4 shall pay an agency fee of R0.40 (forty cents) per week per employee in the bargaining unit. The agency fee will be payable to the NTBC with the monthly returns,"

PART 2

ANNEXURE J

BLANKETS SECTION

A. APPLICATION

38. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

39. 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) With effect from coming into operation of this Agreement the minimum hourly increases per grade applicable to employees employed prior to 01 August 2012

Grades	Experience	Urban Areas Increase per hour	Isithebe Area Increase per Hour
1	-	R0.80	R0.80
2	0 – 3 months	R0.86	R0.86
	Qualified	R0.88	R0.88

3	0 – 12 months	R0.92	R0.92
	Qualified	R0.93	R0.93
4	0 – 12 months	R1.02	R1.02
	Qualified	R1.03	R1.03
5	0 – 12 months	R1.28	R1.28
	Qualified	R1.29	R1.29

(2) With effect from coming into operation of this Agreement New Hourly Rate applicable to employees employed prior to 01 August 2012

Grades	Experience	Urban Areas New Hourly Rate	Isithebe Area New Hourly Rate
1	-	R12.52	R10.33
2	0 – 3 months	R13.53	R11.07
	Qualified	R13.80	R11.30
3	0 – 12 months	R14.45	R11.85
	Qualified	R14.58	R11.95
4	0 – 12 months	R16.03	R13.33
	Qualified	R16.18	R13.45
5	0 – 12 months	R20.16	R16.93
	Qualified	R20.36	R17.10

(3) With effect from coming into operation of this Agreement New Hourly Rate applicable to employees employed on or after 01 August 2012, excluding the Isithebe Area

Grades	Experience	Urban Areas only New Hourly Rate
1	-	R10.65
2	0 – 3 months Qualified	R11.50 R11.73
3	0 – 12 months Qualified	R12.29 R12.40
4	0 – 12 months Qualified	R13.63 R13.76
5	0 – 12 months Qualified	R17.14 R17.31

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.

4.6 The provisions of clause 4.2 (3) (**New Hourly Rate applicable to employees employed on or after 01 August 2012**) above shall not prejudice employees employed prior to 01 August 2012 in any manner whatsoever. No downward variation agreements or practices such as buy – out attempts and or employer decisions within the operational requirements scope of the Labour Relations Act 66 of 1995 as amended shall be permissible at any Employer establishment.

4.7 In addition, clause 4.2 (3) (**New Hourly Rate applicable to employees employed on or after 01 August 2012**) above shall not be applicable to employees in the Blanket Sub Section who have been employed within the past 12 months or have been retrenched from any company that falls under the scope of the Blanket

Sub Section within the past 12 months and are re-employed during the period of this agreement.

- 4.7 Existing employees who are employed on Fixed Term contracts in terms of clause 49.3 in the amending agreement R.5 published in Government Gazette Number 34910 of 6 January 2012 will be paid at 100% of the rate applicable to that job category.
- 4.8 Employees who are employed on Temporary Contracts in terms of Clause 10 of the Main Collective Agreement will be paid at 85% of the rate applicable to that job category.”

E: EMPLOYEE BENEFITS

40. CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

- “29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 40c (forty cents) per week per employee with effect from the coming into operation of this Agreement . 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 employment as at 30 November of the previous year”

G: ORGANISATIONAL RIGHTS

41. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Insert the following new clause 35.10; 35.11 and 35.12

“35.10 The parties agree to the recognition of up to two (2) elected shop stewards as Union Office Bearers per establishment provided their election is confirmed by the Trade Union to the Employer in writing.

35.11 The elected Union Office Bearer(s) per establishment will be entitled to share up to five (5) days paid time off per year. Such leave shall not be accumulative or transferable.

35.12 the paid time off amount will be calculated on the elected Office Bearer's hourly rate of pay.”

H: GENERAL

42. 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: 68%

FIXED TERM CONTRACT EMPLOYEES: 32%

49.3.1 Fixed Term Contract Employees: Meaning

This category of employee is identified in clause 49.3 of the Labour Profile and is part of the labour compliment at each establishment. In order to create permanent employment, the number of fixed term contract employees will be reduced by 2% per year until the labour compliment reflects a composition or distribution of 70% permanent employees and 30% fixed term contract employees as at 01 August 2013.

49.3.2 Fixed Term Contract Employees: Annual Leave:

(a) Fixed Term contract employees shall be employed from 01 January to 31 December each year and be paid for the total hours worked each week or month.

- (b) Fixed Term contract employees shall be paid 15 working days leave on completion of that employee's leave cycle on termination of employment in December each year.
- (c) All other annual leave provisions will be as per the Main Collective Agreement.

49.3.3 Fixed Term Contract Employees: Annual Bonus

- (a) Fixed Term contract employees in the employ of the Employer shall be entitled to an annual bonus for any period of employment of 2% (two percent) of the actual basic earnings per annum, calculated on the actual hourly rate.

49.3.4 Fixed Term Contract Employees: General

- (a) Fixed Term Contract Employees can reasonably expect that their contracts to be renewed each year and their length of service with the employer be determined from the date that the first Fixed Term Contract was implemented.
- (b) In the event that the labour compliment be reduced at the establishment in a particular year due to operational reasons, the employer to consult with the Union regarding the affected Fixed Term Contract employees as required with the terms of the Labour Relations Act 66 of 1995 as amended.
- (c) Fixed Term Contract Employees are not Temporary employees, as Temporary employees' terms and conditions are covered under clause 10 of the main Collective Agreement."

PART 2**ANNEXURE K****NON WOVEN TEXTILES SUBSECTOR****A. APPLICATION****43. CLAUSE 1: SCOPE OF APPLICATION**

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

B. REMUNERATION**44. 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 hourly rate* set out in the table below.

MINIMUM WAGE

Grade	Hourly rate of pay
A1 /A2	R20.91
A3 / B1	R21.14
B2 / B3	R22.20
B4 / B5	R23.86

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 per hour
A1 / A2	124 cents per hour
A3 / B1	125 cents per hour
B2 / B3	132 cents per hour
B4 / B5	141 cents per hour

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

4.6 With effect from the coming into operation of this agreement, the *minimum wages* for the *Non Wovens Section*, which an employer shall pay to employees, employed on or after 01 July 2011, 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 *New Entrant* wage rate prescribed in the table below:

NEW ENTRANT WAGE

Grade	Hourly rate of pay
A1 / A2	R16.73
A3 / B1	R16.91
B2 / B3	R17.75
B4 / B5	R19.09

4.8 The provisions of clause 4.6 and 4.7 above will not be applicable to skilled non woven employees or have been retrenched from any company that falls under the scope of the Non Wovens sub sector within the past 12 months from 01 July 2011. Such retrenched employees must be paid at the applicable rates of pay as detailed in clause 4.2 and 4.3 above. “

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 17(seventeen) days' basic wage rates with effect from coming into operation of this Agreement.
- 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.


E: EMPLOYEE BENEFITS**46. CLAUSE: 29 SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

- "29. 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 with effect from the date of coming into operation of this Agreement . 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 31 November of the previous year

Signed at Durban, for and behalf of the parties to the Council this 01st day of November 2012.



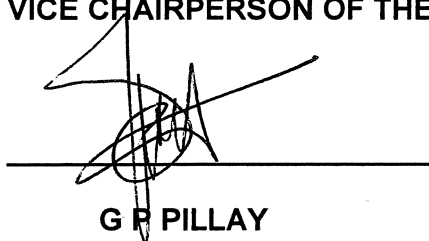
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