


DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1398

24 DECEMBER 2020

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

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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 the Second Monday after publication of this Notice and shall remain in force until such time it is amended by the parties to the Council from time to time.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 08/12/2020

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R.

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**NATIONAL TEXTILE BARGAINING COUNCIL: UKWELULWA
KWESIVUMELWANO ESIYINGQIKITHI ESIPHAKATHI KWABAQASHI
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXEYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa i**National Textile Bargaining Council**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko Wesibili emva kokushicilelwa kwalesisaziso futhi siqhubeke sisebenza. kuze kube isikhathi lapho sichibiyelwa ngamalunga woMkhandlu ngezikhathi ezahlukene.



**MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**

USUKU: 08/12/2020

NATIONAL TEXTILE BARGAINING COUNCIL
CONSOLIDATED MAIN COLLECTIVE AMENDING 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)

Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOSA)

(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.1137 of 6 September 2019.

PART 1

A. APPLICATION

1. SCOPE OF APPLICATION

- (a) This Agreement applies to all employers and all employees 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 plants 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 aliginat rubber, regenerated proteins regenerated cellulose and cellulose ester
- Minerals: including rock wool, carbon fibre and glass fibre or any other fibre manufactured from minerals and,
- all other manufactured fibres and tapes not specified above.

1.1.2 Preparation of Natural Fibres

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

1.1.3 Manufacture Textiles

The manufacture, processing, dyeing, finishing, and further processing of all classes of woven, non-woven, crocheted and braided textiles from any of (or combination of) the inputs specified in 1.1.1 utilising the activities and processes of carding, combing, spinning, winding, twisting, drawing-in, warping, weaving, crocheting, braiding, embroiding, tufting, plaiting, feting, blending, rais-

ing, 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 automobiles, 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.

- 1.3 The terms of this Agreement shall be observed in the Textile Industry by all employers who are members of the employers' organisations and by all employees who are members of the trade union, and who are engaged and employed therein, respectively.
- 1.4 The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.

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 such time as the members amend this agreement accordingly.

PART 2 ANNEXURE D BLANKET SECTION A. APPLICATION

1. SCOPE OF APPLICATION

As per the provisions of clause 1 of Part 1 of this agreement.

2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

B: REMUNERATION

3. MINIMUM WAGES

Substitute the following for the existing sub-clause

- 3.1 The *minimum wage* for the *Blanket Section*, which an employer shall pay to employees shall be as specified in sub-clause 3.2 below.
- 3.2 Every employer must pay each employee a wage that is not less than the *minimum wage* and / or the National Minimum Wage prescribed in the table below and for the grades as specified in the grading structure in sub-clause 3.6
- (1) With effect from coming into operation of this Agreement the minimum hourly increases per grade applicable to employees employed prior to 01 August 2014.

	Metro Areas Increase per hour	Non Metro Areas Increase per hour
Grades	With effect from the coming into operation of this Agreement	With effect from the coming into operation of this Agreement
1	R1.07	R1.06
2	R1.14	R1.09
3	R1.21	R1.54
4	R1.33	R2.86
5	R1.68	R3.43

- (2) With effect from coming into operation of this Agreement the new Hourly Rate applicable to employees employed prior to 01 August 2014.

	Metro Areas New hourly rate per hour	Non Metro Areas Increase per hour
Grades	With effect from the coming into operation of this agreement	With effect from the coming into operation of this agreement
1	R22.45	R22.18
2	R23.92	R22.81
3	R25.34	R23.82
4	R28.01	R26.33
5	R35.29	R33.17

- (3) With effect from coming into operation of this Agreement, the new Hourly Rate applicable to new employees employed on or after 01 August 2014, will be remunerated according to the following table, *provided that the minimum hourly rate is not less than the National Minimum Wage per hour:*

Year 1 of Employment	15% below the hourly rate
Year 2 of Employment	10% below the hourly rate
Year 3 of Employment	5% below the hourly rate
Year 4 of Employment	Minimum hourly rate

NOTE: In the case of Non-Metro Areas, new employees employed on / after 01 August 2014, will be remunerated at 5% below the minimum hourly rate for three years before qualifying for the minimum hourly rate, provided that the minimum hourly rate is not less than the National Minimum Wage per hour from the coming into operation of this Agreement.

This provision will not affect experienced employees. In terms hereof "experience" shall mean someone who has had experience in the industry in the position being applied for and appointed to and that 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 5 years immediately preceding the date of employment in order to qualify for the minimum hourly rate, provided that the minimum hourly rate is not less than the National Minimum Wage per hour from the coming into operation of this Agreement.

However, where the employee has more than 5 years' experience in that position, but out of the industry for more than 5 years, he/she shall re-enter at 10% below the minimum hourly rate.

3.3. Conditions relating to sub-clause 3.2(3)

3.2.1 Fixed term contract employees who have been employed annually prior to 01 August 2011 and are still employed, shall be paid at the minimum hourly rate.

3.2.2 Fixed term contract employees who have been employed on / after 01 August 2011 and are still employed, shall be paid according to the table in sub-clause 3.2(3) based on experience in that position with the employer.

However, if an employer pays a Fixed term contract employee more than the wage in the experience table specified in sub-clause 3.2(3), must continue to pay the higher wage.

3.2.3 New entry rates for the industry shall no longer apply, and be replaced by remuneration linked to experience in the position employed by the employer as specified in sub-clause 3.2(3).

3.4 An employer who pays an employee more than the minimum wage specified in sub-clause 3.2 must continue to pay the higher wages.

9. TEMPORARY EMPLOYEES

Substitute the following for the entire clause 9

General:

9.1. As per the provisions of the sub-clause 9.1 of Part 1 of this Agreement.

9.2. The total number of temporary employees shall not exceed 20% of the total number of planned employment at any establishment.

9.3. Temporary contracts are defined as a contract of employment that terminate on:

- The occurrence of a specified event
- The completion of a specified task or project
- A fixed date other than an employee's normal or agreed retirement age

9.4. Temporary contracts are binding contracts and due respect should be provided by employers to meet the obligations on the terms and conditions of the temporary fixed contract.

9.5. All establishments shall comply with the provisions of Section 198 B of the Labour Relations Act (as amended), and apply the relevant provisions respectfully to avoid any exploitation. The use of Labour Brokers to supply labour in the Blanket sub-sector is not allowed or permitted.

Remuneration/Benefits:

9.6. Temporary Employees will be remunerated at 15% below the minimum hourly rate per grade for all periods of employment during the period of operation of the Agreement, provided that hourly rate per grade is not less than the National Minimum Wage per hour.

9.7. Temporary employees employed on or after 01 January 2021, will be remunerated according to the following table provided that the minimum hourly rate is not less than the National Minimum Wage per hour:

Experience	Remuneration per hour
Year 1 of continuous employment: Adding the fixed term contract spells to constitute 1 year relevant experience	15% below the hourly rate for the position and grade
Year 2 of continuous employment: Adding the fixed term contract spells to constitute 2 years relevant experience	10% below the hourly rate for the position and grade

Year 3 of continuous employment: Adding the fixed term contract spells to constitute 3 years relevant experience	5% below the hourly rate for the position and grade
Year 4 of continuous employment: Adding the fixed term contract spells to constitute 4 years relevant experience	Minimum hourly rate and deem permanent subject to sub-clauses 9.16 to 9.18

This provision will not affect experienced temporary employees. Experience will mean, temporary employees must have been employed on temporary contracts in the industry in the 5 years immediately preceding the date of employment in order to qualify for the minimum hourly rate

- 9.8. Employees in the employ of establishments shall not be entitled to an annual bonus and provident membership for any period of employment during the period of operation of Part 1 of this Agreement.
- 9.9. However, temporary employees employed beyond six months, will be paid a pro-rata annual bonus of 4.8% in December 2020 and 5% in December 2021 of their actual basic earnings for the months that exceeded the six months in that year.

Duration:

- 9.10. Employers may not employ a temporary employee for more than six Months.
- 9.11. Temporary employees who are employed on three months or shorter fixed term contracts shall continue to enjoy the protections of the Labour relations Act (as amended) that existed prior to the Labour Relations Act of 2015 law amendments. The following protections are critical:
- Not to abuse a fixed term contract by using it as substitute for probation
 - Where an employee works beyond the expiry date of the contract without signing a new agreement.
 - Any argument that employment has become permanent
 - Any argument relating to an expectation of renewal or permanent employment.
- 9.12. For temporary contracts that are employed for a period of longer than three months, and regarded as enforceable, the following three main requirements must be met:
- The nature of the work must be of a limited duration or there must be some other justifiable reason for fixing the term of the contract.
 - The fixed term contract must be in writing
 - The contract must specify the justifiable reason
- 9.13. The justifiable reasons for employing a temporary employee for a fixed term period of longer than three months, are the following:
- Replacing another employee who is temporarily absent from work.
 - Engaged on account of a temporary increase in work volume, which is not expected to endure beyond 6 months
 - A student or recent graduate who is employed for the purpose of being trained or gaining work experience in order to enter a job profession.
 - Engaged to work exclusively on a genuine and specific project that has a limited or defined duration.
 - A non-citizen who has been granted a temporary work permit.
 - Engaged to perform seasonal work.
 - Engaged in a position which is funded by an external source for a limited duration
 - The agreed retirement age has been reached in the respective establishments.
 - Any other justifiable reason that have not been listed in the Labour Relations Act (as amended).
 - If a temporary employee be employed for three months or less, the justifiable reasons above do not apply.
- 9.14. Any re-employment of a temporary employee beyond 6 months shall be by agreement between the employer and employee at plant level.

- 9.15. As and when the temporary position in terms of the labour profile is not redundant for a continuous period of 12 months, the temporary employee will be employed for the full 12 months. This means that the temporary employee shall not be replaced by another temporary employee in that specific position during the twelve month period.

Job Creation:

- 9.16. Temporary employees on fixed term contracts must be given equal access to opportunities to apply for vacancies.
- 9.17. A temporary employee will have first preference to permanent vacancies based on relevant experience and appropriate skills criteria. Employers to implement a selection matrix and points rating system to be used as a guideline when filling permanent vacancies.
- 9.18. The permissible selection criteria and rating system to include at least the following:
- Talent (knowledge, skills, behaviour, commitment)
 - Performance linked to targets
 - Discipline
 - Absenteeism
 - Temporary contract repeats
 - Average lengths of temporary contract repeats
 - NQF 2 relevant qualifications and Recognition of Prior Learning (RPL)

Additional Protection Measures:

- 9.19. The following additional provisions are aimed at protecting temporary employees:
- The employees employed in a temporary capacity for a fixed period on contract for longer than three months without a justifiable reason in writing, may not be treated less favourably than someone employed on a permanent basis performing the same or similar work. This protection also extends to Part Time employees
 - Where temporary employees are employed on contracts exceeding 12 months, the employee shall be entitled to severance pay upon termination.
 - Where an employer had failed to review a temporary contract where there was a reasonable expectation of such renewal or where the employer offered to renew it on less favourable terms, the Act will give rise to an unfair dismissal claim. The onus to prove the expectation remains on the employee.
- 9.20. Termination of a temporary fixed term contract prior to the stated termination date, warrants justifiable reasons that can be verified.
- 9.21. Unfair dismissal disputes may include the following:
- Reinstatement of the employee
 - Re-employment of the employee
 - Order compensation up to 12 months' remuneration
 - Order compensation up to 24 months' remuneration if dismissal is found to be automatically unfair.

C: HOURS OF WORK

18. SHORT-TIME

Substitute the following for the existing sub-clause

- 18.5 In the event of an act of God, any unforeseen circumstance or emergency, any national pandemic (Novel Corona Virus, etc.), a disruption in utility service (electricity, water, hail damage, etc.) employers will be required to give employees four hours' notice of short / reduced hours of work. Employees may be required to work during the four (4) hours' notice period.

Based on practicability and reasonableness, notification of short time will be proceeded by a consultation process between the management and the Union and / or shop stewards. If the employer fails to give four hours' notice, it must pay the employee in lieu of the required notice. Any work-in arrangement to recover pay and production will be by arrangement at plant level.

E: EMPLOYEE BENEFITS

27. RETIREMENT FUND

Substitute the following for the existing sub-clause

- 27.1 As per the provisions of clause 27 of Part 1 of *this Agreement*.
- 27.2 Contributions by the employee and employer to the Textile Industry Provident Fund shall be as follows:
- 27.2.1 Employees who are members of the Textile Industry Provident Fund, shall contribute 6.00% of the employee's basic wage, with effect from 01 January 2021. Employers will contribute an equivalent percentage.
- Employee: 01 January 2021 : 6.00% of employee's basic wage**
- Employer: 01 January 2021 : 6.00% of employee's basic wage**
- 27.2.2 **Ex-fixed term contract employees employed prior to 31 December 2014**, and new employees employed on / after **01 August 2015**, and who become members of the Textile Industry Provident Fund, shall contribute 6.00% of the employee's basic wage with effect from 01 January 2021, employers will contribute an equivalent percentage.
- Employee: 01 January 2021: 6.00% of employee's basic wage**
- Employer : 01 January 2021 : 6.00% of employee's basic wage**
- 27.3 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.

PART 2

ANNEXURE F

HOME TEXTILES SECTION

A. APPLICATION

1. SCOPE OF APPLICATION

As per the provisions of clause 1 of Part 1 of this agreement.

2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

B. REMUNERATION

3. MINIMUM WAGES

Substitute the following for the existing sub-clause

- 3.1 Every employer must pay each employee a wage that is not less than the *minimum hourly rate* prescribed in the relevant table below:

3.1.1 Employees employed prior to 01 July 2011:

	Wage with effect from the coming into operation of this Agreement
GRADE	HOURLY RATE OF PAY
1	R20.76
2	R21.81
3	R23.19
4	R24.60
5	R26.91

3.1.2 Employees employed on or after 01 July 2011

	Wage with effect from the coming into operation of this Agreement
GRADE	HOURLY RATE OF PAY
1	R20.76
2	R21.20
3	R22.53
4	R23.94
5	R26.16

3.2 Hourly Rate Of Pay - With effect from **11 January 2021**, the Minimum Industry Hourly Rate of Pay shall be as specified in the table below:

GRADE	MINIMUM HOURLY RATE OF PAY WITH EFFECT FROM 11 JANUARY 2021
1	R20.76
2	R21.81
3	R23.19
4	R24.60
5	R26.91

7. ANNUAL BONUS

Substitute the following for the existing sub-clause

- 7.1 Employees with less than 1 (one) year's 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 1 (one) week's wages, calculated on actual basic hourly rate.

- 7.2 Employees with 1 (one) or more completed year's service at the time the annual bonus is paid in December each year, would receive 4 (four) week's wages, calculated on actual basic hourly rate.

PART 2
ANNEXURE G
MANUFACTURED FIBRES SUBSECTOR
SCHEDULE 1

A. APPLICATION

1. **SCOPE OF APPLICATION**
As per the provisions of clause 1 of Part 1 of this Agreement.
2. **PERIOD OF OPERATION**
As per the provisions of clause 2 of Part 1 of this Agreement.

B. REMUNERATION

7. **ANNUAL BONUS**
- Insert the following additional sub-clause**
- 7.6 Annual Bonus is to be paid in one payment on the normal payment date (plant level) and as per normal annual bonus rules.

SCHEDULE 2
RECYCLING AND WASH PLANT SECTION OF THE MANUFACTURED FIBRES SUBSECTOR

A. APPLICATION

1. **SCOPE OF APPLICATION**
- 1.1 As per the provisions of clause 1 of Part 1 of this Agreement.
- 1.2 The terms of this agreement shall apply to all bargaining unit employees. The bargaining unit Being Patterson Grades A1 to B5 or any other remuneration system. The minimums shown in the tables below, sets the basis for all.
2. **PERIOD OF OPERATION**
As per the provisions of clause 2 of Part 1 of this Agreement.

B. REMUNERATION

3. **MINIMUM WAGES**
Substitute the following for the existing sub-clause
- 3.1 As per the provisions of sub-clause 3.1 of Part 1 of *this Agreement*.
- 3.2 Every employer must pay each employee an increase and wage that is not less than the increase and wage set out in this sub-clause and the table below. The parties agree to a 7% increase with

a minimum of R300 per month across the board with effect from the coming into operation of this agreement.

- (1) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees is as follows calculated on 195 hours per month:

GRADE	NEW MINIMUM MONTHLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT	NEW MINIMUM MONTHLY RATE WITH EFFECT FROM 01 MARCH 2021
A1	R4200.00	R4500.00
A2	R4200.00	R4500.00
A3	R4200.00	R4500.00
B1	R4772.00	R5106.00
B2	R5912.00	R6326.00
B3	R7093.00	R7590.00
B4	R9458.00	R10120.00
B5	R11822.00	R12650.00

3.3 As per the provisions of sub-clause 3.3 of part 1 of this Agreement.

3.4 Where existing wage rates at any Company are greater than those specified in the table in sub-clause 3.2, such wage rates shall continue to apply unless otherwise agreed through collective bargaining between the parties.

3.5 The grading is as follows:

Grade	Job title
A1	Sorter, Housekeeper
A2	Operator, Baler Operator
A3	Forklift Driver, Operater come Forklift Driver
B1	QC Analyst, Maintenance Helper, Logistics / Stores Helper
B2	Assistant Supervisor, Team Leader, Boiler Operators
B3	Supervisor, Logistics Clerk
B4	Maintenance Fitter, Logistics / Stores in charge
B5	Production Secretary, Electrician, Shift Supt/Mng + other staff

5. NIGHT SHIFT ALLOWANCE

Substitute the following for the existing sub-clause

- 5.1 All employees working night shift on a 3 x shift system shall, in addition to their basic monthly salary, be paid a night shift allowance of 15% of the basic wage.

PART 2
ANNEXURE H
NON WOVEN TEXTILES SUBSECTOR
A. APPLICATION

1. SCOPE OF APPLICATION

As per the provisions of clause 1 of Part 1 of this agreement.

2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

B. REMUNERATION**3. MINIMUM WAGES**

Substitute the following for the existing sub-clause

3.1 As per the provisions of sub-clause 3.1 of Part 1 of this agreement.

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

3.2.1 Hourly Rate of Pay with effect from 01 January 2021

Grade	Hourly Rate of Pay with effect from 01 January 2021
100%	
A1 /A2	R35.39
A3 / B1	R35.78
B2 / B3	R37.58
B4 / B5	R40.39

90% Hourly Rate of Pay with effect from 01 January 2021

A1 /A2	R31.85
A3 / B1	R32.23
B2 / B3	R33.83
B4 / B5	R36.37

80% Hourly Rate of Pay with effect from 01 January 2021

A1 /A2	R28.31
A3 / B1	R28.64
B2 / B3	R30.05
B4 / B5	R32.32

- 3.2.2 The hourly rate of pay per grade for all new employees in their first six months of service will be 80% of the applicable Industry minimum hourly rate of pay as detailed in sub-clause 3.2.1 above and the employees in the second six months of employment will be 90% of the applicable Industry minimum hourly rate of pay as detailed in sub-clause 3.2.1.
- 3.2.3 After 12 months of employment 100% of the applicable Industry minimum rate of pay shall apply.
- 3.2.4 The new employee rate of pay shall not be applicable to employees who are skilled non-woven employees who have been retrenched from any company that falls under the scope of the Non – Wovens sub sector within the past 12 months and who previously earned the industry minimum hourly rate and are re-employed during the period of this agreement. Such employees will be paid at the Industry rate of pay as per clause 3 of this agreement.
- 3.3. The grading system implemented in this sub-sector is the Paterson Decision Band Methodology.

18. SHORT TIME

Substitute the following for the existing sub-clause

- 18.1 An employer may reduce the number of ordinary hours in a day or a week on forty eight (48) hours' notice to the employees and will notify shop stewards in an attempt to consult at plant level.
- 18.2 If the employer fails to give forty eight (48) hours' notice, it must pay the employee four (4) hours in lieu of the required notice.
- 18.3 Irrespective of the number of hours worked, an employer must pay each employee working short time at least half of that employee's basic weekly wage.
- 18.4 In the event of an unforeseen disruption to production that includes but is not limited to, utilities disruption (electricity, water, sewerage etc), major machine breakdowns, or an Act of God the company is entitled to give employees at least four (4) hours' notice of short / reduced working hours. Employees may be required to work during the four (4) hours notice period.

38. SHOP STEWARDS' RIGHTS AND FACILITIES

Insert the following additional sub clause

- 38.1 Each shop steward in an establishment covered by the scope of this Agreement shall be entitled to 10 (ten) days paid leave per annum.
- 38.2 Each shop steward's 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.
- 38.3 All employees in the bargaining unit (broken down by permanent workers, learnerships, and temporary workers);
- 38.4 All non-union members.
- 38.5 Shop stewards at each workplace shall be granted two hours paid time off for factory shop Steward committee meetings each month.
- 38.6 All shop stewards of trade unions party to the Bargaining Council shall be granted access to a telephone, a fax machine and meeting facilities for shop steward meetings at the workplace. The parties shall meet at plant level to give appropriate effect to this.
- 38.7 Each shop stewards' committee shall at each establishment and by the 20th of each month, be provided on request with schedules reflecting the labour profile of all employees in the *bargaining unit* (broken down by permanent, learnerships and temporary workers), and the detail of all union and non-union members in the *bargaining unit*.
- 38.8 Ballot facilities shall be provided by the employer at each establishment for the Union to conduct any ballot in terms of the Union Constitution and the Labour Relations Act No. 66 of 1995 (as amended).

- 38.9 SACTWU Office Bearers that fall under the scope of this agreement will be entitled to receive an additional paid five (5) days leave per annum to be used specifically for their Office Bearers roles within the Trade Union under the following conditions:
- 38.9.1 SACTWU undertakes to give the company seven (7) days written notice requesting the release of the Shop Stewards / Office Bearers from the workplace.
- 38.9.2 Office Bearer / Shop Steward leave is not cumulative or transferrable.

PART 2

ANNEXURE I

WOOL AND MOHAIR SECTION

A. APPLICATION

1. SCOPE OF APPLICATION

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

2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

B. REMUNERATION

3. MINIMUM WAGES

Substitute the following for the existing sub-clause

- 3.1 As per the provisions of sub-clause 3.1 of Part 1 of this Agreement
- 3.2 Every employer must pay each employee a wage increase and a *minimum wage* that is not less than that detailed in clause 3.2.1 and 3.2.2 below:
- 3.2.1 Each employer must pay employees an hourly increase for each *grade*, as follows:

Wool and Mohair Processors Industry

GRADE	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
1	R47.06
2	R48.8
3	R49.83
4	R54.05
5	R55.09

Wool and Mohair Broking Industry

- 3.2.2 With effect from the coming into operation of this agreement, each employer in the Wool and Mohair Broking Industry must pay an increase of 3.5% and with effect from 01 January 2021 an increase of 1.5% to its employees as per the table below:

GRADE AND JOB DESCRIPTION	MINIMUM MONTHLY WAGE		
	NEW MONTHLY WAGE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT	MINIMUM MONTHLY WAGE WITH EFFECT FROM 01 JANUARY 2021	
GRADE 1	R6326.38	R6421.27	
Wool Bag Worker			
General Worker			
Cleaner			
Trolley Pusher			
Tea Makers			
			Minimum rate per kilo-gram pressed / sorted
Bin Press Operator	R6326.38	R6421.27	17 cents
Mohair Sorter			
Wool Sorter			
Grade 2	R6589.02	R6687.85	
Marker / Wool Writers			
Sampler			
GRADE 3	R6286.84	R6381.14	
Hoop / Strap Iron Cutter			
High Density Press Operator			
Seeker			
Shipping Bale Maker			
GRADE 4	R7289.51	R7398.85	
Core Machine Operator			
Forklift Driver			
Grab Machine Operator			
Handyman			
GRADE 6	R7639.76	R7754.85	
Checker			
Clerk			
Driver Code 8			
Weighing Clerk			
Supervisor			

PART 2

ANNEXURE J

WORSTED SECTION

A. APPLICATION

1. SCOPE OF APPLICATION

As per the provisions of Clause 1 of Part 1 of this agreement.

2. PERIOD OF OPERATION

As per the provisions of Clause 2 of Part 1 of this Agreement.

B: REMUNERATION**3. MINIMUM WAGES**

Substitute the following for the existing sub-clause

- 3.1 The *minimum* wages for the *Worsted Section*, which an employer shall pay to employees in the Spinning division, shall be as specified in sub-clause 3.2 below.
- 3.2 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.

Substitute the following for the existing sub-clause

3.2.2 Spinners**3.2.2.1 AREA - A: THE REST OF THE COUNTRY (INCLUDING PORT ELIZABETH, AND DURBAN)**

GRADE	NEW HOURLY RATE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT BASED ON 40 HOURS PER WEEK	NEW HOURLY RATE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT BASED ON 44 HOURS PER WEEK
1	R33.81	R33.38
2	R34.56	R34.12
3	R35.67	R35.24
4	R37.55	R37.12

9. TEMPORARY EMPLOYEES

Substitute the following for the existing sub-clause

- 9.1 As per the provisions of sub-clause 9.1 of Part 1 of this Agreement.
- 9.2 As per the provisions of sub-clause 9.2 of Part 1 of this Agreement.
- 9.3 Temporary employees will be deemed to be permanent employees after 3 (three) months and their employment terms and conditions will be adjusted accordingly. Any extension of this Agreement will be by agreement between the parties at plant level.
- 9.4 The number of temporary employees will at no stage exceed 10% of the total number of permanent employees at any company unless otherwise agreed between the parties at plant level.
- 9.5 All temporary employees shall be covered by the closed shop agreement.

SIGNED IN DURBAN ON THIS 13TH DAY OF NOVEMBER 2020, FOR AND ON BEHALF OF THE FOLLOWING EMPLOYERS' ORGANISATIONS:

1. South African Blankets Manufacturers Employers' Organisation (SABMEO)
2. South African Carpet Manufacturing Employers' Association (SACMEA)
3. South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)

4. National Manufactured Fibres Employers' Association (NMFEA)
5. South African Wool and Mohair Processors' Employers' Organisation (SAWAMPEO)
6. National Association of Worsted Textile Manufacturers (NAWTM)
7. South African Cotton Textile Processing Employers' Association (SACTPEA)
8. Narrow Fabric Manufacturers' Association (NFMA)
9. National Textile Manufacturers' Association (NTMA)
10. Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOSA)

AND

SIGNED IN DURBAN ON THIS 13TH DAY OF NOVEMBER 2020, FOR AND ON BEHALF OF THE FOLLOWING TRADE UNION/S:

1. Southern African Clothing & Textile Workers' Union (SACTWU)

As duly designated and authorised, signed by:

1. Signatory Name: Mr Johannes Brouwer (print)

Signatory Designation: Chairperson (National Textile Bargaining Council)

Signatory signature: _____



2. Witness Name: Mr Ganasan Poonsamy Pillay (print)

Witness Designation: Secretary (National Textile Bargaining Council)

Witness signature: _____

