

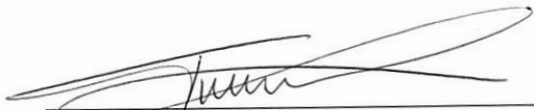
DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 484 OF 2021

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: 11/08/2021

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**NATIONAL TEXTILE BARGAINING COUNCIL: UKWELULWA
KWESIVUMELWANO ESIYINGQIKITHI ESIPHAKATHI KWABAQASHI
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXEYENI 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 ezahlukenene.



MNUMZANE TW NXESI, MP
NGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 11/08/2021

SCHEDULE**NATIONAL TEXTILE BARGAINING COUNCIL
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 06 September 2019 and No. R.1398 of 24 December 2020.

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, 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 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 Employment and 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-clauses

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 2018**.

	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	R1.25
3	R1.21	R1.67
4	R1.33	R1.84
5	R1.68	R2.32

- (2) With effect from coming into operation of this Agreement the new Hourly Rate applicable to employees employed **prior to 01 August 2018**.

	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	R23.52	R23.24
2	R25.06	R24.06
3	R26.55	R25.49
4	R29.34	R28.17
5	R36.97	R35.49

- (3) With effect from coming into operation of this Agreement, the new Hourly Rate applicable to new employees employed **on or after 01 August 2018**, 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.

**PART 2
ANNEXURE E
CARPETS 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

- 3.1 Every employer must pay each employee a wage that is not less than the minimum wage as set out in sub-clause 3.2 below. The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees with effect from the coming into operation of this Agreement shall be as set out in sub-clause 3.2 below, unless exemption is granted.
- 3.2.1 The current weekly rates for all job categories and or grades shall increase, for a normal 45 hour week, by R100.00 across the board as from the coming into effect of this agreement, and by R110.00 per week across the board as from 01 July 2022.
- 3.2.2 The industry minimum wage rate based on a normal 45 hour week will, therefore, be as follows with effect from the coming into operation of this agreement for year one and 01 July 2022 for year two:
- 3.2.2.1 Year One: R43.38 per hour, that is, R1952.10 per week;
- 3.2.2.2 Year Two: R45.82 per hour, that is, R2062.10 per week.

G: ORGANISATIONAL RIGHTS

38. SHOP STEWARDS' RIGHTS AND FACILITIES

Insert the following new sub clause

- 38.12 The employer shall provide training and access to information and communication technology facilities and tools for all shop stewards to exercise their duties. These details are to be agreed at plant level.

H: GENERAL

49. OTHER CONDITIONS OF EMPLOYMENT**Insert the following new sub clause**

- 49.3 Agreement to be reached at plant level with regards to work arrangements during Eskom Loadshedding.
- 49.4 The employers agree to comply with the Occupational Health and Safety Act in respect of COVID-19 regulations.

**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**

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

	Increase per Hour per Grade with effect from the coming into operation of this Agreement	Wage with effect from the coming into operation of this Agreement
GRADE	INCREASE PER HOUR	HOURLY RATE OF PAY
1	R1.23	R21.99
2	R1.29	R23.10
3	R1.37	R24.56
4	R1.45	R26.05
5	R1.59	R28.50

- 3.2 When any of the prescribed wage rates in sub-clause 3.1 are less than the National Minimum Wage (NMW), the NMW shall be applied. The employer must ensure that they are not in contravention of the NMW.

H: GENERAL**49. OTHER CONDITIONS OF EMPLOYMENT****Insert the following new sub clause****49.1 NATURAL DISASTERS**

The first 2 (two) hours to be paid in the event of unforeseen circumstances such as, but not limited to, tornados, load shedding, fires, storms, flood, and water cuts.

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

3. MINIMUM WAGES

Substitute the following for the existing sub-clauses

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 below.

With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees.

GRADE	Current Monthly Wage	Increase	With effect from the coming into operation of this Agreement the minimum monthly wage
A1	R8250.20	R450.00	R8700.20
A2	R8650.70	R450.00	R9100.70
A3	R8863.30	R450.00	R9313.30
B1	R9319.55	R450.00	R9769.55
B2	R9595.66	R450.00	R10045.66
B3	R9975.40	R450.00	R10425.40
B4	R10497.80	R450.00	R10947.80
B5	R11237.90	R450.00	R11687.90

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 specific in the table in clause 3.2, such wage rates shall continue to apply unless otherwise agreed through collective bargaining between the parties.

49. OTHER CONDITIONS OF EMPLOYMENT

Replace the existing sub clause 49 with the following sub clauses:

49.1 The employer must implement the required Occupational Health and Safety (OHS) standards and comply with all OHS regulations in the workplace;

49.2 The employer will implement Covid-19 safety protocols as required by law;

49.3 Employers must provide the applicable Personal Protective Equipment (PPE) to all employees as is required by law.

**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**

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

Substitute the following for the existing sub-clauses

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 the coming into operation of this agreement

Grade	Hourly Rate of Pay with effect from the coming into operation of this agreement
100%	
A1 / A2	37.34
A3 / B1	37.75
B2 / B3	39.65
B4 / B5	42.61

90%

A1 / A2	33.60
A3 / B1	34.00
B2 / B3	35.69
B4 / B5	38.37

80%

A1 / A2	29.87
A3 / B1	30.22
B2 / B3	31.70
B4 / B5	34.10

3.2.2 The hourly rate of pay per grade for **all new employees in their first four (4) 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 four 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 eight (8) 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.

6. LONG SERVICE ALLOWANCE

Substitute the following for the existing sub-clauses

- 6.1 Every employer must pay each employee a long-service award in addition to the prescribed weekly wage.
- 6.2 The long service award is –
- (a) R 1.50 per week for each completed year of continuous service;
 - (b) payable from the 01 July each year.

G: ORGANISATIONAL RIGHTS

38. SHOP STEWARDS' RIGHTS AND FACILITIES

Insert the following new sub clause

- 38.9 Shop Stewards of the Trade Unions party to the Bargaining Council shall be granted reasonable access to electronic equipment in the workplace for communication purposes with the Trade Union. The specific arrangements will be discussed and agreed at site level

PART 2

ANNEXURE K

WOVEN COTTON TEXTILE PRODUCTS SUB SECTOR

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-clauses

- 3.1 As per the provisions of subclause 3.1 of Part 1 of this Agreement
- 3.2 Every employer must pay each employee a wage that is not less than the *minimum hourly rate* prescribed in the table below:

WAGE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT			
GRADE	CURRENT HOURLY RATE OF PAY	INCREASE	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
1	R36.65	R2.02	R38.67
2	R37.40	R2.06	R39.46

Qualified	R34.36	R1.55	R35.91
B2			
0-6 months	R34.14	R1.54	R35.68
7-12 months	R34.39	R1.55	R35.94
Qualified	R34.58	R1.56	R36.14
B3			
0-6 months	R35.23	R1.59	R36.82
7-12 months	R35.55	R1.60	R37.15
Qualified	R35.81	R1.81	R37.42
B4	R37.29	R1.68	R38.97

CLOTHING ACCESSORIES

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
A1	R30.94	R1.39	R32.33
A2	R31.29	R1.41	R32.70
A3	R31.57	R1.42	R32.99
B1	R32.14	R1.45	R33.59
B2	R32.34	R1.46	R33.80
B3	R33.42	R1.50	R34.92
B4	R34.82	R1.57	R38.39
B5	R36.45	R1.64	R38.09

BRAIDING:

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
A1	R24.48	R1.10	R25.58

**SIGNED IN DURBAN ON THIS 27TH DAY OF JULY 2021, FOR AND ON BEHALF OF THE
FOLLOWING TRADE UNION/S:**

Southern African Clothing & Textile Workers' Union (SACTWU)

As duly designated and authorised, signed by:

1. Signatory Name: Mr Johannes Brouwer

Signatory Designation: Chairperson (National Textile Bargaining Council)

Signatory signature:



2. Witness Name: Mr Ganasan Poonsamy Pillay

Witness Designation: Secretary (National Textile Bargaining Council)

Witness signature:

