
GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR**GENERAL NOTICE 830 OF 2022****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: 07/02/2022

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 ezahlukene.



**MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 07/02/2022**

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; No. R.1398 of 24 December 2020, No. R. 484 of 20 August 2021 and 498 of 24 August 2021.

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 I

WOOL AND MOHAIR 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:

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Wool and Mohair Processors Industry

3.2.1 With effect from the coming into operation of this agreement, each employer in the Wool and Mohair Processing Industry must pay an increase of 5.2% to its employees.

WAGE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT			
GRADE	CURRENT HOURLY RATE OF PAY	PERCENTAGE INCREASE	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
1	R47.06	5.2%	R49.51
2	R48.08	5.2%	R50.58
3	R49.83	5.2%	R52.42
4	R54.05	5.2%	R56.86
5	R55.09	5.2%	R57.95

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 5.2% to its employees.

WAGE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT			
GRADE	JOB DESCRIPTION	PERCENTAGE INCREASE	NEW MONTHLY WAGE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
1	Wool Bag Worker General Worker Cleaner Trolley Pusher Teamakers	5.2%	R6 755.18
	Bin Press Operator Mohair Sorter Wool Sorter	5.2% With a minimum rate of R0.17 per kilogram Pressed/Sorted	R6 755.18
2	Marker/Woolwriters Sampler	5.2%	R7 035.69
3	Hoop/Strap Iron Cutter High Density Press Operator	5.2%	R7 409.71

	Seeker Shipping Bale Marker		
4	Core Machine Operator Forklift Driver Grab Machine Operator Handyman	5.2%	R7 783.59
5	Checker Clerk Driver Code 08 Wei hing Clerk Supervisor	5.2%	R8 159.11

3.3 As per the provisions of clause 3.3 of Part 1 of this Agreement.

G. ORGANISATIONAL RIGHTS

38. SHOP STEWRADS' RIGHTS AND FACILITIES

Substitute the following for the existing sub-clause 38.6 with the following

"38.6 Each employer will make an office and computer available for the use of shop stewards with an email address and such internet access as is necessary to conduct legitimate Employer/Union business."

H. GENERAL

49. OTHER CONDITIONS OF EMPLOYMENT

Insert the following new sub clause

49.3 COVID-19

49.3.1 Where employees are required to be vaccinated for COVID-19, during working hours they will be paid half their daily remuneration as compensation for time lost.

49.3.2 This will be applied on a maximum of two occasions where they receive the two dose COVID-19 vaccine.

PART 2 ANNEXURE J WORSTEDS 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 The *minimum* wages for the Worstest 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 hourly rate prescribed in the relevant tables below and for the grade specified.

3.2.1 SPINNERS

Area A: in the Rest of the Country including Port Elizabeth, and Durban

The parties agree that a wage increase of 5.5% for Area A will be implemented for grades 1, 2, 3 and 4 and the new hourly rates will be as per the table below:

	Increase per Hour per Grade with effect from the coming into operation of this Agreement, for 40 hours per week	Increase per Hour per Grade with effect from the coming into operation of this Agreement, for 44 hours per week
GRADE	HOURLY RATE	HOURLY RATE
1	R35.67	R35.22
2	R36.46	R36.00
3	R37.63	R37.18
4	R39.62	R39.16

3.2.2 SPINNERS

Area B: in Kwa-Zulu Natal and Eastern Cape, excluding Durban and Port Elizabeth

The parties agree that the following wage increase, and new hourly minimum wage rates shall be implemented for grades 1, 2, 3 and 4, and the new hourly rates will be as per the table below:

NEW HOURLY RATE OF PAY WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT		
D: GRADE	HOURLY INCREASE	NEW HOURLY RATE
1	R1.49	R28.50
2	R1.52	R29.09
3	R1.56	R29.94
4	R1.64	R31.44

LEAVE**26. FAMILY RESPONSIBILITY LEAVE**

As per the provisions of clause 26 of Part 1 of this Agreement.

Substitute the following for the existing sub-clause, with the following

The parties agreed to improve the current Family Responsibility Leave provisions from four (5) days' per annum to five (5) days' per annum and such leave will be extended to cover hospitalisation and/or death of a spouse or life partner.

G: ORGANISATIONAL RIGHTS

38. SHOP STEWRADS' RIGHTS AND FACILITIES

Insert the following new sub clause

- 38.8 Each employer will make an office and computer available for the use of shop stewards with an email address and such internet access as is necessary to conduct legitimate Employer/Union business.

H. GENERAL**49. OTHER CONDITIONS OF EMPLOYMENT**

Insert the following new sub clause

- "49.3 Where employees are required to be vaccinated for COVID-19, during working hours they will be paid half their daily remuneration as compensation for time lost.
- 49.4 This will be applied on a maximum of two occasions where they receive the two dose COVID-19 vaccine."

SIGNED IN DURBAN ON THIS 20TH DAY OF DECEMBER 2021, 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 20TH DAY OF DECEMBER 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 Michael Shabalala

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