GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 1343 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.

titette

MRIW-NXESI, MP MINISTER OF EMPLOYMENT AND LABOUR DATE: 23/01 2022

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

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

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

Lille

UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI USUKU: 236-1200

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 Governement Notice No. R.1137 of 06 September 2019; No. R.1398 of 24 December 2020, No. R. 484 of 20 August 2021 and General Notice No 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

- <u>Vegetable fibres</u>: cotton, kapok, coir, flax, hemp, jute, kenaf, ramie manila, henequen, sisal, sugar cane or other plants seeds, bast or leaf material.
- <u>Animal fibres</u>: wool, mohair, cashmere, silk, angora, alpaca, feathers and any type of animal hair.
- <u>Mineral fibres</u>: asbestos or other inorganic material.

1.1.1.2 Manufactured Fibres:

- <u>Synthetic polymers</u>: including polymethylene, polyolefin, polyvinyl, polyurethane, polyamaide, aramid, polyester and synthetic polyisoprene
- <u>Natural polymers</u>: including made from or comprising aliginate rubber, regenerated proteins regenerated cellulose and cellulose ester
- <u>Minerals</u>: 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;
- I. 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
- 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.

3. MINIMUM WAGES

B: REMUNERATION

Substitute the following for the whole existing clause 3.

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 shall be as follows:

	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	R1.65	R1.63
2	R1.75	R2.22
3	R1.86	R2.35
4	R2.05	R2.61
5	R2.59	R3.28

(2) With effect from the coming into operation of this Agreement the new Hourly Rate applicable to employees shall be as follows:

	Metro Areas New hourly rate per hour	Non Metro Areas Increase per hour
Grades	With effect from the coming into	With effect from the coming into
	operation of this Agreement	operation of this Agreement
1	R25.17	R24.87
2	R26.81	R26.28
3	R28.41	R27.84
4	R31.40	R30.78
5	R39.56	R38.77

- 3.3 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 01 August 2023 the minimum hourly increases per grade applicable to employees shall be as follows:

	Metro Areas Increase per hour	Non Metro Areas Increase per hour
Grades	With effect from 01 August 2023	With effect from 01 August 2023
1	R1.76	R2.06
2	R1.88	R2.41
3	R1.99	R2.56
4	R2.20	R2.83
5	R2.77	R3.56

(2) With effect from 01 August 2023 the new Hourly Rate applicable to employees shall be as follows:

	Metro Areas New hourly rate per hour	Non Metro Areas Increase per hour
Grades	With effect from 01 August 2023	With effect from 01 August 2023
1	R26.93	R26.93
2	R28.69	R28.69
3	R30.40	R30.40
4	R33.60	R33.60
5	R42.33	R42.33

(3) With effect from coming into operation of this Agreement, the new Hourly Rate applicable, 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, 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.

9. TEMPORARY EMPLOYEES

Insert the following new subclause

9.22 No temporary contracts will be concluded for a period of less than 3 (three) months. However, labour utilization within 3 months period will be determined by the Employer based on operational requirement principles but not linked to short time and or retrenchments.

H: GENERAL

49. OTHER CONDITIONS OF EMPLOYMENT Insert new sub-clause

49.3 National Department of Health covid-19 Vaccination – the vaccine will not be made mandatory in the workplace, unless enforced by the National Department of Health for reasons beyond the Employer's control. However, until such time, employees will continuously be motivated and enticed to get vaccinated as per the current clause of the party collective 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 whole existing clause 3

- 3.1. Every employer must pay each employee a wage that is not less than the *minimum hourly rate* prescribed in the <u>relevant tables below:</u>
- 3.1.2 Grade 1 will increase by 9.14% (nine point one four percent) on the current industry minimum hourly rate of pay and Grades 2, 3, 4 and 5 will increase by 7% (seven percent) on the current industry minimum hourly rates of pay as follows:

Grade	Increase per Hour per Grade
1	R 2.01
2	R 1.62
3	R 1.72
4	R 1.82
5	R 2.00

3.1.3 The Minimum Industry hourly rates of pay per grade are as detailed below: -

	With effect from coming into operation of this agreement
Grade	Hourly Rate
1	R 24.00
2	R 24.72
3	R 26.28
4	R 27.87
5	R 30.50

- 3.1.4 Employees whose hourly rate of pay was increased to comply with the National Minimum Wage (NMW) on 01 March 2022 will be adjusted to the Industry Minimum Hourly Rate of Pay i.e. Grade 1 to be increased by R 0.81 to R 24.00 and Grade 2 to be increased by R 1.53 to R 24.72.
- 3.2. With effect from **01 July 2023**, the increase on the current Industry minimum hourly rates of pay will be as follows:
 - 3.2.1 Hourly Rate Of Pay With effect from **01 July 2023**, the Minimum Industry Hourly Rate of Pay will increase by the same rand amount per grade for year two (2) and shall be as specified in the table below: The Grade 1 increase per hour will be implemented to ensure that the percentage difference between Grade 1 and Grade 2 is maintained.

	With effect from 01 July 2023
Grade	Increase per Hour per Grade
1 .	R 1.57
2	R 1.62
3	R 1.72
4	R 1.82
5	R 2.00

3.2.2	The Industry	v hourlv	rates of	pav pe	er grade are	as detailed below: -

	With effect from 01 July 2023
Grade	Hourly Rate
1	R 25.57
2	R 26.34
3	R 28.00
4	R 29.69
5	R 32.50

3.2.3 Employees whose hourly rate of pay are adjusted to comply with the National Minimum Wage (NMW) will have their hourly rate adjusted to the applicable Industry Hourly Rate of Pay. Those employees, whose hourly rate of pay are above the NMW and the Industry minimum Hourly Rate of Pay, will receive the industry hourly increase as per this agreement.

C: HOURS OF WORK

16. PUBLIC HOLIDAYS

Insert new sub-clause

Public Holidays during the Christmas Shut Down period falling on a Saturday are to be regarded as Paid Public Holidays. These Public Holidays are 25 December, 26 December, and 01 January.

D: LEAVE

26. FAMILY RESPONSIBILITY LEAVE

Substitute the following for the whole existing clause 26

- 26.1 An employer must grant an employee family responsibility leave as per the provisions of the Basic Conditions of Employment Act, No. 75 of 1997 (as amended).
- 26.2 The current definition will be extended to include paid time off for "spousal" illness on the following terms and conditions:
 - 26.2.1 Hospitalisation of spouse
 - 26.2.2 Chronic illness / disease
 - 26.2.3 The above is subject to:
 - 26.2.3.1 The employee submitting a valid medical certificate.
 - 26.2.3.2 Acceptable proof of the spousal relationship which will include a marriage certificate and that the spousal's details are recorded the employees' personal file.

E: EMPLOYEE BENFITS

27. RETIREMENT FUND Substitute the following for the existing sub clause

27.2 Contributions by the employer to a retirement fund must be a minimum of 7% (seven point zero percent) of the basic rate of pay and contributions by the employees to such a retirement fund must be a minimum of 5.5% (five and a half percent) of the basic rate of pay.

PART 2 ANNEXURE G MANUFACTURED FIBRES SUBSECTOR <u>SCHEDULE 1</u>

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 whole existing clause 3

- 3.1 As per the provisions of 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.
 - (1) 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 6% increase per month across the board with effect from the coming into operation of

this agreement and 6% increase per month across the board with effect from 01 July 2023.

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

GRADE	NEW MINIMUM RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT	NEW MINIMUM RATE WITH EFFECT FROM 01 July 2023
A1	R9222.21	R9775.54
A2	R9646.74	R10225.55
A3	R9872.10	R10464.42
B1	R10355.72	R10977.07
B2	R10648.40	R11287.30
B3	R11050.92	R11713.98
B4	R11604.67	R12300.95
B5	R12389.17	R13132.52

- 3.3 As per the provisions of 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.

<u>SCHEDULE 2</u> 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.

3. MINIMUM WAGES

B. REMUNERATION

Substitute the following for the whole existing clause 3

- 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 6% increase per month across the board with effect from the coming into operation of this agreement and 6% increase per month across the board with effect from 01 March 2023.
- (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 2023
A1	R4770.00 per month	R5056.00 per month
A2	R4770.00 per month	R5056.00 per month
A3	R4770.00 per month	R5056.00 per month
B1	R5412.00 per month	R5737.00 per month
B2	R6706.00 per month	R7108.00 per month
B3	R8045.00 per month	R8528.00 per month
B4	R10727.00 per month	R11371.00 per month
B5	R13409.00 per month	R14214.00 per month

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	

H: GENERAL

49. OTHER CONDITIONS OF EMPLOYMENT Substitute the following for the whole existing clause 49

- 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 protocls 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

Substitute the following for the whole existing clause 3

- 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 NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT

Grade	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT	
A1 /A2	R39.95	
A3 / B1	R40.39	
B2 / B3	R42.43	
B4 / B5	R45.59	

3.2.2 NEW HOURLY RATE WITH EFFECT FROM 01 JULY 2023

A1 /A2	R42.56	
A3 / B1	R43.03	
B2 / B3	R45.21	
B4 / B5	R48.57	

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 whole existing clause 6

- 6.1 Every employer must pay each employee a long-service allowance in addition to the prescribed weekly wage.
- 6.2 The long-service allowance is -
 - (a) R1.60 per week for each completed year of service;
 - (b) payable from 01 July each year.

7. ANNUAL BONUS Substitute the following for the whole existing clause 7

- **7.1** Every employer must pay an annual bonus calculated in terms of sub clause 7.2 below, to each employee no later than one week prior to 25th December.
- 7.2 The annual bonus is based on 21 (twenty-one) days basic wage rate.
- 7.3 The annual bonus is based on a full year of service commencing on 01 November of the preceding year and ending on 31 October in which the annual bonus is paid.
- 7.4 if an employee starts employment on or after 01 November, that employee is entitled to a prorata amount of the annual bonus for the period worked up to 31 October.
- 7.5 Should an employee leave the employ of their employer before 01 November, they will be entitled to receive a pro-rata annual-bonus.

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 sub clause 3.1 to 3.2.1

- 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	HOURLY RATE AS AT 30 JUNE 2022	EFFECT FROM THE COMING	NEW HOURLY RATE WITH EFFECT FROM 01 JULY 2023
1	R49.51	R53.10	R56.82
2	R50.58	R54.25	R58.05
3	R52.42	R56.22	R60.16
4	R56.86	R60.98	R65.25
5	R57.95	R62.15	R66.50

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D: LEAVE

26. FAMILY RESPONSIBILTY LEAVE Insert new sub-clause

- 26.1.3 in the event of sickness and/or hospitalization of a spouse-
- 26.1.3.1 submission of satisfactory proof of spouse sickness and that the employee
- accompanied their spouse for medical treatment/consultation at either a doctor or hospital;
- 26.1.3.2 such leave being taken at around the time of such sickness, shall be restricted to one (1) day per occasion to a maximum number of days as provided in clause 26.1.

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 whole existing clause 3

- 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.

3.2.2 SPINNERS (AREA – A)

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

GRADE	EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT BASED ON	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT BASED ON 44 HOURS PER WEEK
1	R38.35	R37.86
2	R39.20	R38.70
3	R40.45	R39.97
4	R42.59	R42.10

3.2.2.2 AREA - A: THE REST OF THE COUNTRY (INCLUDING PORT ELIZABETH, AND DURBAN)

GRADE	EFFECT FROM 01 JULY 2023 BASED ON	NEW HOURLY RATE WITH EFFECT FROM 01 JULY 2023 BASED ON 44 HOURS PER WEEK
1	R41.04	R40.51
2	R41.93	R41.41
3	R43.28	R42.77
4	R45.57	R45.05

3.2.3 SPINNERS (AREA – B)

3.2.3.1 AREA - B: IN KWA ZULU NATAL AND EASTERN CAPE EXCLUDING DURBAN AND PORT ELIZABETH

GRADE	NEW HOURLY INCREASE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT	NEW HOURLY RATE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT
1	R2.28	R30.78
2	R2.33	R31.42
3	R2.40	R32.34
4	R2.52	R33.96

3.2.3.2 AREA - B: IN KWA ZULU NATAL AND EASTERN CAPE EXCLUDING DURBAN AND PORT ELIZABETH

GRADE	NEW HOURLY INCREASE WITH EFFECT FROM 01 JULY 2023	NEW HOURLY RATE WITH EFFECT FROM 01 JULY 2023
1	R2.31	R33.09
2	R2.36	R33.78
3	R2.43	R34.77
4	R2.55	R36.51

D: LEAVE

20. ANNUAL LEAVE Substitute the following for the existing sub clause 20.2

20.2 An employer must grant an employee at least 15 working days' annual leave on full remuneration in respect of each annual leave cycle.

Insert new sub clause 20.2.1

20.2.1 employees having completed eight (8) years'consecutive service on permanent staff shall be entitled to one (1) day's leave pay per annum in addition to the normal annual leave entitlement.

PART 2 ANNEXURE K WOVEN COTTON TEXTILE PRODUCTS 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 whole existing clause 3

- 3.1 As per the provisions of clause 3.1 of Part 1 of *this Agreement*.
- 3.2 Every employer must pay each employee an hourly rate, which is not less than the *Minimum hourly rate* prescribed in the table below:

3.2.1

Wage increase with effect from the coming into operation of this Agreement			
Grade	Current Minimum Hourly rate	Hourly Increase	New Minimum Hourly Rate with effect from the coming into operation of this agreement
1	R38.67	R2.71	R41.38
2	R39.46	R2.76	R42.22
3	R40.47	R2.83	R43.30
4	R42.23	R2.96	R45.19
5	R44.35	R3.10	R47.45

3.2.2

Wage increa	Wage increase with effect from 01 JULY 2023			
Grade	Minimum Hourly rate as at 01 JUNE 2023	Hourly Increase	New Minimum Hourly Rate with effect from 01 JULY 2023	
1	R41.38	R2.71	R44.09	
2	R42.22	R2.76	R44.98	
3	R43.30	R2.83	R46.13	
4	R45.19	R2.96	R48.15	
5	R47.45	R3.10	R50.55	

7. ANNUAL BONUS

Substitute the following for the whole existing clause 7

- 7.1 With effect from the coming into operation of this Agreement, Employees shall be paid annual bonus in December of each year, based on the basic Woven Cotton Council rates of pay as follows:
 - 7.1.1 Employees with less than 12 months service = 2 (two) weeks basic rates of pay per grade pro-rated.

- 7.1.2 Employees with greater than 12 months but less than 36 months service = 3.5 (three and a half) weeks basic rate of pay per grade;
- 7.1.3 Employees with greater than 36 months service = 4 (four) weeks basic rate of pay per grade;
- 7.2 The annual bonus is to be paid no later than the end of December of the relevant year.
- 7.3 An employee whose employment is terminated before 31st December is not entitled to any annual bonus.
- 7.4 Temporary employees in the employ of a company as at 31st December each year shall be entitled to a pro rata annual bonus for all periods of employment during that year.

D: LEAVE

26. FAMILY RESPONSIBILITY LEAVE Insert new sub-clause

26.1.1.3 With reference to Sub-Clause 26.1 of the Main Agreement, which pertains to the birth of a child, an employee may elect to use EITHER all the provisions contained in clause 26.1 of the Main Collective Agreement (three days fully paid), or the provisions of the BCEA, Parental Leave Section 25 A and clause 23 of the Main Collective Agreement (ten days unpaid and claim from the UIF). The employee may not use both provisions either in full, or in part.

H: GENERAL

49. OTHER CONDITIONS OF EMPLOYMENT

Substitute the following for the whole existing clause 49

- 49.1 All other conditions not amended by this agreement shall remain in full force and effect
- 49.2 COVID-19 VACCINATION CAMPAIGN, the parties agree to, where possible, make arrangements that enable employees to be vaccinated. This is to be on a voluntary basis, where employees elect to be vaccinated.

PART 2

ANNEXURE L

WOVEN, CROCHET & KNITTED NARROW FABRIC 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.

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B: REMUNERATION

3. MINIMUM WAGES

Substitute the following for the whole existing clause 3.

- 3.1 As per the provisions of clause 3 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 sub-clause 3.2.1 below:
- 3.2.1 Each employer must pay employees an hourly increase for each grade, as follows.

NARROW FABRICS:

·	CURRENT	INCREASE	NEW HOURLY RATE WITH
00405	HOURLY RATE	PER HOUR	EFFECT FROM THE
GRADE			COMING INTO OPERATION
			OF THIS AGREEMENT
A1	R34.51	R2.24	R36.75
A2	R34.63	R2.25	R36.88
0-3 months	R34.03	RZ.20	K30.00
4-6 months	R34.73	R2.26	R36.98
Qualified	R34.87	R2.27	R37.14
A3	R35.20	R2.29	R37.48
B1	R35.44	R2.30	R37.74
0-6 months	R35.44	R2.30	K37.74
7-12 months	R35.61	R2.31	R37.93
Qualified	R35.91	R2.33	R38.24
B2	R35.68	R2.32	R38.00
0-6 months	R33.00	NZ.32	N30.00
7-12 months	R35.94	R2.34	R38.27
Qualified	R36.14	R2.35	R38.48
B3	R36.82	R2.39	R39.21
0-6 months	130.02	112.00	
7-12 months	R37.15	R2.41	R39.56
Qualified	R37.42	R2.43	R39.85
B4	R38.97	R2.53	R41.50

CLOTHING ACCESSORIES:

	CURRENT	INCREASE	NEW HOURLY RATE WITH
GRADE	HOURLY	PER HOUR	EFFECT FROM THE COMING
	RATE		INTO OPERATION OF THIS
			AGREEMENT
A1	R32.33	R2.10	R34.43
A2	R32.70	R2.13	R34.82
A3	R32.99	R2.14	R35.14
B1	R33.59	R2.18	R35.77
B2	R33.80	R2.20	R35.99
B3	R34.92	R2.27	R37.19
B4	R36.39	R2.37	R38.75
B5	R38.09	R2.48	R40.57

BRAIDING:

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
A1	R25.58	R1.66	R27.24
A2	R25.72	R1.67	R27.39
A3	R26.27	R1.71	R27.98
B2	R26.86	R1.75	R28.60
B5	R27.73	R1.80	R29.54
B6	R29.58	R1.92	R31.50

BRAIDING:

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW HOURLY RATE WITH EFFECT FROM 1 JANUARY 2023
A1	R27.24	R0.14	R27.38
A2	R27.39	R0.14	R27.53
A3	R27.98	R0.14	R28.12
B2	R28.60	R0.14	R28.75
B5	R29.54	R0.15	R29.68
B6	R31.50	R0.16	R31.66

3.2.2 Each employer must pay employees an hourly increase for each grade for the period effective 01 July 2023 as follows:

- 3.2.2.1 Bargaining unit employees falling under the following wage schedules: 'Narrow Fabrics',
 'Clothing Accessories' and 'Braiding'shall receive an increase of CPI + 0.5%, per Stats
 SA March 2023 published CPI, on normal hourly rate of pay across all grades for the
 period 01 July 2023 to 30 June 2024.
- 3.2.2.1.1 It is agreed that if March 2023's CPI, as per Stats SA, is below 4.5% or above 8% the parties to go back to the negotiation table to negotiate the % wage increase for the period 01 July 2023 to 30 June 2024.
- 3.3 New employee's 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	Normaly hourly gazetted rate	

3.4 In terms of this provision, no employee will be paid less than the National Minimum Wage as declared and promulgated in law.

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 - 3.5 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.
 - 3.6 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.

Substitute the following for the existing GRADES AND JOB TITLES FOR BRAIDING

	1	
GRADE 1	(A1)	GENERAL WORKER / CLEANER
		LABOURER
		PACKER
		WORKSHOP ASSISTANT
GRADE 2	(A2)	BRAIDER
		WINDER
		TIPPER /ROLLER /SPOOLER /CASCADE /MAKE-UP WORKER
		/STRIP ROLLER
		TWISTER
GRADE 3	(A3)	DISPATCH CLERK
	1	SETTER / MECHANIC ASSISTANT
		STORE KEEPER
		FACTORY CLERK
GRADE 5	(B2)	TEAM LEADER
		DRIVER
		STOREMAN
GRADE 8	(B5)	SUPERVISOR
GRADE 9	(B6)	TECHNICAL BRAIDER
		TECHNICAL WINDER

Insert the following additional definitions

Braiding: Storeman

Means an employee in general charge of stores and/or finished products and who is responsible for receiving, controlling, storing, capturing info on an information system/computer, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming depoartments in an establishment or for despatch.

Braiding: Technical Braider

Means an employee operating a braiding machine that produces technical safety critical products which have a global standard accreditation.

Braiding: Technical Winder

Means an employtee operating a winding machine that is involved in the production of technical safety critical products which have a global standard accreditation.

6. LONG SERVICE AWARD

Substitute the following for the existing sub-clause

- 6.1 Every employer must pay each employee a long service award in addition to the wage prescribed in clause 3 above.
- 6.2 The long service award is –

(a) R1-25 per week for each completed year of service with effect from the coming into operation of this agreement;

(b) R1-50 per week for each completed year of service with effect from 01 July 2023; and

(c) the weekly service award amounts will accrue towards a payment in January of each year with payout one week prior to returning to work from leave.

7. ANNUAL BONUS

Substitute the following for the whole existing clause 7

- 7.1 Every employer must pay each employee an annual bonus of 5.0% of his/her gross annual earnings calculated in terms of clause 7.2 (below) prior to the annual shutdown and no later than a week before Christmas Day.
- 7.2 With effect from 01 July 2023, every employer must pay each employee an annual bonus of 5.5% of his/her gross annual earnings calculated in terms of clause 7.2 (below) prior to the annual shutdown and no later than a week before Christmas Day.
- 7.3 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.
- 7.4 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.
- 7.5 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.

16. PUBLIC HOLIDAYS

Insert the following new sub-clause

16.12 if a public holiday falls on a Saturday during the formal December/January shutdown period, the public holiday is to be paid.

SIGNED IN DURBAN ON THIS 02ND DAY OF SEPTEMBER 2022, 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 DAY OF 02 SEPTEMBER 2022, 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:

And Solula

2. Witness Name: Mr Ganasan Poonsamy Pillay

Witness Designation: Secretary (National Textile Bargaining Council)

- Alery-

Witness signature: