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OF  
SOUTH AFRICA



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VAN  
SUID-AFRIKA

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## GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

### DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

**No. R. 558**

**7 May 1999**

LABOUR RELATIONS ACT, 1995

#### NATIONAL BARGAINING COUNCIL FOR THE TEXTILE MANUFACTURING INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA: EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Textile Manufacturing Industry of the Republic of South Africa 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 17 May 1999 and for the period ending 30 June 2002.

**M. M. S. MDLADLANA**

Minister of Labour

No. R. 558

7 Mei 1999

## WET OP ARBEIDSVERHOUDINGE, 1995

**NASIONALE BEDINGINGSRAAD VIR DIE TEKSTIELVERVAARDIGINGSNYWERHEID VAN DIE REPUBLIEK VAN SUID-AFRIKA: UITBREIDING VAN KOLLEKTIEWE HOOFOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995 dat die kollektiewe ooreenkoms wat in die Bylae hierby verskyn en wat in die Nasionale Bedingingsraad vir die Tekstielvervaardigingsnywerheid van die Republiek van Suid-Afrika aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 17 Mei 1999, en vir die tydperk wat op 30 Junie 2002 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid**

*Nota:* 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing is op aanvraag beskikbaar by die Bedingingsraad.

**NATIONAL BARGAINING COUNCIL FOR THE TEXTILE MANUFACTURING INDUSTRY OF THE  
REPUBLIC OF SOUTH AFRICA****MAIN COLLECTIVE AGREEMENT****CONTENTS**

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**SCHEDULE****PART A: APPLICATION****1. PARTIES**

The parties to this collective Agreement are—

- 1.1 National Textile Manufacturers' Association and
- 1.2 Southern African Clothing and Textile Workers' Union.

**2. SCOPE OF APPLICATION**

2.1 This Agreement applies to all employers and all employees who are members of the parties to this Agreement and who are engaged in the Textile Manufacturing Industry in the Republic of South Africa as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

**3. PERIOD OF APPLICATION**

3.1 This Agreement commences application—

- (a) in respect of the parties to this Agreement, on the date of signature;
- (b) in respect of non-parties, as determined by the Minister.

3.2 This Agreement remains in existence until 30 June 2002 unless amended.

**4. EXCLUSION**

4.1 The provisions of this Agreement do not apply to employees whose wages are not prescribed in this Agreement.

4.2 Clauses 2.1, 3, 15, 35 and 2(b) of Wage Schedules 1, 2 and 3 shall not apply to employers and employees who are not members of the party employers' organisation and the trade union, respectively.

**PART B: REMUNERATION****5. MINIMUM WAGES**

5.1 Minimum wages are prescribed for the different subsectors of the Textile Manufacturing Industry in the Annexures to this Agreement.

5.2 Every employer must pay each employee a wage that is not less than the minimum wage prescribed in the relevant Schedule for that employee's grade and experience.

**6. NIGHT-SHIFT ALLOWANCE**

An employer must pay a night shift allowance to each employee who works a shift or part of a shift between 18:00 and 06:00. The night shift allowance is calculated at 10 per cent of the basic hourly rate for the shift or part of the shift worked between 18:00 and 06:00.

**7. LONG-SERVICE AWARD**

7.1 Every employer must pay each employee a long-service award in addition to the weekly wage prescribed in the Schedules.

7.2 The long service award is—

- (a) 50c for each completed year of continuous service;
- (b) payable from the 1 July of each year.

**8. ANNUAL BONUS**

8.1 Every employer must pay each employee an annual bonus calculated in terms of clause 8.2 not later than a week before Christmas day.

8.2 The annual bonus is based on a full year of service commencing on 1 November of the preceding year and ending on 31 October of the year in which the annual bonus is paid. The amount of the bonus is calculated in accordance with the provisions contained in the Schedules.

8.3 If an employee starts employment on or after 1 November, that employee is entitled to a pro rata amount of the annual bonus for the period worked up to 31 October.

8.4 An employee whose employment is terminated—

- (c) before 1 November is not entitled to any annual bonus; or
- (d) on or after 1 November, must be paid the annual bonus on the date of termination.

#### 9. OVERTIME RATE

9. An employer may not require or permit an employee:

- (a) to work overtime except by an agreement;
- (b) to work more than:
  - (1) three hours' overtime every day; or
  - (2) ten hours' overtime every week.

9.2 Overtime must be paid at 1.5 times the employee's normal wage or an employee may agree to receive paid time off.

#### 10. CALCULATION OF WAGES

10.1 Any calculation of a wage, or a deduction from a wage, must be based on the weekly wage or the weekly deduction. Any fraction of a cent after completing the calculation must be adjusted to the nearest cent.

10.2 An hourly rate is calculated by dividing the weekly wage by the number of ordinary hours in a week.

10.3 A daily wage is calculated by dividing the weekly wage by five for a five-day worker and six for a six-day worker.

10.4 A monthly wage is calculated by multiplying the weekly wage by 4,333.

#### 11. CHANGE IN OCCUPATION

If an employer requires or permits an employee to work for longer than an hour in an occupation or a skill level in respect of which a higher wage is prescribed, the employer must pay that employee at the higher wage for all the ordinary hours of work that day even if that employee did not work all the hours in that occupation or skill level.

#### 12. CASUAL EMPLOYEES

An employer must pay a casual employee a daily wage—

- 12.1 for each day, or part of a day worked; and
- 12.2 no less than the basic daily wage payable to an employee in that workplace with a similar grade or experience.

#### 13. DEDUCTIONS

13.1 An employer may not fine or levy an employee or charge an employee a fee.

13.2 An employer may not deduct any amount from an employee's wages except an amount—

- (a) required by law; or
- (b) required or permitted by this or any other collective agreement concluded by the parties to the Council; or
- (c) authorised in writing by the individual employee.

13.3 An employee may authorise the employer to deduct from the employee's wages contributions for —

- (a) any registered sick benefit, medical aid, pension or provident fund; and
- (b) any insurance, annuity, savings or holiday schemes approved by the Council.

13.4 The authorisation referred to in clause 13.3—

- (a) must be in writing; and
- (b) does not apply to any fund or scheme established by the Council.

#### 14. PAYMENT OF REMUNERATION

14.1 Every employer must pay all the remuneration due each week. By agreement remuneration may be paid monthly.

14.2 Payment may be made—

- (a) in cash;
- (b) by bank transfer;
- (c) by bank deposit to a registered financial institution; or
- (d) by cheque.



**14.3 Payment must be accompanied by a payslip stating the following details—**

- (a) The name of the employer;
- (b) the name, identity document number, clock number and/or payroll number of the employee;
- (c) the employee's date of employment;
- (d) the occupation and grade/skill level of the employee;
- (e) the total ordinary hours worked;
- (f) the overtime hours worked;
- (g) the rate of pay;
- (h) productivity or incentive pay;
- (i) any shift premium;
- (j) any long-service award;
- (k) the deductions made and the reason for the deduction;
- (l) remuneration due; and
- (m) the period in respect of which payment is made.

**14.4 Payment must be made—**

- (a) in respect of monthly paid employees, during the last week of the month;
- (b) in respect of weekly paid employees, within eight days of the week worked; or
- (c) in respect of casual employees, at the end of that casual employee's employment in each week.

**14.5 Payment in cash must be made—**

- (a) in an envelope; and
- (b) during working hours or within 15 minutes of the end of the shift. If payment is made after that, the employee must be paid at the basic hourly rate for the time between the end of the shift and when payment is made.

**15. INSURANCE OF REMUNERATION**

Every employer must take out insurance to insure the remuneration of its employees in case of fire. The employer must furnish the Council each year with a certificate from the insurer confirming this insurance.

**PART C: HOURS OF WORK****16. ORDINARY HOURS OF WORK****16.1 An employer may not require or permit an employee, other than a security guard, to work more than—**

- (a) 45 ordinary hours in a week; and
- (b) eight ordinary hours in a day if an employee works six days in a week; or
- (c) nine ordinary hours in a day if the employee works five days in a week.

**16.2** An employer may not require or permit a security guard to work more than the hours specified in the Basic Conditions of Employment Act, 1997.

**16.3** Ordinary hours of work are consecutive.

**17. OVERTIME HOURS**

**17.1** An employer may not require or permit an employee to work more than three hours' overtime a day or 10 hours' overtime in a week.

**17.2** Overtime may not be offset against shorttime.

**17.3** Overtime is calculated on a daily basis.

**18. MEAL AND OTHER INTERVALS**

**18.1** An employer may not require or permit an employee to work more than five hours continuously without a meal interval of at least 30 minutes.

**18.2** No work may be performed during a meal interval.

**18.3** The meal interval is not part of the ordinary or overtime hours worked except that any time taken by a security guard as a meal interval is part of that employee's ordinary or overtime hours.

**18.4** Intervals of less than 30 minutes are part of the ordinary or overtime hours of work.

18.5 Intervals of longer than 1,25 hours are part of the ordinary or overtime hours of work.

18.6 Every employee must be given at least two 10-minutes breaks, the first in approximately the middle of the first period of the day and the second in approximately the middle of the second period of the day. These breaks are part of ordinary time.

18.7 The 20 minutes allocated for the breaks in clause 18.6 may be—

- (a) added to a meal interval of less than 40 minutes;
- (b) used to permit employees to leave work before the termination of the working day without loss of pay; or
- (c) used for both paragraphs (a) and (b).

18.8 If any time referred to in clause 18.7 is added to a meal interval, that time is part of ordinary time.

## 19. PUBLIC HOLIDAYS

19.1 An employer may not require or permit employees, apart from security guards and guards, to work on a public holiday except in accordance with a provision of an agreement.

19.2 The public holidays are the following:

- (a) January 1, New Year's Day
- (b) March 21, Human Rights Day
- (c) Good Friday
- (d) Family Day
- (e) April 27, Freedom Day
- (f) May 1, Workers' Day
- (g) June 16, Youth Day
- (h) August 9, National Women's Day
- (i) September 24, Heritage Day
- (ii) December 16, Day of Reconciliation
- (k) December 25, Christmas Day
- (l) December 26, Day of Goodwill.

19.3 A public holiday may be exchanged for any other day by agreement.

19.4 If a public holiday falls on a Sunday, the following Monday must be a public holiday.

19.5 An employer must pay an employee their basic daily wage on a public holiday.

19.6 If an employee works less than four hours on a public holiday then the employer must pay that employee their basic daily wage plus a basic hourly rate for four hours.

19.7 If an employee works for longer than four hours on a public holiday, then the employer must pay that employee at double his or her normal daily rate, or double the hourly rate for the hours worked, whichever is the greater.

19.8 If the Day of Reconciliation falls on a Saturday, an employer of an employee who works five days a week must pay that employee an additional day's wage for that week. The day's wage is the basic daily wage.

19.9 If an employer chooses to shut down on any religious holiday then the employees must be paid as if they had worked on that day.

19.10 An employee may take paid leave of one hour on 18 July for a general meeting at a time and place agreed between the employer and the trade union representatives at the workplace.

## 20. SUNDAYS

20.1 If an employee works less than four hours on a Sunday, then the employer must pay that employee their basic daily wage.

20.2 If an employee works for longer than four hours on a Sunday, then the employer must pay that employee either—

- (a) the greater of double the basic hourly rate for the time worked or double the basic daily wage; or
- (b) 1,333 times the basic hourly rate for the time worked, and any night-shift allowance, and grant that employee one day off work in the next week.

## 21. SHORT TIME

- 21.1 An employer may reduce the number of ordinary hours in a day or a week on four hours' notice to the employees.
- 21.2 If the employer fails to give four hours' notice, it must pay the employee in lieu of the required notice.
- 21.3 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.

## 22. EXCEPTIONS

The provisions concerning meal intervals, rest intervals and overtime in this Part do not apply to employees engaged in work required as a result of a breakdown in machinery or plant or as a result of any other unforeseen emergency.

## PART D: LEAVE

### 23. ANNUAL LEAVE

- 23.1 In this part, "annual leave cycle" means the period of 12 months' employment with the same employer immediately following—
- (a) An employee's commencement of employment; or
  - (b) The completion of that employee's prior leave cycle.
- 23.2 An employer must grant an employee at least—
- (a) 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle; or
  - (b) by agreement one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;
  - (c) by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid.
- 23.3 An employee is entitled to take leave accumulated in an annual leave cycle in terms of subsection (2) on consecutive days.
- 23.4 An employer must grant annual leave not later than six months after the end of the annual leave cycle.
- 23.5 An employer may not require or permit an employee to take annual leave during—
- (a) any other period of leave to which the employee is entitled.
  - (b) any period of notice of termination of employment.
- 23.6 Despite subsection (5) an employer must permit an employee, at the employee's written request, to take leave during a period of unpaid leave.
- 23.7 An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle.
- 23.8 An employer must be grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked.
- 23.9 An employer may not require or permit an employee to work for the employer during any period of annual leave.
- 23.10 Annual leave must be taken—
- (a) in accordance with an agreement between the employer and employee; or
  - (b) if there is no agreement in terms of paragraph (a), at a time determined by the employer in accordance with this section.
- 23.11 An employer may not pay an employee instead of granting paid leave in terms of this section except—
- (a) on termination of employment.

### 24. SICK LEAVE

- 24.1 In this clause "sick leave cycle" means the period of 36 months' employment with the same employer immediately following:
- (a) an employee's commencement of employment; or
  - (b) the completion of that employee's prior sick leave cycle.
- 24.2 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 24.3 Despite clause 24.2, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.



24.4 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of clause 24.2 by the number of days' sick leave taken in terms of clause 24.3.

24.5 Subject to clause 23, an employer must pay an employee for a day's sick leave—

- (a) the wage the employee would ordinarily have received for work on that day; and
- (b) on the employee's usual pay day.

24.6 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this clause if—

- (a) the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
- (b) the employee's entitlement to pay—
  - (i) for any day's sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
  - (ii) for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of clause 24.2.

24.7 An employer is not required to pay sick leave—

- (a) to an employee if they have both made a contribution to a fund or organisation which has guaranteed to pay the employee monies in lieu of wages during times of incapacity;
- (b) to an employee who has been absent from work for longer than two days and has not produced a medical certificate stating the nature and duration of the sickness;
- (c) to an employee who has been absent from work for less than two days on two or more occasions in an eight week period; or
- (d) to a casual employee.

## 25. MATERNITY LEAVE

25.1 An employee is entitled to at least four consecutive months' maternity leave. Every female employee who has worked at least 12 months for an employer is eligible for paid maternity leave in terms of this Agreement.

25.2 An employer may not require or permit a female employee to work four weeks before the expected date of birth and before eight weeks after the birth.

25.3 An employee may take maternity leave for longer than the compulsory period of leave up to a maximum of six months. Any annual leave due to the employee must be taken as part of that extended leave.

25.4 Employers must pay employees 33% of their basic weekly wage for four months. The remaining two months are unpaid.

25.5 Employers must pay both the employee's and the employer's contributions to any provident and medical aid fund to which she belongs for up to four months.

25.5 Maternity leave does not constitute a break in service.

25.7 Benefits such as annual leave, sick leave and annual bonus do not accumulate during maternity leave.

25.8 An employee must apply in writing for maternity leave at least one month before going on such leave.

25.9 Each employer must guarantee the re-employment of the employee after the expiry of the maternity leave unless she has been selected for retrenchment on criteria agreed to between the employer and the trade union party to this Agreement.

25.10 The employer may hire an employee on a temporary basis to fill the employee's post until the employee returns. The trade union will not challenge the fairness of the termination of service of the temporary employee as a consequence of this section.

25.11 If the employee returns before the expiry of the six-month period, the employer must re-employ her at the same job grade and rate of pay she enjoyed immediately before she went on maternity leave. If the rate of pay increased while she was on leave she must receive the increased rate.

25.12 If the employer is unable to employ her at the same job grade, the employer may employ her in a temporary position in a different job grade at her previous rate of pay or at the rate for the temporary position, whichever is the greatest.

25.13 An employee wishing to return to work must give her employer one month's notice of her recommencement of work and provide her employer with a medical certificate indicating that she is fit to work.

**26. FAMILY RESPONSIBILITY LEAVE**

26.1 Every employer must grant each employee up to five days' family responsibility leave during any 12-month period of continuous service.

26.2 Family responsibility leave may be used only for direct members such as parents, children and spouses.

**PART E: EMPLOYEE BENEFITS****27. PROVIDENT FUND**

27.1 The Textile Industry Provident Fund (hereinafter referred to as the "Fund"), originally established in terms of Government Notice No. R. 1837 of 4 November 1994, is hereby continued.

27.2 All employers and employees must become members of the Fund.

27.3 Every employee must contribute at least 6,5% of the employee's basic weekly wage.

27.4 Every employer must contribute 9% of each employee's basic weekly wage. That rate will increase to 9,5% from 1 July 1999 and to 10% from 1 July 2000.

27.5 An employer and its employees may be exempted from joining the Fund if—

- (a) they belong to a pension fund or a provident fund; and
- (b) the provisions and benefits of that fund are on the whole not less favourable than the provisions and the benefits of the Fund.

**28. BURSARY SCHEME**

28.1 The union has established the SACTWU Education Bursary Scheme for the purpose of providing bursaries for its members and their dependants.

28.2 Every employer must pay to the Council an amount of 20c per week per employee, in respect of the SACTWU Education Bursary Scheme.

28.3 Payment must be effected on or before the 15th of the month following such payment becoming due.

28.4 The details of the payment must be stated in the form of Annexure A.

28.5 The Council will submit these payments to SACTWU on a monthly basis.

**29. FUNERAL BENEFITS**

29.1 Every employer must take out insurance to secure the minimum funeral benefits of its employees and their dependants in accordance with Annexure C.

29.2 If the employee or a person referred to in Annexure C dies, the employer must pay the employee or the employee's family the funeral benefit in accordance with that table. The payment must be made within one week of the employer being furnished with the death certificate of the deceased person.

29.3 The employer must furnish the Council each year with a certificate from the insurer confirming this insurance.

**30. PERSONAL PROTECTIVE EQUIPMENT**

30.1 Employers must provide employees with every item of personal protective equipment required by the Occupational Health and Safety Act, 1993.

30.2 All personal protective equipment required by law or collective agreement—

- (a) must be provided free of charge to the employee, and
- (b) remains the property of the employer.

**PART F: TERMINATION OF EMPLOYMENT****31. TERMINATION OF EMPLOYMENT**

31.1 An employer or employee who wants to terminate the contract of employment during the first four weeks of employment must give—

- (a) at least 24 hours' notice; or
- (b) the basic daily wage.

31.2 An employer or employee who wants to terminate the contract of employment after the first four weeks of employment must give—

- (a) at least one week's written notice; or
- (b) the basic weekly wage.

**31.3 Notice of termination must—**

- (a) be given in writing unless the employee does not understand the employer's language or is illiterate;
- (b) not be given during any period of leave.

31.4 If an employee fails to adhere to the provisions in this clause then an employer may deduct from any money that the employer owes to the employee, the employee's basic hourly wage for every hour they were away from work.

31.5 Nothing in this clause affects the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law.

**32. CERTIFICATE OF SERVICE**

32.1 Upon termination of the contract of employment the employer must provide the employee with a Certificate of Service in the form of Annexure D.

**PART G: ORGANIZATIONAL RIGHTS****33. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION PARTY**

33.1 Any employee who is a member of the trade union party to this Agreement may authorise the employer in writing to deduct subscriptions or levies of the trade union from the employee's wages.

33.2 An employer who receives an authorisation in terms of clause 33.1 must begin making the authorised deductions from the beginning of the following month.

33.3 Every employer must pay the amount deducted to the Council in the form of Annexure A by the 15th of the following month. It must be accompanied by a schedule detailing—

- (a) the name of the employer;
- (b) the names of the members in respect of whom deductions have not been made and the reasons why.

33.4 An employee may revoke an authorisation given in terms of clause 33.1 by giving the employer and the trade union one month's written notice.

33.5 An employer who receives a notice in terms of clause 33.4 must continue to make the authorised deductions until the notice period has expired.

**34. AGENCY SHOP****34.1 For the purposes of this clause—**

- (a) "agency shop" means the compulsory deduction in terms of clause 34.4 of agency fees from the wages of employees who are not members of the trade union party to this Agreement;
- (b) "employee" means an employee—
  - (i) in respect of whom a wage is prescribed in the Annexures; and
  - (ii) who is eligible for membership of the trade union;
- (c) "trade union" means the trade union party to this Agreement.

34.2 Every employer must bring the provisions of this clause to the attention of—

- (a) its employees; and
- (b) applicants for employment.

34.3 Employees who are not members of the representative trade union are not compelled to become members of that union.

34.4 Each month every employer must deduct an agency fee from the wages of each of its employees—

- (a) in respect of whom wages are prescribed in the Schedules; and
- (b) who are not members of the trade union.

34.5 The agency fee shall not be more than the amount of the subscription payable by the members of the trade union in terms of clause 33, as determined by the union.

34.6 Every employer must pay the amounts deducted for the month to the Secretary of the Council before the 15th day of each month in the form of Annexure A. The payment must be accompanied by a schedule—

- (a) stating the date of the deductions and the total of the amounts deducted; and
- (b) listing the name, clock number and the amount deducted in respect of each employee.

34.7 The Secretary of the Council must deposit all monies received in terms of this clause into a bank account administered by the representative trade union.

34.8 The monies held in the account may be used only for expenditure of the trade union for the purpose of collective bargaining in the Council but may not be—

- (a) paid to a political party as an affiliation fee; or
- (b) contributed in cash or kind to a political party or a person standing for election to any political office.

34.9 The provisions of this clause apply only if the Council can verify that 70 % + 1 of the employees are members of a party trade union.

34.10 The provisions of this clause shall cease to apply if—

- (a) the Council gives notice of the termination of the agency shop agreement in terms of clause 34.12; or
- (b) the majority of the employees vote in favour of terminating the agency shop agreement in a ballot referred to in clause 34.13;

34.11 Council must conduct an annual audit of the membership of the trade union according to the Council's records.

34.12 If less than 70 % of the employees in the industry are not members of the trade union, the Council must notify the trade union in writing of this fact.

34.13 If the trade union fails to demonstrate that 70 % of the employees in the industry are members within 90 days of the notice referred to in clause 34.12, the Council must give 30 days' written notice terminating the agency shop agreement.

34.14 The trade union must conduct a ballot of the employees in the industry to determine whether the agency shop agreement should be terminated if—

- (a) one-third of the employees in the industry sign a petition calling for the termination of the agency shop agreement; and
- (b) three years have elapsed since the date on which the agency shop agreement was implemented or the last ballot was conducted in terms of this clause.

34.15 The criteria for exemption from the provisions of clauses 34.4 and 34.5 include —

- (a) a recognition agreement in a workplace with a registered trade union not party to this Agreement where —
  - (i) the majority of the employees in the workplace are members of that trade union; and
  - (ii) the majority of the employees do not wish to join or remain members of the trade union party to the agency shop agreement, or
- (b) a petition signed by the majority of the employees in a workplace, to the effect that they do not wish to belong to a trade union; or
- (c) conscientious objection from an employee who wishes not to associate with persons who do not share their religious beliefs.

34.16 If an exemption is granted from the provisions of this clause, the Independent Exemptions Body established in terms of clause 37 may require that a deduction of an amount equivalent to the amount of the agency fee be deducted and sent to —

- (a) the general account of the Council; or
- (b) the fund administered by the Department of Labour in terms of section 25 (4) (b) of the Labour Relations Act, 1995.

34.17 If there is a dispute about the application of the provisions of this clause in respect of a workplace, the dispute must be dealt with as a dispute between the employer and the union at that workplace.

34.18 (a) Any party to the dispute about the interpretation, application or enforcement of any provision of this clause may refer the dispute in writing to the Commission for Conciliation Mediation and Arbitration for conciliation.

(b) The party who refers a dispute to the Commission must satisfy it that a copy of the referral has been served on all the other parties to the dispute.

(c) If the dispute remains unresolved after conciliation, any party to the dispute may request that the dispute be resolved through arbitration by the Commission.

(d) Any person may appeal to the Labour Court against an arbitration award about the interpretation or application of this clause.

### 35. TRADE UNION REPRESENTATION ON THE COUNCIL

Every employer must give the employees who are representatives or who participate on the Council every reasonable facility to attend to their duties arising from their work on the Council.



**PART H: GENERAL****36. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCKOUT**

36.1 No person may take part in a strike or lockout or any conduct in contemplation or furtherance of a strike or lockout in respect of any dispute about—

- (a) the interpretation or application, including enforcement, of this Agreement; or
- (b) the alteration of any of the provisions of this Agreement.

36.2 Notwithstanding the provisions of clause 36.1, strikes and lockouts in respect of disputes about the alteration of provisions in the Wage Annexures are permitted after the operative dates referred to in those Schedules.

**37. EXEMPTIONS**

37.1 In terms of Section 32 of the Labour Relations Act, No. 66 of 1995 read with the Labour Relations Amendment Act, 1998, Council hereby establishes an Independent Exemptions Body which will consider any appeal brought against the Council in respect of the refusal by Council to grant an exemption whether it be a party or non-party, or to consider any appeal against the withdrawal of an exemption by the Bargaining Council. The Independent Exemptions Body shall be made up of a minimum two members from the I.M.S.S.A. panel.

37.2 All applications for exemptions shall be in writing on the specified form and shall be addressed to the Secretary of the Council.

37.3 All applications for exemption shall be fully reasoned and substantiated, and such reason and substantiation shall include the following details:

- (a) The period for which the exemption is required.
- (b) The Agreement and the subclauses of the Agreement from which exemption is required.
- (c) Proof that the exemption applied for has been noted by the employer, with his employees and/or their respective representatives.
- (d) The specific alternate conditions that will apply should the exemption be granted.
- (e) Financial documents in support of the application to the satisfaction of the Council or the Independent Exemptions Body as the case may be.

37.4 Upon receipt of a valid application for exemption, the Secretary of the Council shall place the application for exemption on the agenda of the next Council or the Council Executive Committee meeting.

37.5 Council shall consider and decide on any application within 30 days of it being received by the Council. Provided that Council may defer a decision to a following meeting if additional motivation, substantiation or information is considered necessary to decide on the application for exemption. The Council may determine the appropriate form of any hearing, but could provide for any party that has a material interest in the application to make submissions and address arguments to the Council.

37.6 In the event that Council does not consider an application for exemption within 30 days of receipt of the application, the Secretary of the Council shall forthwith refer the application to the independent Exemptions Body for determination.

37.7 The Council and/or the Independent Exemptions Body shall have reference to the following criteria in considering and deciding on any application for exemption;

- (a) the applicant's past record (if applicable) of compliance with the provisions of Council's Agreements and Exemptions Certificates.
- (b) any special circumstances that might exist.
- (c) any precedents that might be set.
- (d) the period for which the exemption shall operate.
- (e) it is fair to both the employer, its employees and other employees in the sector.
- (f) it does not undermine this Agreement.
- (g) it will make a material difference to the viability of a business.
- (h) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job loss.

37.8 The Independent Exemptions Body must conduct its proceedings in a manner that it considers appropriate in order to determine the application fairly and quickly, but must deal with the substantial merits of the application with the minimum of legal formalities.

37.9 Subject to the discretion of the Independent Exemptions Body as to the appropriate form of the proceedings, the applicant, the Council and any representative of the parties may give evidence, call witnesses, question witnesses of any other party and address arguments to the Body.

37.10 Within 14 days of the conclusion of the proceedings, the Independent Exemptions Body must issue a decision, with reason, which shall have the same effect as an arbitration award.



37.11 In accordance with a decision made in terms of clause 37.5 or 37.7 or where Council grants an exemption, the Secretary of the Council must issue a license of exemption setting out:

- (a) the applicant's name;
- (b) the clause from which the exemption has been granted;
- (c) any conditions relating to the exemption; and
- (d) the period of the exemption.

37.12 If an application is refused, or if Council makes a decision to withdraw an exemption already granted, the Council shall communicate to the applicant its reasons for not granting the applicant or for withdrawing an exemption, in whole or part.

37.13 Where the Council deems fit on good cause, to withdraw any exemption granted by it, it shall give two week's notice to the applicant whether or not the time period of the exemption has expired. Where an exemption has been granted by the Independent Exemptions Body and Council seeks on good cause, to withdraw such exemption it shall make application to the Independent Exemption Body to withdraw the exemption.

37.14 An applicant for an exemption may lodge an appeal against a Council decision to refuse or to withdraw an exemption.

37.15 The Secretary shall make the necessary arrangements to constitute the Independent Exemptions Body.

37.16 The Secretary of the Council shall provide the Exemption Body with the details and documentation of the application for exemption. In addition the Secretary shall provide the necessary service to the Body so as to ensure its smooth operation.

37.17 The Secretary of the Council shall—

- (a) retain a copy of any certificate of exemption;
- (b) forward to the employer and employees a copy of the certificates which shall be kept available for inspection at all times, and in addition it shall be posted on the employer's notice board;
- (c) report back to the Council on outcome of all deliberations of the Exemptions Body.

### 38. ADMINISTRATION

38.1 The Council is responsible for the administration of this Agreement.

38.2 The Council may issue guidelines to employers and employees regarding the implementation of this Agreement.

38.3 The Council may apply to the Minister to appoint designated agents to monitor and enforce the provisions of this Agreement.

### 39. COUNCIL LEVIES

39.1 Each employer must deduct the amount specified in the Annexure from the wages of each employee.

39.2 Employers must pay an equivalent amount to that deducted from all its employees.

39.3 Every employer must pay the amounts referred to in clauses 39.1 and 39.2 to the Council before the 15th day of the next month in the form of Annexure A.

### 40. FAILURE TO MAKE PAYMENT TO THE COUNCIL

40.1 If any amount that is payable to the Council in terms of this Agreement is not paid by the stipulated date—

- (a) interest accrues on that amount from the stipulated date of payment.

40.2 The interest referred to in clause 40.1 is the interest prescribed from time to time in terms of the Prescribed Rate of Interest Act, 1975.

### 41. REGISTRATION OF EMPLOYERS AND EMPLOYEES

41.1 Every new employer entering the Textile Manufacturing Industry must within one month from the start of business send the following particulars to the Secretary of the Council:

- (a) The employer's name and address;
- (b) the business name and address;
- (c) the date of the start of the business;
- (d) the sector of operation within the Textile Manufacturing Industry;
- (e) a copy of any piece-work rates;
- (f) whether approval or exemption is required in relation to a sick benefit fund or any provident fund.

- 41.2 If the employer is a partnership or a company then the employer must also send information—
- (a) disclosing the title under which the partnership or company operates; and
  - (b) the names and business addresses of any proprietors, partners, directors, human resource managers and company secretary.
- 41.3 The Secretary of the Council must keep a register of—
- (a) employers;
  - (b) partnerships; and
  - (c) companies.

## 42. EXHIBITION OF AGREEMENT

Every employer must make this Agreement available to employees in a public place at work.

## 43. DISPUTES ABOUT INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT

43.1 The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of this Agreement.

43.2 Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Secretary of the Council for resolution in terms of this Agreement.

43.3 The Secretary of the Council may require a designated agent to investigate the dispute, and must give the agent a letter of instruction to do so.

43.4 The designated agent must investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation.

43.5 The designated agent must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

43.6 If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement, the agent—

- (a) may investigate the alleged breach;
- (b) may endeavour to secure compliance with the Agreement; and
- (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

43.7 On receipt of the report the Secretary may—

- (a) require the designated agent to make further investigations;
- (b) if further conciliation is indicated, appoint a conciliator from the Councils' panel of conciliators;
- (c) refer the dispute for conciliation to the Disputes Committee of the Council;
- (d) issue a compliance order; or
- (e) refer the dispute to arbitration in terms of this Agreement.

43.8 If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notice of these particulars on the parties to the dispute.

43.9 If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.

43.10 The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days' service of the order.

43.11 If a party objects, the Secretary may take any of the steps referred to in clause 43.7 except the issue of another compliance order.

43.12 If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.

43.13 If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the panel of arbitrators.

43.14 The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.

43.15 The Secretary must serve notice of the date, time and venue of the arbitration on—

- (a) the parties to the dispute;
- (b) any person who may have a legal interest in the outcome of the arbitration.

43.16 The arbitrator must—

- (a) endeavour to conciliate the dispute; and
- (b) if the dispute remains unresolved, resolve the dispute through arbitration.

43.17 The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the disputes with the minimum of legal formalities.

43.18 Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.

43.19 The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.

43.20 In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, or by a member, office bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.

43.21 If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.

43.22 If a party, other than the party who referred the dispute to the Council, fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may—

- (a) continue with the arbitration proceedings in the absence of that party; or
- (b) adjourn the arbitration proceedings to a later date.

43.23 the Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that —

- (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
- (b) the dispute is capable of being determined by written evidence only;
- (c) the dispute is about the interpretation or enforcement of the Agreement; or
- (d) the parties to the dispute agree.

43.24 Notwithstanding the provisions of clause 43.19, the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that—

- (a) the parties have been properly served; and
- (b) it is appropriate in the circumstances to do so.

43.25 Within 14 days of the conclusion of the arbitration proceedings—

- (a) the arbitrator must issue an arbitration award, with reasons, signed by the arbitrator; and
- (b) the Council must serve a copy of that award on each party to the dispute.

43.26 On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.

43.26 The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.

43.27 An arbitrator may at their own initiative or as a result of an application by an affected party, vary or rescind an award—

- (a) erroneously sought or made in the absence of any party affected by the award;
- (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
- (c) granted as a result of a mistake common to the parties to the proceedings.

43.28 The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act, 1995.

#### 44. DEFINITIONS

In this Agreement, unless the context indicates otherwise—

**"basic daily wage"** means the basic weekly wage divided by five for a five-day worker and six for a six-day worker;

**"basic hourly rate"** means the basic weekly wage divided by the number of ordinary hours in a week;

**"basic weekly wage"** means the weekly wage payable to an employee in respect of the ordinary hours of work in a week plus the long-service award;

**"casual employee"** means an employee who is employed on a daily basis for not more than three days in a week;

**"Council"** means the National Bargaining Council for the Textile Manufacturing Industry of the Republic of South Africa.

**"day"** means each period of 24 consecutive hours calculated from the time the employee commences work to the hours prescribed;

**"employee"** means—

- (a) any person, excluding an independent contractor, who works for an employer engaged in the Textile Manufacturing Industry and who receives, or is entitled to receive, remuneration; and
- (b) any other person who in any manner assists in carrying on or conducting the business of such an employer, and "employed" and "employment" have meanings corresponding to that of "employee";

**"experience"** means the time workers spent in a grade;

**"gross annual earnings"** means the amount of money earned by an employee in a year, including ordinary hours, overtime, Sunday times, long-service, public holiday, sick and leave pay, but excluding production, productivity and annual bonus.

**"long-service award"** is the award for long service referred to in clause 7;

**"minimum wage"** means the wages prescribed in the relevant tables;

**"ordinary hours of work"** means the hours of work permitted in terms of clause 16;

**"overtime"** means the time that an employee works during a day, or a week, in excess of ordinary hours of work;

**"parties to this Agreement"** are the South African Clothing and Textile Workers' Union and the National Textile Manufacturers' Association, and include their respective members;

Signed at Durban on 19 August 1998.

**J. G. NGCOBO**

SACTWU

**L. GOVENDER**

WITNESS

**J. BROUWER**

NTMA

**R. L. RYAN**

WITNESS

ANNEXURE A

PAYMENT TO THE BARGAINING COUNCIL FOR THE TEXTILE MANUFACTURING INDUSTRY

Information for Employers

You must send the completed form as well as a crossed cheque made payable to the Bargaining Council for the Textile Manufacturing Industry, to P.O. Box 18414, Dalbridge, Durban, 4014. Make sure you send the form and cheque in sufficient time so that it is received before the 15th of each month.

Payment Details

Payment for the month of.....weeks

Employer Details

Name of Company.....

Contact Person.....

Employee Details

Total number for whom wages are prescribed.....

Total number of trade union members.....

Contribution Details

Provident Fund

Total Employees' Contributions

(Employees' basic wage x number of employees x contribution %) R.....

Total Employers' Contribution

(Employees' basic wage x number of employees x contribution %) R.....

SACTWU Education Bursary Scheme

(20c x number of union members x number of weeks) R.....

Trade Union Deductions

Subscriptions

(Number of trade union members x number of weeks) R.....

Other Levy (if any)

(Number of employees x number of weeks) R.....

Agency Fee

R.....

Industrial Council Levies

Total Employees' contribution

(Number of employees x levy rate x No. of weeks) R.....

Total Employer Contribution

(Equals employees' contribution) R.....

TOTAL R.....

ANNEXURE C

FUNERAL BENEFITS

The employee .....	R1 500,00
The employee's spouse .....	1 500,00
The employee's children:	
between 14 and 21 years .....	1 500,00
between 6 and 14 years .....	800,00
under 6 years (including stillborn) .....	500,00



**ANNEXURE D****CERTIFICATE OF SERVICE**

This is to certify that .....  
(name of employee)

was in the service of .....  
(name of company, firm, etc.)

at .....

at .....  
(address of company, firm, etc.)

On engagement the employee was employed as a .....  
(occupation/capacity/duty)

On termination the employee is employed as a .....  
(occupation/capacity/duty)

at a rate of .....  
(rate of pay at termination)

The duration of employment was from ..... to .....  
(date) (date)

Signed at ..... on .....  
(place) (date)

Signature of employer .....

Name of employer .....

Capacity of employer .....

**ANNEXURE E****WAGE SCHEDULE 1**

(Blankets, Rugs, Shawls and Coarse Curtaining)

**1. Application**

The provisions of this Schedule apply to all employers and employees referred to in paragraphs (a) (i) and (ii), and (b) (i) and (ii) of the definition of the Textile Manufacturing Industry in its Certificate of Registration.

**2. Wages**

- (a) The minimum wages specified in the tables hereto do not include the long-service award referred to in clause 7.
- (b) These wages apply from 1 July 1998.
- (c) An employer who pays an employee more than the wage specified in the tables hereto must continue to pay the wage plus the increase specified in the relevant table.

**3. Annual bonus**

The annual bonus is 4 per cent based on each employee's gross annual earnings.

**4. Annual leave**

The leave entitlement is calculated in terms of Annexure B of this Agreement.

**5. Council levies**

Every employer must deduct 40c per week or R1,73 per month from each employee for council levies.

**6. Strikes and lock-outs**

Resort to strikes and lock-outs with the intention of altering the provisions of this Schedule are prohibited until 1 July 1999.

**7. Definitions**

The grades are defined according to the Paterson method of job evaluation.

**WAGE SCHEDULE 2**

(Canvas, Duck, Tapes and Webbing)

**1. Application**

The provisions of this Schedule apply to all employers and to employees referred to in paragraph (c) of the definition of the Textile Manufacturing Industry in its Certificate of Registration.

**2. Wages**

- (a) The minimum wages specified in the tables hereto do not include the long-service award referred to in clause 7.
- (b) These wages apply from 1 July 1998.
- (c) An employer who pays an employee more than the wage specified in the tables hereto must continue to pay that wage plus the increase specified in the relevant table.

**3. Annual bonus**

The annual bonus is based on 3,75% of each employee's gross annual earnings.

**4. Annual leave**

The leave entitlement is calculated in terms of Clause 23 of this Agreement.

**5. Council levies**

Every employer must deduct 40c per week or R1,73 per month from each employee for council levies.

**6. Strikes and lock-outs**

Resort to strikes and lock-outs with the intention of altering the provisions of this Schedule are prohibited until 1 July 1999.

**7. Definitions**

The grades are defined according to the Paterson method of job evaluation.

**WAGE SCHEDULE 3**

(Flock, Wadding, Padding, Underfelt, Felt, Medical Wadding and Cotton Wool)

**1. Application**

The provisions of this Schedule apply to all employers and employees referred to in paragraph (d) (i) (ii) and (iii) of the definition of the Textile Manufacturing Industry in its Certificate of Registration.

**2. Wages**

- (a) The minimum wages specified in the tables hereto do not include the long-service award referred to in clause 7.
- (b) These wages apply from 1 July 1998.
- (c) An employer who pays an employee more than the wage specified in the tables hereto must continue to pay that wage plus the increase specified in the relevant table.

**3. Annual bonus**

The Annual Bonus is based on each employee's gross annual earnings as follows:

1998	3,75% of annual gross earnings
1999	4% of annual gross earnings

**4. Annual leave**

The leave entitlement is calculated in terms of Annexure B of this Agreement.

**5. Council levies**

Every employer must deduct 40c per week or R1,73 per month from each employee for council levies.

**6. Strikes and lock-outs**

Resort to strikes and lock-outs with the intention of altering the provisions of this Schedule are prohibited until 1 July 1999.

**7. Definitions**

The grades are defined according to the Paterson method of job evaluation.

1998/1999

**TABLE A1: BLANKETS, RUGS, SHAWLS AND COARSE CURTAINING**

These minimum wages to the entire Republic of South Africa except for the Magisterial District of East London

Grades	Experience	Increase per week	New hourly rate	New daily rate	New weekly rate	New monthly rate
A1 (1) .....		26,15	8,25	74,24	371,20	1 608,41
A2 (2&3) .....	0-3 Months .....	26,41	8,33	74,97	374,87	1 624,31
	4-6 Months .....	26,52	8,36	75,27	376,34	1 630,68
	Qualified .....	26,68	8,42	75,74	378,72	1 640,99
A3 (4) .....	0-6 Months .....	27,42	8,65	77,83	389,13	1 686,10
	7-12 Months .....	27,69	8,73	78,60	392,99	1 702,83
	Qualified .....	27,99	8,83	79,44	397,19	1 721,02
B1 (5) .....	0-6 Months .....	28,20	8,90	80,06	400,28	1 734,41
	7-12 Months .....	28,56	9,01	81,06	405,29	1 756,12
	Qualified .....	28,74	9,07	81,59	407,94	1 767,60
B2 (6&7) .....	0-6 Months .....	30,40	9,59	86,28	431,39	1 869,21
	7-12 Months .....	30,74	9,70	87,26	436,32	1 890,57
	Qualified .....	31,74	10,01	90,09	450,46	1 951,84
B3 (8) .....	0-6 Months .....	33,90	10,69	96,22	481,11	2 084,65
	7-12 Months .....	34,31	10,82	97,40	486,99	2 110,13
	Qualified .....	35,31	11,14	100,23	501,13	2 171,40
B4 (9) .....	0-6 Months .....	38,30	12,08	108,71	543,55	2 355,20
	7-12 Months .....	38,71	12,21	109,89	549,44	2 380,72
	Qualified .....	39,71	12,52	112,71	563,57	2 441,95

1998/1999

**TABLE A2: BLANKETS, RUGS, SHAWLS AND COARSE CURTAINING**

These minimum wages apply to the Magisterial District of East London

Grades	Experience	New hourly rate	New daily rate	New weekly rate	Monthly rate
A1.....		7,59	68,30	341,50	1 479,71
A2 (2 & 3).....	0-3 Months .....	7,66	68,98	344,88	1 494,37
	4-7 Months .....	7,69	69,24	346,22	1 500,17
	Qualified .....	7,74	69,68	348,42	1 509,70
A3 (4) .....	0-6 Months .....	7,96	71,60	357,99	1 551,17
	7-12 Months .....	8,03	72,31	361,54	1 566,55
	Qualified .....	8,12	73,08	365,41	1 583,32
B1 (5) .....	0-6 Months .....	8,18	73,65	368,26	1 595,67
	7-12 Months .....	8,29	74,57	372,86	1 615,60
	Qualified .....	8,34	75,06	375,30	1 626,17
B2 (6 & 7).....	0-6 Months .....	8,82	79,37	396,87	1 719,64
	7-12 Months .....	8,92	80,28	401,41	1 739,31
	Qualified .....	9,21	82,88	414,41	1 795,64
B3 (8) .....	0-6 Months .....	9,82	88,52	442,61	1 917,83
	7-12 Months .....	9,96	89,61	448,03	1 941,31
	Qualified .....	10,25	92,21	461,03	1 997,64
B4 (9) .....	0-6 Months .....	11,11	100,01	500,06	2 166,76
	7-12 Months .....	11,23	101,10	505,48	2 190,24
	Qualified .....	11,52	103,70	518,48	2 246,57

\* The Magisterial District of East London is 92% of Table A1 - National Minimum Rates.

**TABLE B: CANVAS, DUCK, TAPES AND WEBBING**

These minimum wages apply to the entire Republic of South Africa.

For the period from date of coming into operation of agreement to 30-06-1999

Grades	Experience	Increase per week	New hourly rate	New daily rate	New weekly rate	New month rate
A1.....	—	28,40	8,53	76,77	383,85	1 663,22
A2.....	0-3 Months .....	28,94	8,59	77,31	386,55	1 674,92
	4-6 Months .....	28,80	8,62	77,58	387,90	1 680,77
	Qualified .....	28,83	8,68	78,12	390,60	1 692,47
A3.....	—	29,41	8,80	79,20	396,00	1 715,87
B1.....	0-6 Months .....	30,36	8,90	80,10	400,50	1 735,37
	7-12 Months .....	30,36	8,98	80,82	404,10	1 750,97

Grades	Experience	Increase per week	New hourly rate	New daily rate	New weekly rate	New month rate
	Qualified .....	30,29	9,08	81,72	408,60	1 770,46
B2.....	0-6 Months .....	30,69	9,00	81,00	405,00	1 754,87
	7-12 Months .....	30,57	9,11	81,99	409,95	1 776,31
	Qualified .....	30,58	9,17	82,53	412,65	1 788,01
B3.....	0-6 Months .....	32,41	9,45	85,05	425,25	1 842,61
	7-12 Months .....	32,36	9,57	86,13	430,65	1 866,01
	Qualified .....	32,29	9,68	87,12	435,60	1 887,45
B4.....	—	33,83	10,32	92,88	464,40	2 012,25

**TABLE C: FLOCK, WADDING, PADDING, UNDERFELT, FELT, MEDICAL WADDING AND COTTON WOOL**

These minimum wages apply to the entire Republic of South Africa.

For the period from date of coming into operation of agreement to 30-06-1999

Grades	Experience	Increase per week	New hourly rate	New daily rate	New weekly rate	New month rate
A1.....	0-6 Months .....	32,20	9,60	86,40	432,01	1 871,90
	Qualified .....	32,20	9,66	86,95	434,73	1 883,69
A2.....	0-3 Months .....	32,20	9,60	86,40	432,00	1 871,86
	4-6 Months .....	32,20	9,63	86,67	433,37	1 877,79
	Qualified .....	32,20	9,66	86,95	434,73	1 883,69
A3.....	—	32,56	9,77	87,90	439,50	1 904,35
B1.....	0-3 Months .....	33,69	9,95	89,54	447,72	1 939,97
	4-6 Months .....	33,69	10,05	90,47	452,37	1 960,12
	Qualified .....	33,69	10,11	90,97	454,84	1 970,82
B2.....	0-3 Months .....	34,94	10,27	92,43	462,14	2 002,45
	4-6 Months .....	34,94	10,38	93,43	467,14	2 024,12
	Qualified .....	34,94	10,48	93,35	471,74	2 044,05
B3.....	—	36,73	11,02	99,16	495,80	2 148,30
B4.....	—	38,92	11,67	105,08	525,37	2 276,43
B5.....	—	42,22	12,67	114,00	570,01	2 469,85



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