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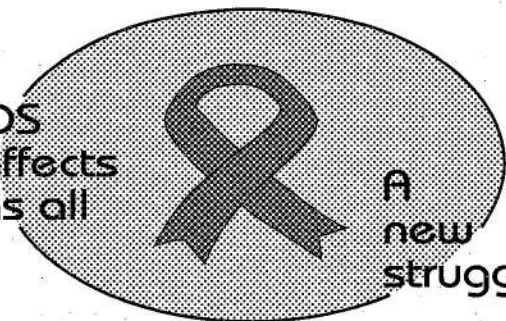
Vol. 425

PRETORIA, 24 NOVEMBER 2000

No. 21780

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPUNE**

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DEPARTMENT OF HEALTH

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DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1194

24 November 2000

LABOUR RELATIONS ACT, 1995

SOUTH AFRICAN MANUFACTURED FIBRES BARGAINING COUNCIL: 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 South African Manufactured Fibres 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 Sector with effect from 4 December 2000, and for the period ending 31 December 2002.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1194

24 November 2000

WET OP ARBEIDSVARHOUDINGE, 1995

SUID-AFRIKAANSE VESELSTOFVERVAARDIGINGS BEDINGINGSRAAD: 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 hiervan verskyn en wat in die Suid-Afrikaanse Veselstofvervaardigings Bedingingsraad 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 Sektor met ingang van 4 Desember 2000, en vir die tydperk wat op 31 Desember 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

SOUTH AFRICAN MANUFACTURED FIBRES BARGAINING COUNCIL

MAIN AGREEMENT

in accordance with the provision of the Labour Relations Act, 1995, made and entered into by and between the

National Manufactured Fibres Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Southern African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the South African Manufactured Fibres Industry.

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PART A: APPLICATION

1. SCOPE OF APPLICATION

- 1.1 This Agreement applies to all employers and employees who are party to this Agreement and who are engaged in the South African Manufactured Fibres Industry in the Republic of South Africa.
- 1.2 This Agreement also applies to all other employers and all employees in the Manufactured Fibres Industry in the Republic of South Africa.

2. PERIOD OF OPERATION

- 2.1 This Agreement shall come into operation—
 - (a) in respect of the parties to the Agreement, on 1 January 2000;
 - (b) in respect of non-parties, 10 days after the date of publication of the Agreement in the *Gazette*.
- 2.2 This Agreement shall remain in force until 31 December 2002.

3. EXCEPTIONS

- 3.1 The provisions of this Agreement do not apply to employees whose wages are not prescribed in the Wage Schedule to this Agreement.
- 3.2 Clauses 1.1.1, 2, 15 and 25 of this Agreement shall not apply to employers or employees who are not members of the employer's organisation and trade union, respectively.

PART B: REMUNERATION

4. MINIMUM WAGES

- 4.1 Minimum wages are prescribed for the Manufactured Fibres Industry in Appendix A to this Agreement (item 2).
- 4.2 Every employer must pay each employee a wage that is not less than the minimum monthly wage prescribed in Appendix A hereto (item 2) for that employee's relevant grade and category of employment.

5. CALCULATION OF WAGES

Any calculation of wages, or deduction from wages, must be based on the monthly rate of pay.

6. ANNUAL BONUS

Subject to the provisions of this Agreement, each employee shall receive a minimum annual bonus as laid down in Appendix A (item 4).

PART C: HOURS OF WORK

7. ORDINARY HOURS

The maximum ordinary hours of work that an employer may require or permit an employee to work are laid down in Appendix A to this Agreement (item 5).

8. OVERTIME

- 8.1 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.
- 8.2 Employees engaged in work required as a result of a breakdown of machinery or plant or as a result of any other unforeseen emergency may be required to work in excess of the maxima as defined in Clause 8.1.

PART D: LEAVE

9. ANNUAL LEAVE

Annual leave entitlements are prescribed for the Manufactured Fibres Industry in Appendix A to this Agreement (item 3).

10. SICK LEAVE

- 10.1 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.
- 10.2 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 have worked during a period of six weeks.
- 10.3 Despite clause 10.2, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- 10.4 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of clause 10.2 by the number of days's sick leave taken in terms of clause 10.3.
- 10.5 Subject to clause 10, 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.
- 10.6 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 commensurate 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 10.2.

11. FAMILY RESPONSIBILITY LEAVE

- 11.1 Every employer must grant each employee up to five day's family responsibility leave during any 12-month period of continuous service.
- 11.2 Family responsibility leave may be used only for direct members such as parents, children and spouses.

12. MATERNITY LEAVE

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 Payment during maternity leave shall be in terms of Appendix A (item 7).
- 12.5 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.
- 12.6 Maternity leave does not constitute a break in service.
- 12.7 Benefits such as annual leave, sick leave and annual bonus do not accumulate during maternity leave.
- 12.8 An employee must apply in writing for maternity leave at least one month before going on such leave.
- 12.9 Each employer must guarantee the re-employment of the employee after the expiry date of the maternity leave unless she has been selected for retrenchment on criteria agreed to between the employer and the trade union parties to this Agreement.
- 12.10 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 clause.
- 12.11 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 the leave, she must receive the increased rate.
- 12.12 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.
- 12.13 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.

13. PUBLIC HOLIDAYS

- 13.1 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.
- 13.2 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;
 - (j) December 16, Day of Reconciliation;
 - (k) December 25, Christmas Day;
 - (l) December 26, Day of Goodwill; and
 - (m) any other day declared to be a public holiday under section 2A of the Public Holidays Amendment Act, 1995.
- 13.3 If a public holiday falls on a Sunday, the following Monday must be a public holiday.
- 13.4 A public holiday may be exchanged for any other day by agreement.

- 13.5 If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay—
- (a) an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;
 - (b) an employee who does work on the public holiday—
 - (i) at least double the amount referred to in paragraph (a); or
 - (ii) if it is greater, the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day.
- 13.6 If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to—
- (a) the employee's ordinary daily wage; plus
 - (b) the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.
- 13.7 An employer must pay an employee for a public holiday on the employee's usual pay day.
- 13.8 If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.
- 13.9 If an employer chooses to shut down on any other religious holiday then the employees must be paid as if they had worked on that day.

PART E: EMPLOYEE BENEFITS

14. SHIFT ALLOWANCE

- 14.1 All employees whom the employer anticipates will be required to perform shift work shall, before commencement, be designated as such by the employer.
- 14.2 All such employees shall, in addition to the basic monthly salary, be paid a shift allowance in accordance with Appendix A (item 8).

15. BURSARY SCHEME

- 15.1 The trade union has established the SACTWU Education Bursary scheme for the purpose of providing bursaries for its members and their dependants.
- 15.2 Every employer must pay to Council an amount of 87 cents per month per employee, who is a trade union member.
- 15.3 Payments must be made on or before the 15th day of the month in which such payments become due.
- 15.4 The Council will collate and collect all such payments and remit the total amount to SACTWU on a monthly basis.

16. PROVIDENT FUND

- 16.1 The Manufactured Fibres Bargaining Council Industry Provident Fund is established for the purposes of receiving and administering the retirement funding of all employees in the Industry.
- 16.2 All employers and employees must become members of, and contribute to the Manufactured Fibres Bargaining Council Industry Provident Fund.

PART F: GENERAL PROVISIONS

17. AGENCY SHOP

- 17.1 For the purpose of this Agreement "agency shop" means the compulsory monthly deduction of a fee as provided for in the Act from the salaries of employees who are not members of the trade union party to this Agreement, but are eligible for membership thereof.
- 17.2 Employees who are not members of the trade union that is party to this agreement are not compelled to become members of that trade union.
- 17.3 The agency fee is equivalent to the amount of the subscription payable by the members of the trade union, less funeral and bursary contributions.
- 17.4 Every employer must pay the amounts deducted for the month to the Secretary of the Council. 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.
- 17.5 The Secretary of the Council must deposit all monies received into a separate bank account administered by the trade union.

- 17.6 The monies held in account may be used only for expenditure of the trade union in respect of collective bargaining expenditure 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.
- 17.7 The provisions of clauses 17.1 and 17.3 apply only when the Council has verified that the union represents 50% plus 1 of employees in the Industry.
- 17.8 The provisions of clause 17.1 and 17.3 cease to apply if the Council gives notice of the termination of the agency shop in terms of the provisions of the Act.
- 17.9 If less than 50% plus 1 of the employees in the Industry are not members of the trade union, the Council must notify the trade union of this fact in writing.
- 17.10 If the trade union fails to demonstrate that 50% plus 1 of the employees in the Industry are members within 90 days of the notice referred to in clause 17.8, the Council must give 30 days' written notice of terminating the agency shop.
- 17.11 The criteria for exemption from paying agency fees include—
- (a) where at an establishment, the union fails to demonstrate that 50% plus 1 of the employees at that establishment are members of the Union;
 - (b) the alteration of any of the provisions of this Agreement.

18. LIMITATION ON THE RIGHT TO STRIKE OR LOCKOUT

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.

19. EXEMPTIONS

- 19.1 In terms of section 32 of the Labour Relations Act, 1995 the 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 Council. The Exemptions Body shall be made up of a minimum of two members from the Independent Mediation Services of South Africa (IMSSA) panel.
- 19.2 All applications for exemption shall be in writing on the specified form and shall be addressed to the Secretary of the Council.
- 19.3 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.
- 19.4 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 Executive Committee meeting.
- 19.5 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 the hearing, but could provide for any party that has a material interest in the application to make submissions and address arguments to the Council.
- 19.6 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.
- 19.7 The Council and/or the Independent Exemptions Board 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 exemptions shall operate.

- (e) Fairness to both the employer, its employees and other employees in the sector.
- (f) It does not undermine the 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 losses.

- 19.8 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 a minimum of legal formalities.
- 19.9 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 party and address arguments to the Body.
- 19.10 Within 14 days of the conclusion of the proceedings, the Independent Exemptions Body must issue a decision, with reasons, which shall have the same effect as an arbitration award.
- 19.11 In accordance with a decision made in terms of clause 5 of 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 clauses from which the exemption has been granted.
 - (c) Any conditions relating to the exemption.
 - (d) The period of the exemption.
- 19.12 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 application or for withdrawing an exemption, in whole or part.
- 19.13 Where the Council deems fit, on good cause, to withdraw any exemption granted by it, it shall give two weeks' notice to the applicant on 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 Exemptions Body to withdraw the exemption.
- 19.14 An applicant for an exemption may lodge an appeal against a Council decision to refuse or to withdraw an exemption.
- 19.15 The Secretary shall make the necessary arrangements to constitute the Independent Exemptions Body established by clause 19.1.
- 19.6 The Secretary of the Council shall provide the Exemptions Body with the details and documentation of the application for exemption. In addition, the Secretary must provide the necessary services to the Body so as to ensure its smooth operation.
- 19.17 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 noticeboard;
 - (c) report back to the Council on the outcome of all deliberations of the Independent Exemptions Body.

20. ADMINISTRATION

- 20.1 The Council is responsible for the administration of the Agreement.
- 20.2 The Council may issue guidelines to employers and employees regarding the implementation of this Agreement.
- 20.3 The Council may request the Minister to appoint designated agents to monitor and enforce the provisions of this Agreement.

21. COUNCIL LEVIES

- 21.1 Each employer must deduct Council levies from the wages of each employee in terms of item 6 of Appendix A, hereto.
- 21.2 Employers must pay to Council an amount equivalent to that deducted from all its employees.
- 21.3 Every employer must pay the amounts referred to in clauses 21.1 and 21.2 to the Council by the 15th day of the month following.

22. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- 22.1 Every new employer entering the South African Manufactured Fibres Industry shall 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's name and address.

(c) The date of the start of business.

(d) An application for membership of the Manufactured Fibres Bargaining Council Industry Provident Fund.

22.2 The Secretary of the Council must keep a register of all employers engaged in the Industry.

23. EXHIBITION OF AGREEMENT

23.1 Every employer must keep a copy of this Agreement in the place of work at all times.

23.2 Every employer must make that copy available for inspection by any employee.

24. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF THIS AGREEMENT

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

24.2 A dispute about the interpretation, application or enforcement of this Agreement may be lodged with or referred to the Secretary of the Council by any person for resolution in terms of this Agreement.

24.3 The Secretary of the Council may require a designated agent to investigate the dispute.

24.4 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.

24.5 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.

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

(a) must 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.

24.7 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 Council's Panel of Conciliators; and

(c) if not resolved through conciliation refer the dispute to arbitration.

24.8 If a conciliator is appointed, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.

24.9 If a compliance order is issued in terms of an arbitration award, that order must be served on the party in breach of the Agreement.

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

25. EXISTING AGREEMENTS

All conditions applicable at the various establishments in the Industry will, where they are more favourable than those concluded in this Agreement, remain in full force and effect.

26. DEFINITIONS

For the purpose of this Agreement, all references to the masculine includes the feminine, and the singular the plural. Further, unless the context indicates otherwise—

“**Act**” means the Labour Relations Act, 1995 (Act No. 66 of 1995);

“**employee**” means a person who is permanently employed by an employer engaged in the South African Manufactured Fibres Industry and who receives, or is entitled to receive remuneration in terms of this Agreement;

“**day employee**” means an employee who works for a maximum of 44 hours per week from Monday to Friday;

“**two-shift employee**” means an employee employed on a shift system covering an average working week of 44 hours;

“**continuous-shift employee**” means an employee who works on a shift system which regularly covers 24 hours a day, seven days a week;

“**trade union**” means the Southern African Clothing and Textile Workers' Union (SACTWU)

“**basic monthly wage**” means the agreed basic monthly rate of pay;

“**basic annual wage**” means the basic monthly rate of pay multiplied by 12;

“**basic hourly rate**” means the basic monthly wage divided by the hours for the applicable shift pattern;

“**basic rate of pay**” means the agreed rate of pay excluding any allowances;

“**total rate of pay**” means the basic monthly rate of pay plus allowances;

"shift work" means work done during any period of the day or night involving the employment of two or more relays of employees;

"rest days" means the recognised days during which employees who work shifts are not required to report for normal duty.

"ordinary hours of work" means the hours of work permitted in terms of clause 7;

"grading" and **"grades"** refers to the Paterson grading methodology broad bands of jobs;

"overtime" means the time that an employee works during any shift or week in excess of ordinary hours of work;

"shift" means any one continuous period of work, whether it be day, afternoon or night shifts;

"day" in terms of leave, means a normal working day, and means the period of 24 hours measured from the time when the employee normally commences work;

"South African Manufactured Fibres Industry" or **"Industry"** means the industry in which employers and their employees are associated for the following purpose:

"the manufacture and distribution of synthetic textile fibres including the manufacture and distribution of acrylic and polyester polymers and nylon polymers, the dyeing and/or finishing and/or processing in any manner whatsoever of such fibres and polymers and all operations incidental thereto;"

Thus done and signed at Durban this 5th day of July 2000.

R. FRYER, for and behalf of National Manufactured Fibres Employers' Association.

L. JACK, witness.

J. WILLIAMS, for and behalf of S A Clothing and Textile Workers Union.

H. HUFKY, witness.

A. PARKINSON, witness.

APPENDIX A

1. BARGAINING UNIT

For the purposes of this Agreement "Bargaining Unit" means payroll employees employed in Grades A1 to B5.

2. MINIMUM WAGES

Grade	Minimum Monthly Wage
A1	R2 442,30
A2	R2 580,21
B1	R2 792,66
B2	R2 956,54
B3	R3 127,95
B4	R3 403,76
B5	R3 811,03

2.2 Where the above grading system does not apply, an equivalent schedule of work levels approved by the Council shall apply.

3. ANNUAL LEAVE

An employee shall be entitled to a minimum of 15 working days' leave per annum.

4. ANNUAL BONUS

4.1 An employee shall receive an annual bonus calculated on the basis of 8,33% of basic wage.

4.2 Should an employee not have completed a full year's service by the time the annual bonus is paid, he shall be paid a pro rata share of the annual bonus.

4.3 An employee whose services are terminated shall be paid a pro rata share of his annual bonus as calculated at the time of the termination of his services.

4.4 Should an employee's grade change during the term of this Agreement, his annual bonus shall be paid on a pro rata basis according to the period spent in each grade.

5. ORDINARY HOURS OF WORK

The maximum ordinary hours of work are 44 hours per week.

6. COUNCIL LEVIES

Each employer must deduct an amount of R1,20 per month from the salary of each employee, in respect of Council levies, as required in terms of clause 21 of this Agreement.

7. MATERNITY LEAVE

A female employee who is pregnant is entitled to take up to six months' maternity leave, four months of which is to be paid at 32% of her basic wage.

8. SHIFT ALLOWANCE

8.1 Continuous-shift employees will be paid a minimum allowance of 5% of their basic monthly salary.

8.2 Two-shift employees will be paid a minimum allowance of 5% of their basic wage rate.

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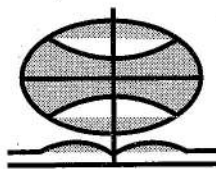
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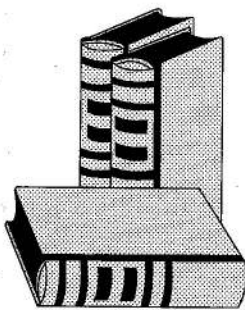
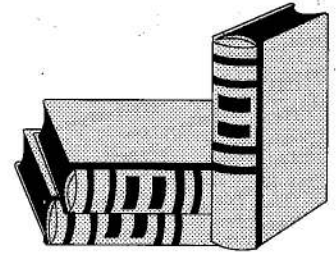
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