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CONTENTS**INHOUD**

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
GOVERNMENT NOTICE			GOEWERMENSKENNISGEWING		
Labour, Department of			Arbeid, Departement van		
<i>Government Notice</i>			<i>Goewermenskennisgewing</i>		
R. 805 Labour Relations Act (66/1995): Bargaining Council for the Worsted Textile Manufacturing Industry: Extension of Main Collective Agreement to Non-parties.....	3	22620	R. 805 Wet op Arbeidsverhoudinge (66/1995): Bedingsraad vir die Kamstofteks- tielnywerheid: Verlenging van Hoof Kollektiewe Ooreenkoms na Nie-partye..	3	22620

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 805

31 August 2001

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE WORSTED TEXTILE MANUFACTURING INDUSTRY: EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Sheperd 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 Bargaining Council for the Worsted Textile Manufacturing Industry 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 and for the period ending 30 June 2002.

M. M. S. MDLADLANA

Minister of Labour

No. R. 805

31 Augustus 2001

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE KAMSTOFTEKSTIELNYWERHEID: VERLENGING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Sheperd 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 Bedingingsraad vir die Kamstoftekstielnywerheid 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 en vir die tydperk wat op 30 Junie 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BARGAINING COUNCIL FOR THE WORSTED TEXTILE MANUFACTURING INDUSTRY

MAIN AGREEMENT

TABLE OF CONTENTS

	Page
PART A: APPLICATION	5
1. SCOPE OF APPLICATION.....	5
2. PERIOD OF OPERATION.....	5
3. EXCLUSIONS	5
PART B: REMUNERATION	5
4. MINIMUM WAGES	5
5. CALCULATION OF WAGES	5
6. ANNUAL BONUS	5
PART C: HOURS OF WORK.....	5
7. ORDINARY HOURS OF WORK	5
8. PUBLIC HOLIDAYS.....	5
9. EXCLUSIONS	6

	Page
PART D: LEAVE	6
10. ANNUAL LEAVE.....	6
11. SICK LEAVE.....	6
12. MATERNITY LEAVE.....	6
13. FAMILY RESPONSIBILITY LEAVE.....	6
PART E: EMPLOYEE BENEFITS	7
14. PROVIDENT FUND.....	7
15. BURSARY SCHEME.....	7
PART F: ORGANISATIONAL RIGHTS	7
16. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION.....	7
17. TRADE UNION REPRESENTATION ON THE COUNCIL.....	7
18. AGENCY SHOP.....	7
PART G: GENERAL	9
19. THE LIMITATION OF THE RIGHT TO STRIKE OR LOCKOUT.....	9
20. EXEMPTIONS.....	9
21. ADMINISTRATION.....	10
22. AGENTS.....	10
23. COUNCIL LEVIES.....	10
24. FAILURE TO MAKE PAYMENTS TO THE COUNCIL.....	11
25. REGISTRATION OF EMPLOYERS AND RECORDS.....	11
26. EXHIBITION OF AGREEMENT.....	11
27. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF THE AGREEMENT.....	11
28. EXISTING AGREEMENTS.....	11
29. DEFINITIONS.....	12
ANNEXURE	
1. WAGE SCHEDULE.....	13
2. ANNUAL BONUS.....	13
3. PROVIDENT FUND.....	13
4. MAXIMUM ORDINARY HOURS OF WORK.....	13
5. ANNUAL LEAVE.....	13
6. COUNCIL LEVY.....	13

WAGE GRADES:**SCHEDULE****BARGAINING COUNCIL FOR THE WORSTED TEXTILE****MANUFACTURING INDUSTRY****MAIN AGREEMENT**

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

National Association of Worsted Textile Manufacturers

and the

Worsted Spinning Manufacturers Employer's Association

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

Southern African Clothing and Textile Workers' Union

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

being the parties to the Bargaining Council for the Worsted Textile Manufacturing Industry.

PART A: APPLICATION**1. SCOPE OF APPLICATION**

1.1 This Agreement applies to all employers and all employees who are party to the Agreement and who are engaged in the Worsteds Textile Manufacturing Industry in the Republic of South Africa, and for whom minimum wages are laid down in this Agreement.

1.2 This Agreement also applies to all other employers and all other employees covered by the definition of the Worsteds Textile Manufacturing Industry.

2. PERIOD OF OPERATION

2.1 This Agreement shall come into operation—

- (a) in respect of the parties to the Agreement, on the date of signature;
- (b) in respect of non-parties, 10 days after the date of publication in the *Gazette*.

2.2 This Agreement shall remain in force until 30 June 2002.

3. EXCLUSIONS

The provisions of this Agreement do not apply to—

- 3.1 employees whose wages are not prescribed in the Wage Schedule contained in the Annexure to this Agreement;
- 3.2 non-parties in respect of clauses 1.1, 2.1 (a), 17 and 28.

PART B: REMUNERATION**4. MINIMUM WAGES**

4.1 Minimum wages are prescribed for the Worsteds Textile Manufacturing Industry in the Wage Schedule contained in the Annexure to this Agreement.

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

5. CALCULATION OF WAGES

Any calculation of wages, or deduction from wages, must be based on the hourly wage or the hourly deduction.

6. ANNUAL BONUS

6.1 Subject to the provisions of this Agreement, each employee who has worked continuously for the same employer for a full calendar year, must at the end of the calendar year receive a minimum annual bonus as laid down in the Annexure to this Agreement.

6.2 For an employee who has less than one calendar year of service, any annual bonus payable at the date of payment of bonuses in terms of this Agreement must be prorated in accordance with actual completed service.

PART C: HOURS OF WORK**7. ORDINARY HOURS OF WORK**

7.1 The maximum ordinary hours of work that an employer may require or permit an employee to work are laid down in the Annexure to this Agreement.

7.2 Ordinary hours of work are consecutive.

7.3 Ordinary hours of work are exclusive of meal breaks.

8. PUBLIC HOLIDAYS

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

8.2 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 Act, 1994 (Act No. of 1994).

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

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

8.5 An employer must pay an employee the basic daily wage for a public holiday. If an employee works 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 hours worked, whichever is the greater.

8.6 If an employer chooses not to work on any religious holiday other than a public holiday, then the employee must be paid as if he or she had worked on that day.

9. EXCLUSIONS

The provisions contained in this part do not apply to work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work.

PART D: LEAVE

10. ANNUAL LEAVE

10.1 In this clause, the "annual leave cycle" means the period of 12 months' continuous employment immediately following the completion of the agreed annual cycle. Leave must be taken within six months of the anniversary of the annual leave cycle.

10.2 If an employee has completed an annual leave cycle, that employee is entitled to at least the minimum amount of leave as shown in the Annexure.

10.3 Leave pay must be calculated on the ordinary daily hours of work per day of the employee.

11. SICK LEAVE

11.1 In a three-year 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.

11.2 An employer must pay an employee the employee's basic daily wage for each day that the employee is entitled to paid sick leave.

11.3 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 that 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 more than two days on two or more occasions in an eight-week period; or
- (d) to a casual employee.

12. MATERNITY LEAVE

12.1 Subject to the provisions of this Agreement, a female employee who has worked continuously for the same employer for not less than one completed year as and when commencing her maternity leave will be entitled to maternity leave not exceeding six months for any one pregnancy.

12.2 During the period of maternity leave all terms and conditions of the employment contract will be suspended, except that—

- (a) where there is compliance with clause 12.1, service will be regarded as uninterrupted;
- (b) the employee will be entitled to receive 33,2% of her basic pay for a maximum period of 12 weeks.

12.3 At the end of the period of maternity leave the employee will be entitled to resume work with the employer in a position at least the same as or similar to, but not less favourable than, the one held prior to taking maternity leave. The employee must, however, notify the employer in writing of her intention to return to work at least four weeks prior to returning.

12.4 No pregnant employee may be required or permitted to work during the period commencing four weeks prior to her expected date of confinement and ending six weeks after her date of confinement.

13. FAMILY RESPONSIBILITY LEAVE

13.1 An employer must grant an employee, during each annual leave cycle, at the request of the employee, up to three days' paid Family Responsibility Leave, subject to—

- (a) when the employee's child is born or is sick—
 - (i) satisfactory proof of birth in the form of a birth certificate, or of the child's sickness;
 - (ii) the child being born to a wife/common-law wife;

- (iii) such leave for birth being taken at or around the time of the birth of the child, and in any event within one month of the birth;
- (b) in the event of death—
 - (i) the death being of an immediate family member (defined as own child/brother/sister/spouse, parent or grandparent, including adoptive parent or child);
 - (ii) satisfactory proof of death in the form of a death certificate;
 - (iii) such leave being taken at or around the time of death of the family member, and in any event within one month of the death.

13.2 Family Responsibility Leave is not accumulative.

13.3 Payment of any benefit claimed in terms of this Agreement may only be made after compliance with these provisions.

PART E: EMPLOYEE BENEFITS

14. PROVIDENT FUND

- 14.1 All employers and employees must contribute to a registered retirement fund.
- 14.2 Every employee must contribute a minimum amount as shown in the Annexure hereto.
- 14.3 Every employer must contribute a minimum amount as shown in the Annexure hereto.

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 the Council an amount of 20 cents per week per SACTWU member in their employ, in respect of the SACTWU Education Bursary Scheme.

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.

PART F: ORGANISATIONAL RIGHTS

16. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION

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

16.2 An employer who receives authorisation in terms of clause 16.1, must begin making the authorised deductions from the beginning of the following month.

16.3 Every employer must pay the amount deducted to the Council 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 the deductions have been made;
- (c) the amounts deducted; and
- (d) the names of the members in respect of whom deductions have not been made and reasons why.

16.4 An employee may revoke an authorisation given in terms of clause 16.1 by giving the employer and the trade union one month's written notice. Such written notice must be given to the head office of the union.

16.5 An employer who receives a notice in terms of clause 16.4 must continue to make the authorised deductions until the notice period has expired.

17. TRADE UNION REPRESENTATION ON THE COUNCIL

Every employer must give 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.

18. AGENCY SHOP

18.1 For the purposes of this Agreement—

- (a) "agency shop" means the compulsory deduction in terms of subclause 18.4 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 wage Schedule; and
 - (ii) who is eligible for membership of the trade union;
- (c) "trade union" means the trade union party to this Agreement.

18.2 Every employer must—

(a) bring the provisions of this clause to the attention of—

- (i) its employees; and
- (ii) applicants for employment.

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

18.4 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 wage Schedule; and
- (b) who are not members of the trade union party to this Agreement.

18.5 The agency fee is equivalent to the amount of the subscription payable by the members of the trade union.

18.6 Every employer must pay the amounts deducted for the month to the Secretary of the Council before the 15th day of the following month. The payment must be accompanied 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.

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

18.8 The monies held in account may be used only for expenditure of the trade union in respect of Council 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.

18.9 The provisions of clauses 18.4 and 18.6 apply only if—

- (a) a ballot has been held of the employees in the industry; and
- (b) seventy percent (70%) of the employees vote in favour of an agency shop.

18.10 The provisions of clauses 18.4 and 18.6 cease to apply if—

- (a) the Council gives notice of the termination of the agency shop in terms of clause 8.11; or
- (b) the majority of employees vote in favour of terminating the agency shop in a ballot referred to in clause 18.13.

18.11 If less than seventy per cent (70%) of the employees in the Industry are members of the trade union, the Council must notify the trade union in writing of this fact.

18.12 If the trade union fails to demonstrate that seventy per cent (70%) of the employees in the industry are members within 90 days of the notice referred to in clause 18.11, the Council must give 30 days' written notice terminating the agency shop.

18.13 The trade union must conduct a ballot of the employees in the Industry to determine whether the agency should be terminated if—

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

18.14 The criteria for exemption from the provisions of clauses 18.2 and 18.4 include—

- (a) a recognition agreement in the workplace with a registered trade union, non 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 that 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) in the case of conscientious objector.

18.15 If an exemption is granted from the provisions of this clause, the Independent Exemptions Body established in terms of this Agreement may require that a deduction of an amount equivalent to the amount of the agency fee referred to in subclause 4 be deducted and sent to—

- (a) the fund administered by the Department of Labour in terms of section 25 (4) of the Labour Relations Act, 1995.

18.16 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.

18.17 (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 of Conciliation, Mediation and Arbitration for conciliation.

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

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

PART G: GENERAL

19. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCKOUT

19.1 No person may take part in a strike or lockout or any conduct in contemplation of 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.

19.2 Notwithstanding the provisions of clause 19.1, strikes and lockouts in respect of disputes about the alteration of provisions in the Annexure are permitted, after their expiration.

20. EXEMPTIONS

20.1 In terms of section 32 of 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 the Council to grant an exemption, whether it be for a party or non-party, or to consider any appeal against the withdrawal of an exemption by the Council. The Exemptions Body must be made up of a minimum of two members from the panel of Alternate Dispute Resolution (ADR) or Tokiso Dispute Settlements.

20.2 All applications or exemption must be in writing on the specified form and address to the Secretary of the Council.

20.3 All applications for exemption must be fully reasoned and substantiated, and such reasoning and substantiation must include at least the following details:

- (a) The period for which the exemption is required;
- (b) the Agreement and clauses or subclauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been noted by the employer, his or her employees and/or their respective representatives;
- (d) the specific alternative 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.

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

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

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

20.7 The Council and/or the Independent Exemptions Body must refer to the following criteria in considering and deciding on any application for exemption, or any appeal against the Council's refusal or withdrawal of any 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 will operate;
- (e) whether it is fair to the employer, his or her employees and other employees in the sector;
- (f) whether it undermines this Agreement;
- (g) whether it will make a material difference to the viability of a business;
- (h) whether it will assist in overcoming unexpected economic hardships occurring during the currency of the Agreement and prevent unnecessary job losses.

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

20.9 Subject to the discretion of the Independent Exemptions Body as to the appropriate form of the proceedings, the applicant, the Council and any representatives of the parties may testify, call witnesses, cross-examine witnesses of any other party and address arguments to the Exemptions Body.

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

20.11 In accordance with a decision made in terms of clause 20.5 or 20.7, or where the Council grants an exemption, the Secretary of the Council must issue a certificate of exemption setting out—

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

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

20.13 Where the Council deems fit on good cause to withdraw any exemption granted by it, it must 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 the Council seeks on good cause to withdraw such exemption, it must apply to the Independent Exemptions Body to withdraw the exemption.

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

20.15 The Secretary must make the necessary arrangements to constitute the Independent Exemptions Body (in terms of 20.1).

20.16 The cost associated with the processing of an application for exemption by Alternate Dispute Resolution or Tokiso Dispute Settlement must be borne by the Council.

20.17 The Secretary of the Council must 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 Exemptions Body to ensure its smooth operation.

20.18 The Secretary of the Council must—

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

21. ADMINISTRATION

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

21.2 The Council must appoint a secretary on such terms and conditions as it deems fit, and may vary such conditions.

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

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

21.5 It will be the duty of every employer to give access to such agents and to cooperate with them in their investigations, enquiries and interviews, and in their examination and seizure of books and records, for which such agents must issue a receipt.

22. AGENTS

22.1 **Appointment of agents:** To assist in giving effect to the terms of this Agreement (and any other agreement administered by the Council, the Council—

- (a) must appoint one (or more) specified person(s) as Council agent(s);
- (b) may request the Minister of Labour to appoint a designated agent in terms of the provisions of section 33 of the Act.

22.2 **Agent's terms of authority:** For the purpose of ensuring adherence to the terms of this Agreement (and/or any other agreement of the Council) a duly appointed Council agent will have the right to—

- (a) enter any establishment for the purpose of carrying out an inspection on behalf of the Council;
- (b) question any employer or employee during such inspection; and
- (c) inspect the records specified in clause 21.5 hereof;

22.3 **Employer/employee obligations:** The employer and employees of an establishment undergoing a Council inspection as specified in clause 22.2 above must permit the agent(s) concerned to exercise, as necessary, the rights specified in paragraphs (a), (b) and (c) of said clause.

23. COUNCIL LEVIES

23.1 Each employer must deduct the levy amount determined in the Annexure hereto from the wages of each employee.

23.2 Employers must pay an amount equivalent to that deducted from all their employees.

23.3 Every employer must pay the levies deducted in terms of this clause to the Council before the 7th day of the next month, accompanied by a schedule containing details of such deductions and payments.

24. FAILURE TO MAKE PAYMENTS TO THE COUNCIL

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

- (a) interest will accrue on that amount from the stipulated date of payment;
- (b) the employer will become liable for any legal costs incurred by the Council for recovery of the amounts due.

24.2 The interest referred to in clause 24. 1 (a) is the interest prescribed from time to time in the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975).

25. REGISTRATION OF EMPLOYERS AND RECORDS

25.1 Every new employer entering the Worsted 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's name and address;
- (c) the date of the start of business;
- (d) the nature of the business and products made;
- (e) application for membership of the Textile Industry Provident Fund.

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

26. EXHIBITION OF AGREEMENT

Every employer must make a copy of this Agreement available in the workplace at all times for inspection by any employee in accordance with section 204 of the Act.

27. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF THE AGREEMENT

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

27.2 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.

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

27.4 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.

27.5 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 such steps.

27.6 If, in the course of performing a designated agent's duties, an agent discovers what appears to be 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 such steps.

27.7 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;
- (c) refer the dispute for conciliation to a Disputes Committee of the Council;
- (d) issue a compliance order; or
- (e) refer the dispute to arbitration in terms of this Agreement.

27.8 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 notices of these particulars on the parties to the dispute.

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

27.10 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.

28. 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.

29. DEFINITIONS

29.1 In this Agreement, unless the context indicates otherwise—

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

“Casual employee” means an employee who is employed on a daily basis for three or less days in a week;

“day” in terms of leave means a normal working day, otherwise **“day”** is a period of 24 hours measures from the time when the employee normally commences work;

“employee” means—

- (a) any person, excluding an independent contractor, who works for an employer engaged in the Worsted 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 employer, and “employed” and “employment” have meanings corresponding to that of “employee”;

“grading” and **“grades”** refers to the grading of jobs in the Industry as reflected in the Wage Grades Schedule to this Agreement, which grading is based on the HAY/STEP evaluation methodology;

“Industry/Sector” means the Worsted Textile Manufacturing Industry;

“Worsted Textile Manufacturing Industry” means the industry in which employers and their employees are associated for any of the following purposes:

- (a) The manufacture, including all operations incidental to such manufacture, of worsted tops and/or noils;
- (b) the manufacture, including all operations incidental to such manufacture, of worsted yarns and/or worsted fabrics;
- (c) the manufacture, including all operations incidental to such manufacture, of woollen and/or mixed yarn and/or woollen or mixed cloth and/or by-products from wastes or otherwise, but shall not include the following:
 - (i) the manufacture or finishing, either wholly or in part, of blankets and/or blanketing and/or travelling rugs and/or shawls and/or tapes, webbing, canvas, duck or coarse curtaining for sale as such;
 - (ii) the manufacture of any yarn for sale, or on commission, which, as a single yarn, contains—
 - (a) in the case of cotton yarn, 4 000 yards or less to the English pound (avoirdupois); and
 - (b) in the case of woollen or mixed yarn, 2 500 yards or less to the English pound (avoirdupois);
 - (iii) the manufacture of any yarn for sale, or on commission, which, as a single yarn, contains—
 - (a) in the case of cotton yarn, over 4 000 yards to the English pound (avoirdupois); and
 - (b) in the case of woollen or mixed yarns, over 2 500 yards to the English pound (avoirdupois);unless it is stipulated in writing as a condition of sale or the production on commission that such yarn shall not be used for the manufacture of any of the articles specified in subparagraph (i); and
 - (iv) the manufacture for sale, or on commission, of any fabric or cloth which is capable of being made into any of the articles specified in subparagraph (i), unless it is stipulated in writing as a condition of sale or the production on commission that such fabric or cloth will not be used for the manufacture of any of the articles specified in subparagraph (i);

“minimum wage” means the minimum rate of pay prescribed in the Wage Schedule in the Annexure to this Agreement;

“ordinary hours of work” means the hours of work permitted in terms of clause 7 of this Agreement;

“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 a day, afternoon or night shift.

This done and signed at Durban this 7th day of April 1999.

M. GALANAKIS

Chairman

A. T. PARKINSON

Secretary

ANNEXURE**1999/2000****1. WAGE SCHEDULE**

Wages	
Grade	Rate/Hour
1	R 8,87
2	R 9,26
3	R 9,85
4	R10,80

2. ANNUAL BONUS

Every employer must pay each employee an annual bonus equivalent to two weeks' basic pay in December of each year.

3. PROVIDENT FUND

- 3.1 All employers and employees must contribute to a registered retirement fund.
- 3.2 Every employee must contribute a minimum of 5,0% of the employee's basic weekly wage.
- 3.3 Every employer must contribute an amount equal to a minimum of 5,0% of each employee's basic weekly wage.

4. MAXIMUM ORDINARY HOURS OF WORK

The maximum ordinary hours of work must be no more than 44 hours per week.

5. ANNUAL LEAVE

An employee who has completed twelve months' service with his or her employer will be entitled to not less than 15 working days' paid leave.

6. COUNCIL LEVY

The employer must deduct an amount of 22c from the weekly wages of each employee, in terms of clause 23 of the Agreement.

BARGAINING COUNCIL FOR THE WORSTED TEXTILE MANUFACTURING INDUSTRY**1999/2000****WAGE GRADES**

1. Job grading in the Worsted Industry is based upon the HAY-STEP grading methodology.
2. The Wage Grades, with specimen jobs and wage rates, are as follows:

(1) Cleaner	}	R390,28
Transporter		
Loader/Carrier		
(2) Heavy-Duty Loader	}	R407,44
Sampler/Lab Assistant		
Machine Attendant/Operator (various)		
(3) Fork Lift/Light-Duty Driver	}	R433,40
Quality Control Assistant		
Machine Operator (various)		
(4) Artisan Aide	}	R475,40
Team Leader/Supervisor		
Storeman		

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