



# Government Gazette Staatskoerant

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**GOVERNMENT NOTICE**

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**DEPARTMENT OF LABOUR**

No. R. 715

12 September 2014

**LABOUR RELATIONS ACT, 1995****NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) read with 32(3) (b) and (c) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Textile Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from .....<sup>2014-09-22</sup> and for the period ending 31 December 2015.

  
**MINISTER OF LABOUR**  
20/8/2014

No. R. 715

12 kuMandulo 2014

**UMNYANGO WEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI  
KWABAQASHI NABASEBENZI EMBONINI YENDWANGU: UKWELULWA  
KWESIVUMELWANO ESIYINGQIKITHI ESIPHAKATHI KWABAQASHI  
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXEYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) sifundwa nesigaba 32(3) (b) and (c) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa UmKhandlu Kazwelonke Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yendwangu, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela mhlaka. ....<sup>2014 -09- 2 2</sup>.....kuze kube ngu 31 kuZibandlela 2015.

  
**UNGQONGQOSHE WEZABASEBENZI**  
20/8/2014

**SCHEDULE****NATIONAL TEXTILE BARGAINING COUNCIL****AMENDING MAIN COLLECTIVE AGREEMENT FOR THE TEXTILE  
INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA**

in accordance with the provisions of the Labour Relations Act, 1995 (as amended),

made and entered into by and between the

**South African Cotton Textile Processing Employers' Association  
(SACTPEA)**

**South African Carpet Manufacturing Employers' Association (SACMEA)**

**National Manufactured Fibres Employers' Association (NMFEA)**

**National Association of Worsted Textile Manufacturers (NAWTM)**

**Narrow Fabric Manufacturers Association (NFMA)**

**South African Wool and Mohair Processors' Employers' Organisation  
(SAWAMPEO)**

**National Textile Manufacturers' Association (NTMA)**

**South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)**

**South African Blankets Manufacturers Employers' Organisation  
(SABMEO)**

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

**Southern African Clothing and Textile Workers' Union (SACTWU)**

(hereinafter referred to as the "trade union") of the other part, being the parties to the

**National Textile Bargaining Council** to amend the Main Collective Agreement published under Government notice No. R.78 of 9 February 2007 as amended and extended by Government notices Nos. R.430 of 18 April 2008, R.1149 of 31 October 2008, R. 38 of 23 January 2009, R.1151 of 11 December 2009, R.635 of 23 July 2010; R. 1094 of 26 November 2010 , R. 300 of 08 April 2011, R.5 of 06 January 2012 and R.412 of 14 June 2013.

## **PART 1**

### **A: APPLICATION**

#### **1. SCOPE OF APPLICATION**

(a). This Agreement applies to all employers and all employees who are engaged in the Textile Industry, as defined hereunder , in the Republic of South Africa.

(b). The Textile Industry in the Republic of South Africa is defined as follows:

“Textile Industry or Sector or Industry” – means without in anyway limiting the ordinary meaning of the expression, the enterprise in which the employer(s) and the employees are associated, either in whole and or in part, for any activity relating to the processing or manufacture of fibres, filaments or yarns, natural or man-made and the processing or manufacture of products obtained therefrom, including all activities incidental thereto or consequent thereon, defined as follows:

#### **1.1 Scope as defined by process and activity**

##### **1.1.1. Fibre Manufacture**

The handling, processing and manufacture of all classes of fibre, yarns, threads, blends and manufactured raw materials from which these are derived, which shall in-

clude, but not be limited to, the fibres manufactured or processed from the following types of raw material:

#### 1.1.1.1 Natural Fibres

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

#### 1.1.1.2 Manufactured Fibres:

- Synthetic polymers: including polymethylene, polyolefin, polyvinyl, polyurethane, polyamide, aramid, polyester and synthetic polyisoprene
- Natural polymers: including made from or comprising aliginate rubber, regenerated proteins regenerated cellulose and cellulose ester
- Minerals: including rock wool, carbon fibre and glass fibre or any other fibre manufactured from minerals and,
- all other manufactured fibres and tapes not specified above.

### 1.1.2 Preparation of Natural Fibres

The receiving, sorting, grading, weighing, cataloguing, washing, scouring, ginning, fibre-working, blending, carding, combing, cutting, dyeing, bleaching and cleaning, as well as the activities performed by wool and mohair brokers, buyers, and dealers; and any other activities carried on in an enterprise.

### 1.1.3 Manufacture Textiles

The manufacture, processing, dyeing, finishing, and further processing of all classes of woven, non-woven, crocheted and braided textiles from any of (or combination of) the inputs specified in 1.1.1 utilising the activities and processes of carding, combing, spinning, winding, twisting, drawing-in, warping, weaving, crocheting, braiding, embroiding, tufting, plaiting, feting, blending, raising, needling, stitch-bonding, spunlaid, wetlaid or other bonding processes, printing, dyeing, lamination, making-up and finishing as well as any other products made from raw materials produced by the processes and activities referred to 1.1.1 and 1.1.2 above.

### 1.2 Scope as defined by product:

The products and activities referred to 1.1. (above) shall include, but not be limited to, the following products (used here simply as an indicative list):

- a. synthetic textile fibres and yarns;
- b. vegetable fibres and yarns (including the activities conducted in cotton gins)
- c. woven fabrics and products;
- d. non-woven fabrics and products;
- e. woven, crocheted, braided, plaited, knitted tapes, narrow fabric products (whether rigid or elasticised) webbing, interlinings, tapes or bias binding / clothing accessories;
- f. embroidery (where done in an establishment not covered by the National Clothing Bargaining Council);
- g. frills, tassels, bows and similar finishings;
- h. shoe laces;

- i. lace and netting; (general)
- j. worsted tops or noils, or yarns or fabrics;
- k. towelling or towels;
- l. all types of made-up textiles, including curtains and blinds, sheets, bedspreads, quilts, duvets and other bed linen; pillows and cushions, textile materials found in bathrooms and restrooms
- m. carpets, rugs, mats and matting, carpet tiles, and rugs (including as used in applications for floors and walls in domestic, commercial and residential premises, as well as that found in all types of automobiles, airplanes, trains, ships and any other form of transport);
- n. flock, foam, wadding, or padding, including shoulder padding, and all items with feather fillings;
- o. under-felt and felt;
- p. cleaning cloths, cleaning rags, dusters;
- q. blanketing, blankets, travelling-rugs, shawls ;
- r. technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:
  - tyre-cord, belting, hose, tank fabrics, conveyor belts;
  - textiles used to reinforce plastics; mining and civil engineering
  - textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;
  - textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;

- textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;
- medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;
- fabrics used to filter air, gas or liquids;
- fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.

(c) The terms of this Agreement shall be observed in the Textile Industry by all employers who are members of the employers' organisations and by all employees who are members of the trade union, and who are engaged and employed therein, respectively;

(d) The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.

(e) The terms of this Agreement shall not apply to non-parties in respect of clause 1. (c) and 2.

## **2. PERIOD OF OPERATION**

This Agreement shall come into operation on such a date as the Minister of Labour extends the Agreement to non-parties, and shall remain in force until 31 December 2015.

**PART 2****ANNEXURE C****WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR****A. APPLICATION****3. CLAUSE 1: SCOPE OF APPLICATION**

1.1 As per clause 1 of Part 1 of this Agreement.

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

Substitute the following for the existing clause 4.1, 4.2, 4.3 and 4.4

“4.1 As per clause 4.1 of Part 1 of this Agreement

4.2 Every employer must pay each employee a wage increase and a *minimum wage* that is not less than that detailed in clause 4.2.1

below:

4.2.1 Each employer must pay employees an hourly increase for each *grade*, and the hourly wage rate as follows:

:

**WOVEN AND CROCHET:**

<b>GRADE</b>	<b>CURRENT HOURLY RATE</b>	<b>INCREASE PER HOUR</b>	<b>NEW HOURLY RATE</b>
A1	R20.32	R1.44	R21.76
A2 0-3 months	R20.43	R1.45	R21.88
4-6 months	R20.51	R1.46	R21.97

Qualified	<b>R20.64</b>	<b>R1.47</b>	<b>R22.11</b>
A3	<b>R20.93</b>	<b>R1.49</b>	<b>R22.42</b>
B1 0-6 months	<b>R21.15</b>	<b>R1.50</b>	<b>R22.65</b>
7-12 months	<b>R21.31</b>	<b>R1.51</b>	<b>R22.82</b>
Qualified	<b>R21.57</b>	<b>R1.53</b>	<b>R23.10</b>
B2 0-6 months	<b>R21.36</b>	<b>R1.52</b>	<b>R22.88</b>
7-12 months	<b>R21.60</b>	<b>R1.53</b>	<b>R23.13</b>
Qualified	<b>R21.77</b>	<b>R1.55</b>	<b>R23.32</b>
B3 0-6 months	<b>R22.38</b>	<b>R1.59</b>	<b>R23.97</b>
7-12 months	<b>R22.68</b>	<b>R1.61</b>	<b>R24.29</b>
Qualified	<b>R22.92</b>	<b>R1.63</b>	<b>R24.55</b>
B4	<b>R24.30</b>	<b>R1.73</b>	<b>R26.03</b>

**CLOTHING ACCESSORIES:**

<b>GRADE</b>	<b>CURRENT HOURLY RATE</b>	<b>INCREASE PER HOUR</b>	<b>NEW HOURLY RATE OF PAY</b>
A1	<b>R18.38</b>	<b>R1.30</b>	<b>R19.68</b>
A2	<b>R18.70</b>	<b>R1.33</b>	<b>R20.03</b>
A3	<b>R18.96</b>	<b>R1.35</b>	<b>R20.31</b>
B1	<b>R19.50</b>	<b>R1.38</b>	<b>R20.88</b>
B2	<b>R19.68</b>	<b>R1.40</b>	<b>R21.08</b>
B3	<b>R20.69</b>	<b>R1.47</b>	<b>R22.16</b>
B4	<b>R22.00</b>	<b>R1.56</b>	<b>R23.56</b>
B5	<b>R23.52</b>	<b>R1.67</b>	<b>R25.19</b>

**BRAIDING:**

<b>INCREASE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT</b>			
<b>GRADE</b>	<b>CURRENT HOURLY RATE</b>	<b>INCREASE PER HOUR</b>	<b>NEW HOURLY RATE</b>
A1	R12.09	R1.36	R13.45
A2	R12.22	R1.36	R13.58
A3	R12.75	R1.36	R14.11
B2	R13.31	R1.36	R14.67
B5	R14.15	R1.36	R15.51

4.3 Clause 4.3 of Part 1 of this Agreement is not applicable in this subsector

**4.4 New employees' entry level wage:**

New employees, subject to the conditions set out below, will be remunerated in accordance with the following table:

Year 1 of employment	25 % below the hourly gazetted rate
Year 2 of employment	15 % below the hourly gazetted rate

Year 3 of employment	8 % below the hourly gazetted rate
Year 4 of employment	Normal hourly gazetted rate

This provision will not affect experienced employees. In terms hereof “experienced” will mean someone who has had *experience* in the *Industry* in the position being applied for and appointed to and this *experience* shall be offset against the phasing in period as set out above. The employee must have been employed in the *Industry* in the five years immediately preceding the date of engagement.

However, where the employee has more than five (5) years *experience* in that position, irrespective of how long he/she has been out of the *Industry*, he/she shall re-enter at 8 % below the gazetted hourly rate for a maximum of one year, whereafter the normal gazetted rates will apply.”

#### C: HOURS OF WORK

##### 5. CLAUSE: 21 ANNUAL LEAVE

Delete clause 21.12

#### E: EMPLOYEE BENEFITS

##### 6. CLAUSE: 29 SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29.1

“29. 1 A levy of R1.00 (One Rand) per week per employee shall be payable only by the employers and not the employees.”

Insert new sub clause 29.5

“29.5 Subject to an agreement at plant level, an additional half an hour paid extension of the normal lunch break may be taken on 01 December of each year in the event of an HIV/AIDS specific campaign taking place in the workplace on this day.

## H: GENERAL

### 7. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Substitute the following for the existing clause 49.1

49.1 Industry Protection Fund: All employers shall pay an amount of R0.50 (fifty cents) per bargaining unit employee per week to the union's Industry Protection Fund. This contribution shall be paid annually and directly to the union, in a lump sum, by no later than 31 January each year, calculated on the number of employees in employ as at 30 November the previous year.

## PART 2

### ANNEXURE D

#### MANUFACTURED FIBRES SUBSECTOR

##### A. APPLICATION

### 8. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement.

**B. REMUNERATION****9. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4.1 and 4.2

“4.1 As per the provisions of clause 4.1 of Part 1 of *this Agreement*.

4.2 *Every employer must pay each employee an increase and wage that is not less than the increase and wage set out below.*

(1) With effect from the coming into operation of this Agreement all those employees employed prior 1 July 2013 will be granted a R450-00 increase per month across the board.

<b>Grade</b>	<b>Old Minimum Monthly Wage</b>	<b>Increase per Month</b>	<b>New Minimum Monthly Wage</b>
A1	5125.20	450.00	5575.20
A2	5525.70	450.00	5975.70
A3	5738.30	450.00	6188.30
B1	6194.55	450.00	6644.55
B2	6470.65	450.00	6920.65
B3	6850.40	450.00	7300.40
B4	7372.80	450.00	7822.80
B5	8112.90	450.00	8562.90

(2) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees employed from 01 July 2013

<b>Grade</b>	<b>Minimum Monthly Wage</b>
A1	5125.20
A2	5525.70
A3	5738.30
B1	6194.55
B2	6470.65
B3	6850.40
B4	7372.80
B5	8112.90

**PART 2****ANNEXURE E****CARPETS SUBSECTOR****A. APPLICATION****10. CLAUSE 1: SCOPE OF APPLICATION**

1.1 As per clause 1 of Part 1 of this agreement.

**B. REMUNERATION****11. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

“4.1 (a) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be R26.97 per hour or R1 213.65 based on a 45 hour working week unless exemption is granted.

(b) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be R26.97 per hour or R1 213.65 based on a 45 hour working week with effect from the coming into operation of this Agreement.

4.2 Every employer must pay each employee a wage that is not less than the minimum wage set out in clause 4.1 above.

4.3 As per the provisions of clause 4.3 of Part 1 of *this Agreement*.”

**D: LEAVE****12. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE**

Insert the following new clause 24.4

- 24.4 An employer must grant an employee, during each annual leave cycle, at the request of the employee, one additional day paid family responsibility leave, in the event of death of spouse.

**E: EMPLOYEE BENEFITS****13. CLAUSE: 29 SACTWU HIV/AIDS PROJECT**

Replace Clause 29 with the following:

- 29.1 As per the provisions of clause 29 of Part 1 of this Agreement all employers in the Carpet Section shall recognize HIV/AIDS awareness training as a skills priority area within their Workplace Skills Plans and shall schedule two hours' paid time off per employee per annum for HIV/AIDS awareness programmes coordinated by an HIV/AIDS Steering Committee at each establishment in association with the trade union's HIV/AIDS project.
- 29.2 Each employer will allow employees half hour paid time off to celebrate World Aids Day at the employer's premises.

## PART 2

## ANNEXURE F

## WOOL AND MOHAIR SECTION

## A. APPLICATION

## 14. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement

## B. REMUNERATION

## 15. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

"4.1 As per the provisions of 4.1 of Part 1 of this Agreement

4.2 Every employer must pay each employee a wage increase and a *minimum wage* that is not less than that detailed in clause 4.2.1 and 4.2.2 below:

4.2.1 Each employer must pay employees an hourly increase for each *grade*, as follows:

**Wool and Mohair Processors Industry**

GRADE	OLD RATE	INCREASE PER HOUR	NEW RATE
1	R27.07	R1.87	R28.94
2	R27.93	R1.87	R29.80
3	R29.41	R1.87	R31.28
4	R32.98	R1.87	R34.85
5	R33.85	R1.87	R35.72

**Wool and Mohair Broking Industry**

		<b>MINIMUM WEEKLY WAGE RATE</b>		<b>GRADE INCREASE</b>	
<b>GRADE</b>	<b>Job De- scription</b>	<b>With effect from coming into operation of this Agreement</b>	<b>With effect from coming into operation of this Agreement</b>	<b>With effect from coming into opera- tion of this Agreement</b>	<b>With effect from coming into opera- tion of this Agreement</b>
1	<b>Wool Bag Worker</b>	R888.72	R893.72	R60.00	R5.00
	<b>General Worker</b>				
	<b>Cleaner</b>				
	<b>Trolley Pusher</b>				
	<b>Tea makers</b>				
				<b>Minimum rate per kilogram pressed/sorted</b>	
	<b>Bin Press Operator</b>	R598.96	R603.96	R0.17	
	<b>Mohair Sorter</b>				
	<b>Wool Sorter</b>				

2	Marker / Woolwriters	R925.83	R930.83	R60.00	R5.00
	Sampler				
3	Hoop Strap Iron Cutter	R975.31	R980.31	R60.00	R5.00
	High Density Press Operator				
	Seeker				
	Shipping Bale Marker				
4	Core Machine Operator	R1024.78	R1029.78	R60.00	R5.00
	Forklift Driver				
	Grab Machine Operator				
	Handyman				
5	Checker	R1074.28	R1079.26	R60.00	R5.00
	Clerk				

	<b>Driver Code</b>				
	<b>8</b>				
	<b>Weighing</b>				
	<b>Clerk</b>				
	<b>Supervisor</b>				

4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.”

#### **D: LEAVE**

#### **16. CLAUSE 21: ANNUAL LEAVE**

Substitute the following for the existing clause 21.1

“21.1 As per clause 21 of Part 1 of this Agreement, except for the following:

- 21.1.1 15 (fifteen) working days’ annual leave on full remuneration in respect of each annual leave cycle.
- 21.1.2 Employees in the Wool and Mohair Processing Section of the Industry having completed more than 10 (ten) years’ consecutive service on permanent staff shall be entitled to 5 (five) days’ LEAVE PAY per annum in addition to the normal annual leave entitlement.
- 21.1.3 This additional LEAVE PAY entitlement shall be phased in on the basis of 1 (one) day per annum for the next 5 (five) years commencing 2013.

- 21.1.4 This additional LEAVE PAY shall accrue on 01 December each year and be paid out together with the normal annual leave payment at the start of the December shutdown.
- 21.1.5 Employees in the Wool and Mohair Broking Section of the Industry having more than 5 (five) years consecutive service shall have their current annual leave increased at a rate of 1 (one) day per annum, for the next 5 years, to 20 days.
- 21.1.6 Annual Leave in the Wool and Mohair Broking Section of the Industry shall be taken at the instance of the Employer arranged subject to operational requirements.”

## PART 2

### ANNEXURE G

#### WORSTED SECTION

##### A. APPLICATION

#### 17. CLAUSE 1: SCOPE OF APPLICATION

- 1.1 As per clause 1 of Part 1 of this agreement.

##### B: REMUNERATION

#### 18. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1; 4.2; 4.3.

- “4.1 The *minimum* wages for the *Worsted Section*, which an employer shall pay to employees shall be as specified in clause 4.2 below.

4.2 Every employer must pay each employee a wage that is not less than the minimum hourly rate prescribed in the relevant tables below and for the grade specified.

#### 4.2.1 Verticals

GRADE	CURRENT HOURLY RATE	NEW HOURLY RATE
1	R20.14	R21.66
2	R20.58	R22.10
3	R21.24	R22.76
4	R22.31	R23.83

#### 4.2.2 Spinners

##### 4.2.2.1 AREA A: THE REST OF THE COUNTRY (INCLUDING PORT ELIZABETH, AND DURBAN)

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	R19.67	R1.53	R21.20
2	R20.34	R1.53	R21.87
3	R21.35	R1.53	R22.88
4	R23.05	R1.53	R24.58

**4.2.2.2 AREA B: KWA – ZULU NATAL AND EASTERN CAPE EXCLUDING  
DURBAN AND PORT ELIZABETH**

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	R14.93	R1.14	R16.07
2	R15.47	R1.14	R16.61
3	R16.25	R1.14	R17.39
4	R17.62	R1.14	R18.76

4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.

**E: EMPLOYEE BENEFITS**

**19: CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

“29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 40c (forty cents) per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employ as at 30 November of the previous year. “

## PART 2

## ANNEXURE H

## WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR

## A. APPLICATION

## 20. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement.

## B: REMUNERATION

## 21. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6

“4.1 As per the provisions of clause 4.1 of Part 1 of *this Agreement*.

4.2 Every employer must pay each employee an hourly rate, which is not less than the *minimum hourly rate* prescribed in the table below:

Grade	Current Minimum Hourly rate	Hourly Increase	New Minimum Hourly Rate
1	R21.65	R1.52	R23.17
2	R22.09	R1.55	R23.64
3	R22.66	R1.59	R24.25
4	R23.66	R1.66	R25.32
5	R24.85	R1.74	R26.59

4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.

4.4 If an employer is already paying wage rates equal to or more than the rates set out in clause 4.2 of this Annexure at the date *this Agreement* comes into effect, the following minimum hourly increases per grade shall be paid to employees:

Grade	Increase
1	R1.52
2	R1.55
3	R1.59
4	R1.66
5	R1.74

4.5 *Those employees who are employed in a higher grade than stipulated in clause 4.2, who fall within this subsector's bargaining unit and who are not covered by other wage agreements resulting from collective bargaining, shall receive the maximum rand increase above to their actual wage rates, with effect from the coming into operation of this agreement.*

4.6 An employer who is paying less than the rates set out in clause 4.2 of this Annexure at the date *this Agreement* comes into effect, shall increase the wage rate paid to no less than that specified in clause 4.2 of this Annexure: Provided such wage increase is no lower than that specified in clause 4.4 of this Annexure.

#### 4.7 HOURLY RATE FOR EMPLOYEES EMPLOYED FROM THE COMING INTO EFFECT OF THIS AGREEMENT

“4.7.1 Employees employed from the coming into effect of this agreement being extended to all non parties will be paid at 80% of the prescribed rate for a period of 6 (six) months from their date of engagement and thereafter be paid as per clause 4.7.2 below for the balance of the six month period.

<b>Grade</b>	<b>Hourly Rate Per Hour</b>
1	R18.54
2	R18.91
3	R19.40
4	R20.26
5	R21.27

4.7.2 Employees employed from the coming into effect of this agreement being extended to all non parties will be paid at 90% of the prescribed rate for a period of 6 (six) months from the seventh month of employment from their date of engagement.

<b>Grade</b>	<b>Hourly Rate Per Hour</b>
1	R20.85
2	R21.28
3	R21.83
4	R22.79
5	R23.93

4.7.3 Employees employed after 01 July 2012 and who have not completed 12 months continuous service, shall continue to be paid at 80% for the remainder of the period, thereafter their rates shall be adjusted as per clause 4.7.1. and 4.7.2 of this Agreement.

4.7.4 Employees who have been retrenched from their place of work and who are re-employed at the same factory will be employed at the council's

minimum rates, provided such employment takes place within 36 months of retrenchment or leaving the factory through no fault of their own.”

## 22. CLAUSE 7: LONG SERVICE ALLOWANCE

Substitute the following for the existing clause 7

“All employees are to be paid a long service award as follows:

- 7.1 On anniversary date of 5 (Five) completed years of service –  
1 (One) weeks basic pay;
- 7.2 On anniversary date of 10 (Ten) completed years of service –  
2 (two) weeks basic pay;
- 7.3 On anniversary date of 15 (Fifteen) completed years of service –  
3 (three) weeks basic pay;
- 7.4 On anniversary date of 20 (Twenty) completed years of service –  
4 (four) weeks basic pay;
- 7.5 Employees employed by an Employer that has a policy granting employees long service awards can elect to retain such policy, if such policy is more favorable than Clause 7.1 to 7.4 above.
- 7.6 The choice preferred by employees will become effective for party companies, from 01<sup>st</sup> January 2014, however, should the union not have reverted with a preferred choice by 30<sup>th</sup> November 2013, then the existing company policy/practice will continue. In the case of employees at non party companies, they will have 90 days from date of gazettal of this agreement to make their choice.
- 7.7 Employees at companies who did not have long service scheme/award in place before July 2012 with more than 20 years of service, and who did not receive four weeks wages as a long service award, shall receive a once off award of

four weeks wages on either the 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, or 40<sup>th</sup> anniversary of the commencement of their employment.”

## 23. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8.6

“8.6 With effect from the coming into operation of this Agreement Employees employed during the currency of this agreement and who are employed at 01 December each year will be paid an annual bonus in December of each year, based on the basic Woven Cotton Council rates of pay as follows:

8.6.1 One completed year’s service = 2 (two) weeks basic rate of pay per grade if a full year is worked, otherwise pro-rated if service is less than a full year;

8.6.2 Two completed year’s service = 3 (three) weeks basic rate of pay per grade;

8.6.3 Three completed year’s service = 3.5 (three and a half) weeks basic rate of pay per grade;

8.6.4 Four and more completed year’s service = 4 (four) weeks basic rate of pay per grade.

8.6.5 This benefit will be capped at a maximum of four weeks basic rate of pay per grade of the NTBC rate of pay for the Woven Cotton Sector.”

## G: ORGANISATIONAL RIGHTS

### 24. CLAUSE 43: EMPLOYER AGENCY SHOP

Insert the following new clause 43

“43.1 An Employer Agency Shop is applicable in the Woven Cotton Textile Products

Sector.

- 43.2 The applicable Employer Agency Fee shall be equivalent to the membership fee of the relevant Employer's Organisation prevailing from time to time.
- 43.3 The relevant Employers Organisation shall be as determined by the Council from time to time.
- 43.4 Accordingly, every employer who is not a member of the relevant employers' organisation shall be bound by the agency shop.
- 43.5 Employers who are not members of the relevant employers' organisation must be informed of the Agency Shop Fee and the amount payable, via the National Textile Bargaining Council.
- 43.6 The Employers affected by clause 43.4 shall pay an agency fee of R0.20 (twenty cents) per week per employee in the bargaining unit. The agency fee will be payable to the NTBC with the monthly returns."

## PART 2

## ANNEXURE I

## HOME TEXTILES SECTION

## A. APPLICATION

## 25. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement.

## B. REMUNERATION

## 26. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4, 4.6, and 4.7

“4.1 The *minimum wages* for the *Home Textiles Section*, which an employer shall pay to employees, employed prior to 01 July 2011, shall be as specified in table 4.2 below.

4.2 Every employer must pay each employee a wage that is not less than the *minimum hourly rate* prescribed in the table below:

GRADE	HOURLY RATE OF PAY
1	R13.35
2	R14.21
3	R15.10
4	R16.03
5	R17.54

4.3 As per the provisions of clause 4.3 of Part 1 of *this Agreement*.

4.4 If an employer is already paying wage rates equal to or more than the wage

rates set out in clause 4.2 of this Annexure at the date *this agreement* comes into effect, the following minimum hourly increases per grade shall be paid to employees:

GRADE	INCREASE
1	R0.87
2	R0.93
3	R0.99
4	R1.05
5	R1.15

4.6 With effect from the date of coming into operation of this Agreement, the *minimum wages* for the *Home Textiles Section*, which an employer shall pay to employees, employed on or after 01 July 2011, shall be as specified in table 4.7 below.

4.7 Every employer must pay each employee a wage that is not less than the *minimum* hourly rate prescribed in the table below:

GRADE	HOURLY RATE OF PAY
1	R10.63
2	R11.31
3	R12.02
4	R12.76
5	R13.96

Insert the following new clause 4.8;

4.9. Employees employed on after 01 July 2011 and who are employed on the hourly rates of pay for employees employed on or after 01 July 2011 as detailed in Clause 4.7 above, will be eligible for a Productivity Attendance Bonus to be paid as follows:

4.9.1 The Attendance Bonus will equate to 10% (ten percent) of the employee's basic weekly wage. (Basic weekly wage is the employee's hourly rate times the number of normal hours of work.)

4.9.2 In order to qualify for the Attendance Bonus, the employee must have full attendance (100% attendance) at work in the preceding week (or if applicable preceding week plus 1). No Bonus is paid if the employee does not have full attendance in the qualifying period/week.

4.9.3 The only exception to the above is if the employee is working short time. In such instances the Attendance Bonus applicable will be pro-rata based on the available hours.

4.9.4 The Productivity Attendance Bonus will replace any current or similar scheme in place at individual companies.

4.9.5 Calculation of Attendance Bonus:- Rate per grade as per 4.7 times the number of normal hours per week times ten percent.

4.9.6 Implementation of the Productivity Attendance Bonus will be confirmed at Individual Companies.

## PART 2

## ANNEXURE J

## BLANKETS SECTION

## A. APPLICATION

## 27. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement.

## B: REMUNERATION

## 28. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4 and 4.5

"4.1 The *minimum wage* for the *Blankets Section* which an employer shall pay to employees shall be as specified in clause 4.2 below.

4.2 Every employer must pay each employee a wage that is not less than the *minimum wage* set out in the table below.

(1) With effect from coming into operation of this Agreement the minimum hourly increases per grade applicable to employees employed prior to 01 August 2011

Grades	Experience	Urban Areas	Isithebe Area
		Increase per hour	Increase per Hour
1	-	R0.95	R0.95
2	0 – 3 months	R0.95	R0.95
	Qualified	R0.97	R0.97
3	0 – 12 months	R1.05	R1.05
	Qualified	R1.06	R1.06
4	0 – 12 months	R1.12	R1.12
	Qualified	R1.13	R1.13
5	0 – 12 months	R1.41	R1.41
	Qualified	R1.43	R1.43

(2) With effect from coming into operation of this Agreement New Hourly Rate applicable to employees employed prior to 01 August 2011

Grades	Experience	Urban Areas	Isithebe Area
		New Hourly Rate	New Hourly Rate
1	-	R13.47	R11.28
2	0 – 3 months	R14.48	R12.02
	Qualified	R14.77	R12.27
3	0 – 12 months	R15.50	R12.90
	Qualified	R15.64	R13.01
4	0 – 12 months	R17.15	R14.45
	Qualified	R17.31	R14.58
5	0 – 12 months	R21.57	R18.34
	Qualified	R21.79	R18.53

(3) With effect from coming into operation of this Agreement New Hourly Rate applicable to employees employed on or after 01 August 2011, excluding the Isithebe Area

Grades	Experience	Urban Areas only	Urban Areas only
		Increase per hour	New Hourly Rate
1	-	R0.80	R11.45
2	0 – 3 months	R0.81	R12.31
	Qualified	R0.82	R12.55
3	0 – 12 months	R0.89	R13.18
	Qualified	R0.89	R13.29

4	0 – 12 months	R0.95	R14.58
	Qualified	R0.95	R14.71
5	0 – 12 months	R1.20	R18.34
	Qualified	R1.21	R18.52

- 4.3 As per the provisions of clause 4.3 of Part 1 of *this Agreement*.
- 4.4 An employer who pays an employee below the wage specified in clause 4.2 shall implement the *minimum wage*.
- 4.5 An employer who pays an employee more than the *minimum wage* specified in clause 4.2 must continue to pay the higher wage.
- 4.6 The provisions of clause 4.2 (3) (New Hourly Rate applicable to employees employed on or after 01 August 2011) above shall not prejudice employees employed prior to 01 August 2012 in any manner whatsoever. No downward variation agreements or practices such as buy – out attempts and or employer decisions within the operational requirements scope of the Labour Relations Act 66 of 1995 as amended shall be permissible at any Employer establishment.
- 4.7 In addition, clause 4.2 (3) (New Hourly Rate applicable to employees employed on or after 01 August 2011) above shall not be applicable to employees in the Blanket Sub Section who have been employed within the past 12 months or have been retrenched from any company that falls under the scope of the Blanket Sub Section within the past 12 months and are re-employed during the period of this agreement.
- 4.8 Existing employees who are employed on Fixed Term contracts in terms of clause 49.3 of the amending agreement published in Government Gazette Number 34910 Notice No R.5 of 6 January 2012 and who was employed prior to 01 August 2011 will be paid at 100% of the rate applicable to that job category.

4.9 Employees who are employed on Temporary Contracts in terms of Clause 10 of the Main Collective Agreement will be paid at 85% of the rate applicable to that job category.”

#### **H: GENERAL**

#### **29. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT**

Substitute the following for the existing clause 49.3 and 49.3.3

“49.3 The labour profile targets for the period of this agreement are as follows:

PERMANENT EMPLOYEES: 70%

FIXED TERM CONTRACT EMPLOYEES: 30%.”

##### **49.3.3 Fixed Term Contract Employees: Annual Bonus**

- (a) Fixed Term contract employees in the employ of the Employer shall be entitled to an annual bonus for any period of employment of 2.5% (two and half percent) of the actual basic earnings per annum, calculated on the actual hourly rate.

**PART 2****ANNEXURE K****NON WOVEN TEXTILES SUBSECTOR****A. APPLICATION****30. CLAUSE 1: SCOPE OF APPLICATION**

1.1 As per clause 1 of Part 1 of this agreement.

**B. REMUNERATION****31. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

4.1 As per the provisions of clause 4.1 of Part 1 of this agreement.

4.2 Every employer must pay each employee a wage that is not less than the *minimum hourly rate* set out in the table below.

***MINIMUM WAGE***

Grade	Hourly rate of pay
A1 / A2	R22.35
A3 / B1	R22.60
B2 / B3	R23.73
B4 / B5	R25.51

4.3 As per the provisions of clause 4.3 of Part 1 of *this Agreement*.

4.4 If an employer is already paying wage rates equal to or more than the wage rates set out in clause 4.2 of this Annexure at the date this Agreement comes

into effect, the following minimum hourly increases per grade shall be paid to employees;

Grade	Increase per hour
A1 /A2	144 cents per hour
A3 / B1	146 cents per hour
B2 / B3	153 cents per hour
B4 / B5	165 cents per hour

4.5 The grading system implemented in this sub-sector is the Paterson Decision Band Methodology.

4.6 With effect from the coming into operation of this agreement, the *minimum wages* for the *Non Wovens Section*, which an employer shall pay to employees, employed on or after 01 July 2011, shall be as specified in table 4.7 below.

4.7 Every employer must pay each employee a wage that is not less than the *New Entrant* wage rate prescribed in the table below:

## NEW ENTRANT WAGE

Grade	Hourly rate of pay
A1 /A2	<b>R17.88</b>
A3 / B1	<b>R18.08</b>
B2 / B3	<b>R18.97</b>
B4 / B5	<b>R20.41</b>

4.8 The provisions of clause 4.6 and 4.7 above will not be applicable to skilled non woven employees or have been retrenched from any company that falls under the scope of the Non Wovens sub sector within the past 12 months from 01 July 2011. Such retrenched employees must be paid at the applicable rates of pay as detailed in clause 4.2 and 4.3 above. “

**32. CLAUSE 8: ANNUAL BONUS**

Substitute the following for existing clause 8.2

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 annual bonus is calculated at 18 (eighteen) days' basic wage rates with effect from coming into operation of this Agreement.”

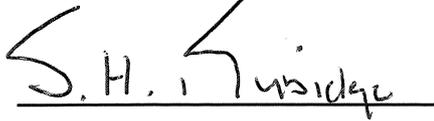
Signed at Cape Town, for and behalf of the parties to the Council this 13<sup>th</sup> day of December 2013.



**BN LOUBSER**

**CHAIRPERSON OF THE COUNCIL**

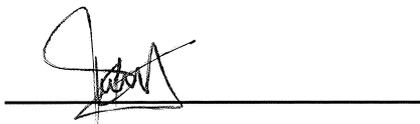
Signed at Durban, for and behalf of the parties to the Council this 12th day of  
December 2013.



S. H. Rubidge

S H RUBIDGE

VICE CHAIRPERSON OF THE COUNCIL



G P Pillay

G P PILLAY

SECRETARY OF THE COUNCIL











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