

No. R5

6 January 2012

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) 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 16 January 2012 and for the period ending 31 December 2015.

MN OLIPHANT**MINISTER OF LABOUR**

No. R5

6 January 2012

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

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

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) 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 mhla ka. 16 kuMasingana 2012 kuze kube ngu 31 kuZibandlela 2015.

MN OLIPHANT**UNGQONGQOSHE WEZABASEBENZI**

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 and R. 300 of 08 April 2011.

PART 1

A: APPLICATION

1. SCOPE OF APPLICATION

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

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

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

1.1 Scope as defined by process and activity

1.1.1. Fibre Manufacture

The handling, processing and manufacture of all classes of fibre, yarns, threads, blends and manufactured raw materials from which these are derived, which shall include, but not be limited to, the fibres manufactured or processed from the following types of raw material:

1.1.1.1 Natural Fibres

- 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 algininate 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, felting, 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 auto mobiles, 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 and throws;
- 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 provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.

(d) The terms of this Agreement shall not apply to non-parties in respect of clause 1. (a) 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 and 4.2.2 below;

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

WOVEN AND CROCHET:

GRADE	INCREASE
A1	R1.05 per hour
A2 0-3 months	R1.05 per hour
4-6 months	R1.05 per hour
Qualified	R1.05 per hour
A3	R1.05 per hour
B1 0-6 months	R1.05 per hour
7-12 months	R1.05 per hour
Qualified	R1.05 per hour
B2 0-6 months	R1.05 per hour
7-12 months	R1.05 per hour
Qualified	R1.05 per hour

B3 0-6 months	R1.05 per hour
7-12 months	R1.05 per hour
Qualified	R1.05 per hour
B4	R1.05 per hour

CLOTHING ACCESSORIES:

GRADE	INCREASE
A1	R1.05 per hour
A2	R1.05 per hour
A3	R1.05 per hour
B1	R1.05 per hour
B2	R1.05 per hour
B3	R1.05 per hour
B4	R1.05 per hour
B5	R1.05 per hour

BRAIDING:

GRADE	INCREASE
A1	R1.05 per hour
A2	R1.05 per hour
A3	R1.05 per hour
B2	R1.05 per hour
B5	R1.05 per hour

4.2.2 The minimum hourly wage rate shall be as follows:

WOVEN AND CROCHET:

GRADE	HOURLY RATE OF PAY
A1	R18.99
A2 0-3 months	R19.09
4-6 months	R19.17
Qualified	R19.29
A3	R19.56
B1 0-6 months	R18.77
7-12 months	R19.92
Qualified	R20.16
B2 0-6 months	R19.96
7-12 months	R20.19
Qualified	R20.35
B3 0-6 months	R20.92
7-12 months	R21.18
Qualified	R21.42
B4	R22.71

CLOTHING ACCESSORIES:

GRADE	HOURLY RATE OF PAY
A1	R17.18

A2	R17.48
A3	R17.72
B1	R18.22
B2	R18.39
B3	R19.34
B4	R20.56
B5	R21.98

BRAIDING:

GRADE	HOURLY RATE OF PAY
A1	R11.30
A2	R11.42
A3	R11.92
B2	R12.44
B5	R13.22

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.

5 CLAUSE 10: TEMPORARY EMPLOYEES

Insert the following new clauses 10.1; 10.2; and 10.3

- 10.1 As per the provisions of clause 10.1 of Part 1 of this Agreement.
- 10.2 As per the provisions of clause 10.2 of Part1 of this Agreement.
- 10.3 Contract employees shall be converted to permanent employees after having completed twelve (12) continuous months of employment with the same employer.

H: GENERAL

6. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Substitute the following for the existing clause 49.4

49.4 Attendance Bonus:

The parties agree to the principle of increased productivity through an attendance

incentive. All bargaining unit employees shall receive an incentive of 0.75% per week for full attendance based on the gazetted normal hourly rates as reflected in the table below, subject to the following eligibility exclusions:

- 49.4.1 10 minutes leeway per working week.
- 49.4.2 Protected strike – the 0.75% referred to above will be based on a pro rata calculation of normal hours worked in the week during which the protected strike took place.
- 49.4.3 1 day maximum per month for pre-authorized absence for the purposes of a medical check up or collection of medication for a chronic condition diagnosed by a registered medical practitioner.
- 49.4.4 National and/or regional transport strike.
- 49.4.5 Authorised shop steward's leave.
- 49.4.6 The incentive will be calculated and accumulated weekly and paid quarterly.

WOVEN AND CROCHET:

GRADE	ATTENDANCE	
	INCENTIVE HOURLY RATE	
A1	0.14	
A2	0-3 months	0.14
	4-6 months	0.14
	Qualified	0.14
A3	0.15	
B1	0-6 months	0.15
	7-12 months	0.15
	Qualified	0.15

B2	0-6 months	0.15
	7-12 months	0.15
	Qualified	0.15
B3	0-6 months	0.16
	7-12 months	0.16
	Qualified	0.16
B4		0.17

CLOTHING ACCESSORIES:

GRADE	ATTENDANCE INCENTIVE HOURLY RATE
A1	0.13
A2	0.13
A3	0.13
B1	0.14
B2	0.14
B3	0.15
B4	0.15
B5	0.16

BRAIDING:

GRADE	ATTENDANCE INCENTIVE HOURLY RATE
A1	0.08
A2	0.09

A3	0.09
B2	0.09
B5	0.10

Insert the following new clauses 49.7

- 49.7 The broad principle of an Industrial Training Facility is agreed to for the purpose of developing skills that can be utilized in the Woven, Crochet & Knitted Narrow Fabric Sub Sector provided that it is funded from existing skills levy contributions. This initiative shall not dictate to the allocation or spread of training within a workplace.

PART 2

ANNEXURE D

MANUFACTURED FIBRES SUBSECTOR

A. APPLICATION

7. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

8. 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 a wage that is not less than the basic *minimum wage* set out in the table below.

Grade	Minimum Monthly Wage
A1	R5125.20
A2	R5525.70
A3	R5738.30
B1	R6194.55
B2	R6470.65
B3	R6850.40
B4	R7372.80
B5	R8112.90

PART 2

ANNEXURE E

CARPETS SUBSECTOR

A. APPLICATION

9. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

10. 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 R23.28 per hour or R1 047.60 based on a 45 hour working week as from the coming into effect of this Agreement date
- (b) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be R23.50 per hour or R1 057.50 based on a 45 hour working week as from 01 January 2012.
- 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*.

PART 2

ANNEXURE F

WOOL AND MOHAIR SECTION

A. APPLICATION

11. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

12. 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:

GRADE	OLD RATE	INCREASE PER HOUR	NEW RATE
1	R23.98	R1.44	R25.42
2	R24.84	R1.44	R26.28
3	R26.32	R1.44	R27.76
4	29.89	R1.44	R31.33
5	30.76	R1.44	R32.20

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

E: EMPLOYEE BENEFITS

13: CLAUSE 29: HIV/AIDS

Substitute the following for the existing clause 29

29. Each employee shall be granted two (2) hours paid time off per annum for HIV/AIDS awareness training. Such training to be coordinated by the SACTWU Worker Health Project. 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 310 November of the previous year.

The union shall provide the employers with regular (at least bi – annual) reports on the activities of the SACTWU Worker Health Project.

H: GENERAL

14: CLAUSE 52: SKILLS TRAINING

Insert the following new clause 52

52. The employer shall upgrade the skill of employees at all establishments and train at least 10% of total workforce in the bargaining unit.

PART 2

ANNEXURE G

WORSTED SECTION

A. APPLICATION

15. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

16. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

- 4.1 The *minimum wages for the Worstef 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 rate prescribed in the relevant tables below and for the grade specified.

4.2.1 Verticals

GRADE	CURRENT HOURLY RATE	NEW HOURLY RATE
1	R17.53	R18.78
2	R17.97	R19.22
3	R18.63	R19.88
4	R19.70	R20.95

4.2.2 Spinners

**4.2.2.1 AREA A: THE REST OF THE COUNTRY (INCLUDING PORT ELZABETH,
AND DURBAN)**

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	R17.31	R1.13	R18.44
2	R17.91	R1.16	R19.07
3	R18.80	R1.22	R20.02

4	R20.29	R1.32	R21.61
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**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	R13.15	R0.85	R14.00
2	R13.62	R0.89	R14.51
3	R14.31	R0.93	R15.24
4	R15.51	R1.01	R16.52

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

4.4. NEW ENTRY WAGE RATE

4.4.1 All new employees entering the Industry from 01 July 2011 will be paid at rate not less than 80% of the Industry Rate applicable to that job category.

4.4.2 Employees who convert to permanent from fixed term contracts in terms of the provisions of the Main Agreement will be paid at 100% of the rate applicable to that job category.

4.4.3 Employees who have been retrenched and re-employed either as a permanent or fixed employee, within a period of 6 months, will be paid at 100% of the rate applicable to that job category.

17. CLAUSE 6. SHIFT ALLOWANCE

Substitute the following for the existing clause 6.2

6.2 SPINNERS

- 6.2.1 All work performed between the hours 18H00 and 22H00 (Afternoon Shift), a premium equivalent to 1% of basic wage.
- 6.2.2 All work performed between the hours 22H00 and 06H00 (Night Shift), a premium equivalent to 2% of basic wage.
- 6.2.3 Where more favourable shift allowances than those specified in clauses 4.1 and 4.2 above, shall apply.

PART 2**ANNEXURE H****WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR****A. APPLICATION****18. CLAUSE 1: SCOPE OF APPLICATION**

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

B: REMUNERATION**19. 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 a wage, which is not less than the *minimum wage* rate prescribed in the table below:

Grade	Rand per Hour
1	R20.28
2	R20.69
3	R21.23
4	R22.16
5	R23.28

- 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	R1.26
2	R1.28
3	R1.31
4	R1.37
5	R1.44

- 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 a 6.6% increase on their actual hourly 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.

20. CLAUSE 10: TEMPORARY EMPLOYEES

Substitute the following for the existing clause 10.2 and 10.3

- 10.2 80% of the basic hourly wage payable to an employee in accordance with the Councils minimum hourly rates for the sub-sector, for all temporary employees who have been employed after 1 July 2011 and for a period not exceeding nine months. This clause does not apply to retrenched employees who may be employed at the plant where they were retrenched. This clause shall remain in force until 30 June 2012.
- 10.3 After nine months of employment, the Temporary Employee shall be deemed to be permanent employee and his/her employment terms and conditions shall be adjusted accordingly. Any variation of this arrangement shall be agreement between the parties at the plant.

C: HOURS OF WORK

21. CLAUSE 19: SHORT TIME

Substitute the following for the existing clause 19

- 19.1 In the event of reducing working hours, employers will give the union and employees 5 days notice of such reduction.
- 19.2 In the event of an act of God, disruption in utility services or other unforeseen emergencies, employers will give 4 hours notice to their employees.
- 19.3 Employers will have the option of either requiring employees to work the 4 hours, or pay them in lieu of working.

PART 2
ANNEXURE I
HOME TEXTILES SECTION
A. APPLICATION

22. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

23. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4, 4.6, 4.7 and 4.8

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 wage rate* prescribed in the table below:

GRADE	HOURLY RATE OF PAY
1	R11.72
2	R12.47
3	R13.25
4	R14.07
5	R15.39

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	72cents per hour
2	76cents per hour
3	81cents per hour
4	86cents per hour
5	94cents per hour

- 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 wage rate* prescribed in the table below:

GRADE	HOURLY RATE OF PAY
1	R8.80
2	R9.37
3	R9.95
4	R10.57
5	R11.56

- 4.8 The provisions of clause 4.6 and 4.7 above will not be applicable to retrenched

employees who are re-employed, within a period of 12 months from 01 July 2011, at the plant where they were retrenched. Such retrenched employees must be paid at the applicable rates of pay as detailed in clause 4.2 above.

C: HOURS OF WORK

24. CLAUSE 15: OVERTIME

Substitute the following for the existing clause 15

- 15.1 The overtime provisions of the Basic Conditions of Employment Act, No. 75 of 1997, are applicable to the Home Textiles Section.
- 15.2 Overtime rates will only be applicable after the normal weekly hours of work have been worked in the week, unless the employee's absence is authorised and due to one of the following reasons:
- a) the absence is authorised in terms of leave;
 - b) sick leave;
 - c) family responsibility leave;
 - d) leave due to an occupational injury;
 - e) shop stewards' leave; or
 - f) leave is authorised due to a maintenance or court order.
- 15.3 In all instances of leave above, the normal company procedures must be complied with in respect of the application, authorisation and approval of such leave. In the case of a maintenance and court order, the employee must obtain prior written authorisation/approval from the company, proof of the request from the court must be provided by the employee and the employee must comply with the agreed and approved time off.

25. CLAUSE 19: SHORT TIME

Substitute the following for the existing clause 19

- 19.1 Employers undertake to give the Representative Trade Union and employees at least 48 (forty eight) hours notice in the event of a reduction of working hours due to production/operational short time.
- 19.2 In the event of an act of God, a disruption in utilities services (electricity, water etc.) or any other unforeseen circumstances (such as a container not arriving on time etc.), employers will be required to give employees 4 (four) hours notice of short/reduced hours of work. Employees may be required to work during the 4 (four) hours notice period.

PART 2**ANNEXURE J****BLANKETS SECTION****A. APPLICATION****26. CLAUSE 1: SCOPE OF APPLICATION**

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

B: REMUNERATION**27. 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) The minimum hourly increases per grade applicable to employees employed prior to 01 August 2011

Grades	Experience	Urban Areas	Isithebe Area
		Increase per hour	Rate per Hour
1	-	R0.76	R0.69
2	0 – 3 months	R0.82	R0.74
	Qualified	R0.83	R0.76
3	0 – 12 months	R0.87	R0.79
	Qualified	R0.88	R0.80
4	0 – 12 months	R0.97	R0.89
	Qualified	R0.98	R0.90
5	0 – 12 months	R1.22	R1.14
	Qualified	R1.23	R1.15

(2) New Hourly Rate applicable to employees employed prior to 01 August 2011

Grades	Experience	Urban Areas	Isithebe Area
		Rate per hour	Rate per Hour
1	-	R11.72	R9.53
2	0 – 3 months	R12.67	R10.21
	Qualified	R12.92	R10.42
3	0 – 12 months	R13.53	R10.93

	Qualified	R13.65	R11.02
4	0 – 12 months	R15.01	R12.31
	Qualified	R15.15	R12.42
5	0 – 12 months	R18.88	R15.65
	Qualified	R19.07	R15.81

(3) New Hourly Rate applicable to employees employed on or after 01 August 2011, excluding the Isithebe Area

Grades	Experience	Urban Areas only
		Rate per Hour
1	-	R9.73
2	0 – 3 months	R10.62
	Qualified	R10.72
3	0 – 12 months	R11.23
	Qualified	R11.33
4	0 – 12 months	R12.46
	Qualified	R12.57
5	0 – 12 months	R15.67
	Qualified	R15.83

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, excluding the Isithebe Area) above shall not prejudice employees employed prior to 01 August 2011 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, excluding the Isithebe Area) 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.
- 4.7 Existing employees who are employed on Fixed Term contracts in terms of clause 49.3 in the amending agreement Government Gazette Number 333385 will be paid at 100% of the rate applicable to that job category.
- 4.8 Employees who are employed on Temporary Contracts in terms of Clause 10 of the Main Collective Agreement will be paid at the minimum prescribed wage rate as specified in table 4.2 (3) above.

H: GENERAL

28. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Substitute the following for the existing clause 49.3

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

PERMANENT EMPLOYEES: 66%

FIXED TERM CONTRACT EMPLOYEES: 34%

The meaning of Fixed Term Contract Employees is as follows:

- (a) This category of employee is identified in clause 49.3 of the Labour Profile and is part of the labour compliment at each establishment. In order to create permanent employment, the number of fixed term contract employees will be reduced by 2% per year until the labour compliment reflects a composition or distribution of 70% permanent employees and 30% fixed term contract employees as at 01 August 2013.
- (b) Fixed Term Contract Employees are employed for a full twelve months from January to December, and their contracts of employment may be renewed each year.
- (c) Fixed Term Contract Employees can reasonably expect that their contracts to be renewed each year and their length of service with the employer be determined from the date that the first Fixed Term Contract was implemented.
- (d) In the event that the labour compliment be reduced at the establishment in a particular year due to operational reasons, the employer to consult with the Union regarding the affected Fixed Term Contract employees as required in terms of the Labour Relations Act 66 of 1995 as amended.
- (e) Fixed Term Contract Employees are not Temporary employees, as Temporary employees' terms and conditions are covered under clause 10 of the Main Collective Agreement.

29. CLAUSE 42: TRADE UNION AGENCY SHOP

Substitute the following for the existing clause 42.4

- 42.4 All employers shall deduct the Trade Union agency fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees, an amount equivalent to 1% of the employees' basic weekly wage, subject to a minimum deduction of R6.60 and a maximum deduction of R12.15 per week.

30. CLAUSE 52: SKILLS TRAINING

Insert the following new clause 52

52. The employer shall train at least 10% of the total workforce in the bargaining unit as agreed to by the Workplace Skills Planning Committee each year.

PART 2**ANNEXURE K****NON WOVEN TEXTILES SUBSECTOR****A. APPLICATION****31. CLAUSE 1: SCOPE OF APPLICATION**

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

B. REMUNERATION**32. 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* wage set out in the table below.

Grade	Hourly rate of pay
A1 / A2	R19.67
A3 / B1	R19.89
B2 / B3	R20.88
B4 / B5	R22.45

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	114 cents per hour
A3 / B1	115 cents per hour
B2 / B3	121 cents per hour
B4 / B5	130 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 *minimum wage rate* prescribed in the table below:

Grade	Hourly rate of pay
A1 / A2	R15.74
A3 / B1	R15.91
B2 / B3	R16.70
B4 / B5	R17.96

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

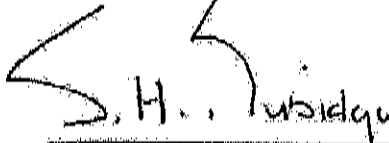
the scope of the Non Wovens sub sector within the past 12 months from 01 July 2011. Such retrenched employees must be paid at the applicable rates of pay as detailed in clause 4.2 and 4.3 above.

33. CLAUSE 8: ANNUAL BONUS

Substitute the following for existing clause 8

- 8.1 Every employer must pay an annual bonus calculated in terms of clause 8.2 below, to each employee no later than a week before Christmas Day.
- 8.2 The annual bonus is based on a full year of service commencing on 1 November of the preceding year and ending on 31 October of the year in which the annual bonus is paid. The annual bonus is calculated at 16(sixteen) days' basic wage rates with effect from coming into operation of this Agreement.
- 8.3 If an employee starts employment on or after 1 November, that employee is entitled to a pro rata amount of the annual bonus for the period worked up to 31 October.
- 8.4 An employee whose employment is terminated-
 - (a) before 1 November, is not entitled to any annual bonus; or
 - (b) on or after 1 November, must be paid the annual bonus on the date of termination

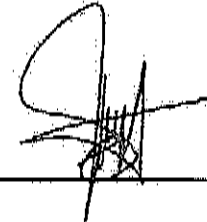
Signed at Durban, for and behalf of the parties to the Council this 28th day of
September 2011



S. H. Rubidge

S H RUBIDGE

CHAIRPERSON OF THE COUNCIL



G P PILLAY

SECRETARY OF THE COUNCIL