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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 78

9 February 2007

LABOUR RELATIONS ACT, 1995

NATIONAL TEXTILE BARGAINING COUNCIL; EXTENSION OF NEW MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in 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 12 February 2007, and for the period ending 31 December 2008.

M. M. S. MDLADLANA,
Minister of Labour

No. R. 78

9 Februarie 2007

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE TEKSTIEL BEDINGINGSRAAD; UITBREIDING VAN NUWE HOOF KOLLEKTIEWE OOREENKOMS NA NIE PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Tekstiel Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 12 Februarie 2007, en vir die tydperk wat op 31 Desember 2008 eindig.

M. M. S. MDLADLANA,
Minister van Arbeid

SCHEDULE

NATIONAL TEXTILE BARGAINING COUNCIL

MAIN COLLECTIVE AGREEMENT FOR THE TEXTILE INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA

In accordance with the provisions of the Labour Relations Act, 1995, 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' organisation"), 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 (NTBC)

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EXPLANATORY NOTE:

The numbering in the respective Annexures contained in Part 2 of this Agreement corresponds with the numbering in Part 1 of this Agreement.

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

1.1 This Agreement applies to all employers and all employees who are parties to this Agreement and who are engaged in the Textile Industry, as defined in the registered scope of the Bargaining Council, which consists of the following subsectors/sections:

1.1.1 Woven Crochet & Knitted Narrow Fabric Subsector which, without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of woven or crochet or knitted tape, in the strip or in the piece, being rigid or elasticised, having a warp and a weft, with selvedge on either side, and being not more than 250 mm in width and the dyeing, printing and the finishing thereof, including labels and trims manufactured and subsequently slit. It is specifically recorded that all bias binding/clothing accessory and braided products are covered, and includes all operations, products and activities incidental thereto and consequent thereon.

- 1.1.2 **Manufactured Fibres Subsector** which, without in any way limiting the ordinary meaning of the expression, means that part of the Industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the making of: manufactured fibres, including the manufacture and distribution of polymers or other materials from which manufactured fibres are derived, and the dyeing and/or finishing and/or processing in any manner whatsoever of such fibres, polymers or materials, and includes all operations, products and activities incidental thereto and consequent thereon.
- 1.1.3 **Carpets Subsector** which, without in any way limiting the ordinary meaning of the expression, means that part of the Industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture and/or converting of all types of carpets, rugs, carpet tiles and broadloom carpets, and includes all operations, products and activities incidental thereto and consequent thereon.
- 1.1.4 **Wool and Mohair Section** which, without in any way limiting the ordinary meaning of the expression, means that part of the Industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the purpose of handling and/or receiving and/or grading and/or sorting and/or weighing and/or cataloguing and/or washing and/or carbonising and/or combing and/or bleaching and/or shrink proofing wool, mohair, and/or similar fibres and includes all operations, products and activities incidental thereto and consequent thereon.
- 1.1.5 **Worsted Section** which, without in any way limiting the ordinary meaning of the expression, means that part of the Industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the purpose of manufacturing worsted tops and/or noils; worsted yarns and/or worsted fabrics; and woollen and/or mixed yarns and/or woollen or mixed cloths and/or by-products from wastes or other products, and includes all operations, products and activities incidental thereto and consequent thereon.
- 1.1.6 **Woven Cotton Textile Products Subsector**, which without in any way limiting the ordinary meaning of the expression, means that part of the Industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the—
- manufacture of yarn from any combination of the following raw materials: cotton; spun silk; rayon, including viscose; acetate; cup ammonium; nylon; and/or any other synthetic or man-made fibre, including all waste and/or by-products from any or all such fibres (but excluding the manufacture of any worsted processed yarn for use in the worsted part of the Industry);
 - manufacture of any woven cloth or fabric, from any or all of the raw materials and/or wastes and/or yarns mentioned in "A" (above), including manufactured filament yarns;
 - printing and/or dyeing and/or finishing and/or processing of any raw materials, and/or wastes, and/or yarns and woven fabrics mentioned in "A" and "B", and includes all operations, products and activities incidental thereto and consequent thereon.
- 1.1.7 **Non-Woven Textiles Subsector** which, without in any way limiting the ordinary meaning of the expression, means that part of the Industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of all types of non-woven textile products, including but not limited to flock, wadding, padding, felt, under-felt, medical wadding, cotton wool and needle-punched, stitch-bonded, spun-bonded; chemically-bonded, thermo bonded or laminated textile fibre materials, and includes all operations, products and activities incidental thereto and consequent thereon.
- 1.1.8 **Home Textiles Section** which, without in any way limiting the ordinary meaning of the expression, means that part of the Industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of household textiles; textile furnishings; towels and towelling; and any other made-up textiles, and includes all operations and activities incidental thereto and consequent thereon; but excludes the manufacture of any garments and other products that are covered by the jurisdiction of the national clothing bargaining council;
- 1.1.9 **Blankets Section**, which without in any way limiting the ordinary meaning of the expression, means that part of the Industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of—
- all types of blankets and blanketing (not limited to blanketing, throws, travelling rugs and shawls, whether un-raised, raised, plain, dyed, printed, blanketing in roll-form or otherwise treated) made by woven, knitted (circular or warp), needle-punch, tufted, malpol, malimo processes;

B. yarns for sale or on commission, if such yarns in the final weight of woollen, worsted, acrylic, cotton, mohair or mixed composition yarns measure 5 000 metres or more (50d-tex or more) to the kilogram, for use in the manufacture of the articles referred to in paragraph A, and includes all operations, products and activities incidental thereto and consequent thereon.

1.2 This Agreement also applies to those non-party employers and employees to whom this Agreement has been extended by the Minister.

2. PERIOD OF OPERATION

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 32 (2) of the Labour Relations Act, 1995, and shall remain in force until 31 December 2008.

3. EXCEPTIONS

- 3.1 The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specific in this Agreement.
- 3.2 Subject to clause 1.2 the provisions of this Agreement shall not apply to non-parties in respect of clause 1.1 and clause 34.

B. REMUNERATION

4. MINIMUM WAGES

- 4.1 The minimum wages for the Textile Industry, which an employer shall pay to employees, shall be as specified in the relevant Annexures in Part 2 of this Agreement.
- 4.2 Every employer must pay each employee a wage that is not less than the minimum wage prescribed in the relevant Annexures in Part 2 of this Agreement.
- 4.3 Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, in addition to the wage that an employee is entitled to in terms of this Agreement, he shall be entitled to receive, by no later than six weeks from the date from which the Minister declare this Agreement binding by publication in the *Gazette* (hereinafter referred to as the implementation date) and in equal weekly instalments an amount equal to the difference between the remuneration paid to him calculated from the effective date until the implementation date and remuneration based on his wage, as specified in the relevant Annexures in Part 2 of this Agreement, calculated from the effective date until the implementation date.

5. CALCULATION OF WAGES

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 5.1 any calculation of wages must be based on the hourly wage and any fraction of a cent after completing the calculation must be adjusted to the nearest cent;
- 5.2 a basic hourly rate is calculated by dividing the weekly wage by the number of ordinary hours worked in a week;
- 5.3 a basic daily wage is calculated by dividing the weekly wage by five for a five-day worker and by six for a six-day worker;
- 5.4 a basic weekly wage means the basic hourly wage multiplied by the ordinary hours worked in the week;
- 5.5 a month wage is calculated by multiplying the weekly wage by 4,33.

6. SHIFT ALLOWANCE

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, an employer must pay a shift allowance to each employee who works a shift or part of a shift between 18:00 and 06:00, as specified in the relevant Annexures hereto.

7. LONG-SERVICE ALLOWANCE

A long-service allowance shall be payable as specified in the relevant Annexures in Part 2 of this Agreement.

8. ANNUAL BONUS

An employer must pay an annual bonus to each employee as specified in the relevant Annexures in Part 2 of this Agreement.

9. CHANGE IN OCCUPATION

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement if an employer requires or permits an employee to work for longer than an hour in an occupation or at a skill level in respect of which a higher wage is prescribed, the employer must pay that employee at the higher wage for all the ordinary hours of work that day even if that employee did not work all the hours in that higher occupation or at that skill level.

10. TEMPORARY EMPLOYEES

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, an employer must pay a temporary employee a wage—

- 10.1 for each hour, or part thereof;
- 10.2 no less than the basic hourly wage payable to an employee in accordance with the relevant Annexures in Part 2 of this Agreement.

11. DEDUCTIONS

11.1 Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 11.1.1 an employer may not fine or impose a levy on an employee or charge an employee a fee; and
- 11.1.2 an employer may not deduct any amount from an employee's wages, except an amount—
 - 11.1.2.1 required or permitted by law; or
 - 11.1.2.2 required or permitted by this or any other Collective Agreement.
- 11.1.3 an employee may authorise the employer to deduct an amount from the employee's wage for —
 - 11.1.3.1 a registered sick benefit, medical aid, pension or provident fund; and/or
 - 11.1.3.2 insurance, annuity, savings, or holiday schemes approved by the Council; and/or
 - 11.1.3.3 any other deduction authorised by the employee, as agreed to between the individual employee and the employer.

11.2 The authorisation referred to in clause 11.1—

- 11.2.1 must be in writing; and
- 11.2.2 does not apply to any fund or scheme established by the Council.

12. PAYMENT OF REMUNERATION

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 12.1 every employer must pay to an employee all the remuneration due to such employee each week, except, by written agreement, remuneration may be paid monthly;
- 12.2 payment may be made—
 - 12.2.1 in cash;
 - 12.2.2 by bank transfer
 - 12.2.3 by bank deposit; or
 - 12.2.4 by cheque;
- 12.3 payment must be accompanied by a payslip with the following details:
 - 12.3.1 the employer's name and address;
 - 12.3.2 the name, occupation, identity document number, clock number or payroll number of the employee;
 - 12.3.3 the employee's date of employment;
 - 12.3.4 the wage grade of the employee;
 - 12.3.5 the total ordinary hours worked;
 - 12.3.6 the overtime hours worked and the overtime rate;
 - 12.3.7 the rate of pay;
 - 12.3.8 any other payment due to the employee in accordance with the relevant Annexures in Part 2 of this Agreement;
 - 12.3.9 any shift premium;
 - 12.3.10 any long-service award;
 - 12.3.11 the deductions made and the reason for the deductions;
 - 12.3.12 the remuneration due;
 - 12.3.13 the period in respect of which payment is made; and
 - 12.3.14 the actual amount paid to the employee.
- 12.4 payment must be made—
 - 12.4.1 in respect of monthly-paid employees, during the last week of the month; or
 - 12.4.2 in respect of weekly-paid employees, within seven days of the week worked; or
 - 12.4.3 at any other time or period as specified in the relevant Annexures in Part 2 of this Agreement;

12.5 payment in cash must be made—

12.5.1 in an envelope;

12.5.2 during working hours or within 15 minutes of the end of the shift, or payment is made after that, the employee must be paid at the basic hourly rate for the time between the end of the shift and when payment is made; and

12.5.3 in respect of temporary employees, at the end of that temporary employee's employment in each week.

13. INSURANCE OF REMUNERATION

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

13.1 every employer must take out insurance to insure the remuneration of its employees in case of fire, and

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

C: HOURS OF WORK

14. ORDINARY HOURS OF WORK

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

14.1 an employer may not require or permit an employee to work more than—

14.1.1 45 ordinary hours in a week; and

14.1.2 eight ordinary hours in a day if an employee works more than five days in a week; or

14.1.3 nine ordinary hours in a day if the employee works five days or fewer in a week;

14.2 ordinary hours of work are exclusive of meal breaks unless specified to the contrary.

15. OVERTIME

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

15.1 an employer may not require or permit an employee to work more than three hours' overtime a day or 10 hours' overtime in a week;

15.2 overtime is calculated on a daily basis;

15.3 the minimum overtime rate payable to an employee is one and one half times the employee's wage rate for ordinary hours of work;

15.4 overtime may not be offset against short time.

16. MEAL AND OTHER INTERVALS

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

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

16.2 subject to the provisions of clause 16.3, no work may be performed during a meal interval;

16.3 during a meal interval the employee may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another employee;

16.4 an employee must be remunerated for a meal interval in which the employee is required to be available for work;

16.5 the meal interval is not part of the ordinary or overtime hours worked, except that any time worked by a security guard as a meal interval is part of that employee's ordinary or overtime hours;

16.6 intervals of less than 30 minutes are part of the ordinary or overtime hours of work;

16.7 intervals of longer than 1,25 hours are part of the ordinary hours of work;

16.8 every employee must be given at least two 10-minute rest breaks per shift and these rest breaks are part of ordinary time;

16.9 the 20 minutes allocated for the rest breaks may by agreement be—

16.9.1 added to the meal interval if less than 40 minutes; or

16.9.2 used to permit employees to leave work before the termination of the working day, without loss of pay.

17. PUBLIC HOLIDAYS

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

17.1 an employer may not require or permit employees to work on a public holiday except in accordance with an agreement;

- 17.2 the public holidays are the following:
- 17.2.1 January 1, New Year's Day;
 - 17.2.2 March 21, Human Rights Day;
 - 17.2.3 Good Friday;
 - 17.2.4 Family Day;
 - 17.2.5 April 27, Freedom Day;
 - 17.2.6 May 1, Workers' Day;
 - 17.2.7 June 16, Youth Day;
 - 17.2.8 August 9, National Women's Day;
 - 17.2.9 September 24, Heritage Day;
 - 17.2.10 December 16, Day of Reconciliation;
 - 17.2.11 December 25, Christmas Day;
 - 17.2.12 December 26, Day of Goodwill;
- 17.3 a public holiday may be exchanged for any other day by agreement;
- 17.4 if a public holiday falls on a Sunday, the following Monday must be a holiday;
- 17.5 if a public holiday falls on a day on which an employee would ordinarily work, an employer must pay—
- 17.5.1 an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;
 - 17.5.2 an employee who does work on the public holiday—
 - 17.5.2.1 at least double the amount referred to in clause 17.5.1; or
 - 17.5.2.2 if it is greater, the amount referred to in clause 17.5.1 plus the amount earned by the employee for the time worked on that day;
- 17.6 if an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to—
- 17.6.1 the employee's ordinary daily wage; plus
 - 17.6.2 the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method;
- 17.7 if an employer chooses not to work on any religious holiday other than a public holiday then the employee must be paid as if they had ordinarily worked on that day.

18. SUNDAYS

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 18.1 an employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and one half times the employee's wage for each hour worked;
- 18.2 if an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of clause 18.1 is less than the employee's ordinary daily wage, the employer must pay the employee the employee's ordinary daily wage;
- 18.3 if a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.

19. SHORT TIME

Provisions relating to short time are specified in the relevant Annexures in Part 2 of this Agreement.

20. EXCEPTIONS

The provisions concerning meal intervals, rest intervals and overtime in Section C (Hours Work) of Part 1 of this Agreement do not apply to employees engaged in work required as a result of a breakdown of machinery or plant or as a result of any other unforeseen emergency.

D. LEAVE

21. ANNUAL LEAVE

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 21.1 in this part, "annual leave cycle" means the period of 12 months' employment with the same employer immediately following—
 - 21.1.1 an employee's commencement of employment; or
 - 21.1.2 the completion of that employee's prior leave cycle;

- 21.2 an employer must grant an employee at least—
- 21.2.1 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle; or
 - 21.2.2 by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;
 - 21.2.3 by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid;
- 21.3 an employee is entitled to take leave accumulated in an annual leave cycle in terms of clause 21.2 on consecutive days;
- 21.4 an employer must grant annual leave not later than six months after the end of the annual leave cycle;
- 21.5 an employer may not require or permit an employee to take annual leave during—
- 21.5.1 any other period of leave to which the employee is entitled, or
 - 21.5.2 any period of notice of termination of employment;
- 21.6 notwithstanding clause 21.5, an employer must permit an employee, at the employee's written request, to take leave during a period of unpaid leave;
- 21.7 an employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle;
- 21.8 an employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked;
- 21.9 an employer may not require or permit an employee to work for the employer during any period of annual leave;
- 21.10 annual leave must be taken—
- 21.10.1 in accordance with an agreement between the employer and employee; or
 - 21.10.2 if there is no agreement in terms of clause 21.10.1, at a time determined by the employer in accordance with this section;
- 21.11 an employer may not pay an employee instead of granting paid leave in terms of this section except—
- 21.11.1 on termination of employment; or
 - 21.11.2 in accordance with section 40 (b) and (c) of the Basic Conditions of Employment Act, No. 75 of 1997.

22. SICK LEAVE

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 22.1 in this clause "sick leave cycle" means the period of 36 months' employment with the same employer immediately following—
- 22.1.1 an employee's commencement of employment; or
 - 22.1.2 the completion of that employee's prior sick leave cycle;
- 22.2 during every sick-leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks, and notwithstanding clause 22.2 during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked;
- 22.3 an employer must pay an employee the employee's basic daily wage for each day that the employee is entitled to paid sick leave;
- 22.4 an employer is not required to pay sick leave—
- 22.4.1 to an employee if both the employer and the employee have made a contribution to a fund or organisation that has guaranteed to pay the employee moneys in lieu of wages during times of incapacity;
 - 22.4.2 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;
 - 22.4.3 to an employee who has been absent from work for less than two days on more than two occasions in an eight week period.

23. MATERNITY LEAVE

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 23.1 subject to the provisions of this Agreement, a female employee who has continuously worked for the same employer for not less than one completed year as and when she commences her maternity leave will be entitled to maternity leave not exceeding six months for any one pregnancy;

- 23.2 such employee must, at least four weeks before commencement, notify her employer in writing of the date she intends to commence maternity leave, and the date she intends to return to work;
- 23.3 during the period of maternity leave all terms and conditions of employment under the employment contract will be suspended, except that—
- 23.3.1 where there is compliance with clause 23.1, service will be regarded as uninterrupted;
- 23.3.2 the employee will be entitled to receive a maternity benefit in accordance with this Agreement;
- 23.3.3 any annual leave due to the employee must be taken as part of the maternity leave;
- 23.4 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 identical or similar to, but not less favourable than, the one held prior to taking maternity leave;
- 23.5 a pregnant employee may commence maternity leave at any time from four weeks prior to her expected date of confinement, but may not work for six weeks after the birth of her child, unless it is certified by a medical practitioner that she is fit to do so;
- 23.6 employers must pay employees 33% of their basic weekly wage for four months and the remaining two months are to be unpaid;
- 23.7 each employer must guarantee the re-employment of the employee after the expiry of the maternity leave unless she has been selected for retrenchment on criteria agreed to between the employer and the trade union party to this Agreement;
- 23.8 the employer may hire an employee on a temporary basis to fill the employee's post until the employee returns and the trade union will not challenge the fairness of the termination of service of the temporary employee as a consequence of what is laid down in this section.

24. FAMILY RESPONSIBILITY LEAVE

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 24.1 An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days paid family responsibility leave, subject to—
- 24.1.1 notification of the birth of the employee's child or that the child is sick; and
- 24.1.1.1 submission of satisfactory proof of birth in the form of a birth certificate; or of the child's sickness; and
- 24.1.1.2 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;
- 24.1.2 in the event of death—
- 24.1.2.1 the death of an immediate family member (defined as own child/brother/sister/spouse/life partner/grandchild/parent or grandparent, including adoptive parent or child); and
- 24.1.2.2 submission of satisfactory proof of death in the form of a death certificate; and
- 24.1.2.3 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;
- 24.2 family responsibility leave is not accumulative;
- 24.3 payment of any benefit claimed in terms of this clause may be made only after compliance with these provisions.

E: EMPLOYEE BENEFITS

25. RETIREMENT FUND

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 25.1 all employers and employees must become members of a registered retirement fund agreed to between the parties, failing which they shall become members of the Textile Industry Provident Fund;
- 25.2 contributions by the employer and employee to such retirement fund must be in accordance with the relevant Annexures in Part 2 of this Agreement.

26. BURSARY SCHEME

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

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 26.1 every employer must pay to the Council an amount of 20 cents per week per SACTWU member;
- 26.2 payments must be made on or before the 15th day of the following month;

26.3 the Council will collate and collect all such payments and remit the total amount to SACTWU on a monthly basis.

27. FUNERAL BENEFITS

Funeral benefits shall be provided as stipulated in the relevant Annexures in Part of this Agreement.

28. PERSONAL PROTECTIVE EQUIPMENT

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

28.2 All personal protective equipment required by law or Collective Agreement—

28.2.1 must be provided free of charge to the employee, and

28.2.2 remains the property of the employer.

29. SACTWU HIV/AIDS PROJECT

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, for the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 10c (ten 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 employment as at 30 November of the previous year.

30. LEARNERSHIPS

Provisions relating to learnerships shall be as stipulated in the relevant Annexures in Part 2 of this Agreement.

F: TERMINATION OF CONTRACT OF EMPLOYMENT

31. TERMINATION OF CONTRACT OF EMPLOYMENT

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

31.1 an employer or employee who wants to terminate the contract of employment during the first six months of employment must give at least one week's notice;

31.2 an employer or employee who wants to terminate the contract of employment after six months of employment, but before the completion of twelve months of employment, must give at least two weeks' notice;

31.3 an employer or employee who wants to terminate the contract of employment after one year or more, must give at least four weeks' notice;

31.4 notice of termination must be given—

31.4.1 in writing;

31.4.2 outside any period of leave, except sick leave.

31.5 if the employer waives any part of the notice, the employer must pay the balance of the remuneration relevant to such notice period as referred to in clause 31.2 and 31.3;

31.6 if any employee fails to adhere to the provisions of this clause then the employer may deduct from any money that employer owes the employee, the employee's basic hourly wage for each hour he or she was away from work;

31.7 nothing in this part affects the right of an employer or an employee to terminate a contract of employment without notice for any justified cause recognised by law.

32. CERTIFICATE OF SERVICE

On termination of the contract of service the employer must provide the employee with a certificate of service stating—

32.1 the employee's full name;

32.2 the name and address of the employer;

32.3 a description of the Council and relevant subsector by which the employer's business is covered;

32.4 the date of commencement and date of termination of employment;

32.5 the title of the job and the grade or a brief description of the work for which the employee was employed at the date of termination;

32.6 the remuneration at the date of termination; and

32.7 if the employee so requests, the reason for termination of employment.

G: ORGANISATIONAL RIGHTS**33. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 33.1 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;
- 33.2 an employer who receives authorisation in terms of clause 33.1 must begin making the authorised deductions from the beginning of the following month;
- 33.3 every employer must pay the amount deducted to the Council by the 15th of the following month, accompanied by the schedule detailing—
 - 33.3.1 the name of the employer;
 - 33.3.2 the name of the members in respect of whom the deductions have been made;
 - 33.3.3 the amounts deducted; and
 - 33.3.4 the names of the members in respect of whom deductions have not been made and the reasons why;
- 33.4 an employee may revoke an authorisation given in terms of clause 33.1 by giving the employer and the trade union one month's written notice and such written notice must be given to the head office of the union;
- 33.5 an employer who receives a notice in terms of clause 33.4 must continue to make the authorised deductions until the notice period has expired.

34. TRADE UNION REPRESENTATION ON THE COUNCIL

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, every employer must give employee representatives participating on the Council every reasonable facility to attend to their duties arising from their work on the Council.

35. SHOP STEWARDS' RIGHTS AND FACILITIES

- 35.1 Shop stewards' rights and facilities shall be as specified in the relevant Annexures in Part 2 of this Agreement.
- 35.2 Notwithstanding clause 35.1 above, shop steward rights and facilities shall be no less favourable than those stipulated in employment law.
- 35.3 Where the provisions in the Annexures referred to in clause 35.1 above are silent on any shop steward right or facility, the relevant provisions stipulated in employment law shall be applicable.

H: GENERAL**36. LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

- 36.1 no person may take part in a strike or lockout or any conduct in contemplation or furtherance of a strike or lockout in respect of any dispute about the interpretation or application, including enforcement, of this Agreement; and
- 36.2 notwithstanding the provisions of clause 36.1, strikes and lockouts in respect of disputes about the alteration of the provisions of this Agreement are permitted, in terms of the provisions of the NTBC Constitution.

37. EXEMPTIONS

- 37.1 The Bargaining Council must determine its exemptions policy and process all exemption applications in terms of this policy.
- 37.2 All applications for exemption must be made in writing to the Secretary of the Bargaining Council, setting out relevant information, including—
 - 37.2.1 the provisions of the Agreement in respect of which exemption is sought;
 - 37.2.2 the persons in respect of whom the exemption is sought;
 - 37.2.3 the reasons why the exemption is sought;
 - 37.2.4 the nature and size of the business in respect of which the exemption is sought;
 - 37.2.5 the duration of the exemption sought;
 - 37.2.6 the business plan of the applicant seeking the exemption; and
 - 37.2.7 any other information the Council may prescribe from time to time.

- 37.3 An exemption application in respect of a term or provision of a Collective Agreement—
- 37.3.1 concluded in the Council that applies throughout the Textile Industry must be considered by an exemptions committee appointed by the Council;
 - 37.3.2 concluded in a subsector chamber must be considered by an exemptions committee whose members are appointed from the employers' organisation(s) and trade union(s) who participate in the subsector chamber or section.
- 37.4 An exemption committee appointed by the Council may request additional information from an applicant applying for exemption.
- 37.5 The Secretary must advise the applicant in writing of the decision of the exemptions committee within 45 days of receipt of the application, failing which the Bargaining Council shall be deemed to have refused the application for exemption.
- 37.6 Within thirty (30) days of the date of refusal of the exemption application, an affected party may refer the application, in writing, to the Independent Exemptions Committee established by the Council or Executive Committee to consider and decide the application.
- 37.7 The Independent Exemptions Committee established by the Bargaining Council shall consist of one independent person.
- 37.8 When considering an application for exemption, the Independent Exemptions Committee must consider—
- 37.8.1 whether the granting of the exemption will prejudice the objectives of the Bargaining Council or contravene the provisions of any labour legislation or Collective Agreements;
 - 37.8.2 the circumstances prevailing in the Textile Industry as a whole or the subsectors likely to be affected by the application;
 - 37.8.3 the nature and size of the business in respect of which the application is made;
 - 37.8.4 whether the duration of the exemption is for a limited or specified period;
 - 37.8.5 any representations made by the employees likely to be affected by the application;
 - 37.8.6 whether the business plan presented by the applicant demonstrates that the granting of the exemption will make a material difference to the longterm viability of the business in respect of which the exemption is sought;
 - 37.8.7 whether a refusal to grant an exemption will result in undue financial hardship to the applicant;
 - 37.8.8 whether the granting of the exemption will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
 - 37.8.9 whether the granting of the exemption will impact negatively on parity agreements; and
 - 37.8.10 Whether the granting of the exemption will impact negatively on local competitors who are complying with Collective Agreements.
- 37.9 The decision of the Independent Exemptions Committee shall be final and binding upon the applicant and the Bargaining Council.

38. ADMINISTRATION

- 38.1 The Council shall be responsible for the administration of this Agreement.
- 38.2 Subject to the powers and functions specifically granted to other structures in the NTBC Constitution, the Council may issue guidelines and/or make policies regarding the implementation of this Agreement, which guidelines and or policies shall be binding on all employees and employers who fall under the registered scope of the Bargaining Council.
- 38.3 The Council may appoint designated agents in accordance with the Act to monitor and enforce the provisions of this Agreement.
- 38.4 All payments to the Council must be accompanied by the remittance advice forms prescribed by the Council, together with all other information required by the Council.

39. DESIGNATED AGENTS

- 39.1 The Council may request the Minister of Labour to appoint one or more specified persons as designated agents to assist in enforcing the terms of this and other Agreements of the Council.
- 39.2 A designated agent may—
 - 39.2.1 secure compliance with the Council's Collective Agreements by—
 - 39.2.1.1 publicising the contents of the Agreements;
 - 39.2.1.2 conducting inspections;
 - 39.2.1.3 investigating complaints;

- 39.2.1.4 investigating means of conciliation;
- 39.2.1.5 issuing a compliance order requiring any person bound by this Agreement to comply with this Agreement within a specified period; or
- 39.2.1.6 using any other means the Council may adopt;
- 39.2.2 perform any other functions that are conferred or imposed on the agent by the Council.
- 39.3 A designated agent must report all disputes concerning compliance with any provision of this and any other Agreements of the Council to the Secretary of the Council or his/her appointee.
- 39.4 Within the registered scope of the Council, a designated agent of the Council has all the following powers:
 - 39.4.1 A designated agent may, without warrant or notice at any reasonable time, enter any workplace or any other place where an employer carries on business or keeps employment records, that is not a home, in order to monitor or enforce compliance with a Collective Agreement concluded in the Council.
 - 39.4.2 A designated agent may only enter a home or any place other than a place referred to in clause 39.4.1—
 - 39.4.2.1 with the consent of the owner or occupier; or
 - 39.4.2.2 if authorised to do so by the Labour Court in terms of clause 39.4.3;
 - 39.4.3 The Labour Court may issue an authorisation contemplated in clause 39.4.2.2 only on written application by a designated agent who states under oath or affirmation the reasons for the need to enter a place, in order to monitor or enforce compliance with a Collective Agreement concluded in the Council.
 - 39.4.4 If it is practicable to do so, the employer and a trade union representative must be notified that the designated agent is present at a workplace and be given the reason for the designated agent's presence. The Council may develop a policy to give further effect to this provision.
 - 39.4.5 In order to monitor or enforce compliance with a Collective Agreement a designated agent may—
 - 39.4.5.1 require a person to disclose information, either orally or in writing, and either alone or in the presence of witnesses, on a matter to which a Collective Agreement relates, and require that disclosure to be under oath or affirmation;
 - 39.4.5.2 inspect and question a person about any record or document to which a Collective Agreement relates;
 - 39.4.5.3 copy any record or document referred to in clause 39.4.5.2 or remove these to make copies or extracts;
 - 39.4.5.4 require a person to produce or deliver to a place specified by the designated agent any record or document referred to in clause 39.4.5.2 for inspection;
 - 39.4.5.5 inspect, question a person about, and if necessary remove, an article, substance or machinery present at a place referred to in clause 39.4.5.1 and 39.4.5.2;
 - 39.4.5.6 question a person about any work performed; and
 - 39.4.5.7 perform any other described function necessary for monitoring or enforcing compliance with a Collective Agreement;
 - 39.4.5.8 perform any other function necessary in the execution of their functions as prescribed by the Council and/or the provisions of employment law.
 - 39.4.6 A designated agent may be accompanied by an interpreter and any other person reasonably required to assist in conducting an inspection.
 - 39.4.7 A designated agent must—
 - 39.4.7.1 produce on request a copy of the authorisation referred to in clause 39.4.3;
 - 39.4.7.2 provide a receipt for any record or document removed in terms of clause 39.4.5, and return any removed record, document or item within a reasonable period.
 - 39.4.8 Any person who is questioned by a designated agent in terms of clause 39.4.5.2 must answer all questions lawfully put to that person truthfully and to the best of that person's ability.
 - 39.4.9 An answer by any person to a question by a designated agent in terms of this clause may not be used against that person in any criminal proceedings, except proceedings in respect of a charge of perjury or making a false statement.
 - 39.4.10 Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.

- 39.4.11 The Council may apply to the Labour Court for an appropriate order against any person who—
- 39.4.11.1 refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability; or
 - 39.4.11.2 refuses or fails to comply with any requirement of the designated agent in terms of this clause; or
 - 39.4.11.3 hinders the designated agent in the performance of the agent's functions in terms of this clause; and
 - 39.4.11.4 for the purposes of this clause, a Collective Agreement shall be deemed to include any basic condition of employment which constitutes terms of a contract of employment in terms of section 49 (1) of the Basic Conditions of Employment Act No. 75 of 1997.

40. COUNCIL LEVIES

Unless otherwise specified in the relevant Annexure in Part 2 of this Agreement—

- 40.1 each employer must deduct a Bargaining Council levy of R1 per week from the salary/wage of each employee;
- 40.2 employers must pay to the Bargaining Council an amount equivalent to that deducted from all its employees;
- 40.3 every employer must pay the amounts referred to in clause 40.1 and 40.2 to the Bargaining Council before the 15th day of the following month;
- 40.4 of this Council levy received, an amount of 10 cents per side shall be allocated to the relevant subsectors and or sections for purposes of assisting in the financing of wage negotiation expenses and this 10 cent cost entitlement shall be transferred to the respective parties on a quarterly basis subject to Council approved conditions.

41. CLOSED SHOP

Unless otherwise specified in the relevant Annexure in Part 2 of this Agreement—

- 41.1 the closed shop shall be applicable to bargaining unit employees;
- 41.2 current employees who were not members of the trade union at the time that the closed shop became effective shall not be required or compelled, by virtue of the provisions of this clause, to become members of the trade union;
- 41.3 for the purposes of this section of this Agreement, no union membership subscription or levy deducted in consequence thereof may be—
 - 41.3.1 paid to a political party as an affiliation fee;
 - 41.3.2 contributed in cash and kind to a political party or a person standing for election to any political office; or
 - 41.3.3 used for any expenditure that does not advance or protect the socio-economic interests of employees;
- 41.4 all other provisions relating to the closed shop not covered by the provisions of this section shall be as per the relevant provisions of section 26 of the Labour Relations Act, No. 66 of 1995.

42. TRADE UNION AGENCY SHOP

Unless otherwise specified in the relevant Annexure in Part 2 of this Agreement—

- 42.1 a trade union agency fee shall be applied by an employer to all bargaining unit employees who, although eligible to be members of the trade union, are not members of the trade union;
- 42.2 the trade union agency fee shall also be applicable to those employees in respect of whom wages are prescribed in this Agreement who are not members of the trade union because the closed shop does not apply to them;
- 42.3 all employers shall deduct the trade union agency fee from the wages of all employees to whom clause 42.1 and 42.2 apply;
- 42.4 such trade union agency fee amounts deducted from any non-union members' wages shall be paid over by the employer to the Bargaining Council by the 15th day of the following month, together with a schedule detailing the names of employees and the amounts deducted;
- 42.5 moneys paid to the Council in terms of clause 42.1 and 42.2 of this Agreement shall be paid over the trade union monthly;
- 42.6 no trade union agency fee deducted may be—
 - 42.6.1 paid to a political party as an affiliation fee;
 - 42.6.2 contributed in cash or kind to a political party or a person standing for election to any political office ; or

- 42.6.3 used for any expenditure that does not advance or protect the socio-economic interests of employees;
- 42.7 no employee who is covered by the provisions of this Agreement will be compelled to become a member of the trade union by virtue of this agency shop agreement;
- 42.8 all other provisions relating to the agency shop not covered by the provisions of this clause shall be as per the relevant provisions of section 25 of the Labour Relations Act, No. 66 of 1995.
- 43. EMPLOYER AGENCY SHOP**
Employer agency shop provisions shall be as per the relevant Annexure in Part 2 of this agreement.
- 44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**
- 44.1 If any amount that is payable to the Council in terms of this Agreement is not paid by the stipulated date—
- 44.1.1 interest will accrue on that amount from the stipulated date of payment;
- 44.1.2 the employer will become liable for any legal costs incurred by the Council for recovery of the amounts due;
- 44.2 the interest referred to in clause 44.1 is the interest prescribed from time to time in terms of the Prescribed Rate of Interest Act, 1976;
- 45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**
Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—
- 45.1 every new employer entering the Industry must within one month from the start of business send the following particulars to the Secretary of the Council:
- 45.1.1 The employer's name and address;
- 45.1.2 the business's name and address;
- 45.1.3 the date of the start of business;
- 45.1.4 the nature of the business and product made;
- 45.1.5 an application for membership of the Textile Industry Provident Fund, subject to the provisions of clause 25.1;
- 45.2 Each employer must submit statistical and information returns in the prescribed formats by the required date as determined by the Council from time to time;
- 45.3 the Secretary of the Council must keep a register of all known employers engaged in the Industry.
- 46. EXHIBITION OF AGREEMENT**
Every employer must make this Agreement available to employees in the place of work.
- 47. DISPUTES**
All disputes shall be dealt with as per the provisions of Annexure B in Part 1 of this Agreement.
- 48. EXISTING AGREEMENTS**
Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—
- 48.1 the parties acknowledge and recognise that all previously concluded Agreements, the contents of which are not specifically dealt with in this Agreement, will continue to be binding on the parties to such Agreements;
- 48.2 all conditions applicable at the various participating employers will, where they are more favourable than those concluded in this Agreement, remain in full force and effect;
- 48.3 the provisions of this Agreement shall only be amended through collective bargaining between the parties;
- 49. OTHER CONDITIONS OF EMPLOYMENT**
All other terms and conditions of employment shall be as specified in the relevant Annexures in Part 2 of this Agreement or as prescribed in law.
- 50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**
Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—
- 50.1 this Agreement shall remain in force until 31 December 2008, provided that the parties to the Bargaining Council shall annually negotiate through collective bargaining amendments to this Agreement, unless they agree to negotiate at different intervals, provided further that no amendment(s) shall take effect before the effective date of such amendments as agreed to by the parties;
- 50.2 the parties to the Bargaining Council, and in the event of this Agreement being extended to non-party employers and their employees in accordance with the provisions of clause 1.2 of Part 1 of this Agreement, shall have the right to pursue industrial action within establishments bound by the provisions of this Agreement, in compliance with the Act after utilizing applicable procedures set out in the NTBC Constitution, in the event of Agreement not being reached on any issue in negotiations at the Bargaining Council, on wages and other substantive issues designed to replace or amend the remuneration and/or other substantive provisions of this Agreement;

50.3 the reference to negotiations in clause 50.2 above shall mean negotiations as contemplated in clause 50.1 above;

50.4 section 65 (3) of the Act shall not render industrial action as contemplated in clause 50.2 above unprocedural.

51. DEFINITIONS

As per Annexure A of Part 1 of this Agreement.

ANNEXURE A

DEFINITIONS

In this Agreement, unless otherwise specified in the relevant Annexures in Part 2 of this Agreement—

"The Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995);

"Agreement" includes a Collective Agreement;

"bargaining council" means the National Textile Bargaining Council as described in its constitution;

"bargaining unit" means all employees whose wages and conditions of employment are prescribed in the Agreement;

"CCMA" means the Commission for Conciliation, Mediation and Arbitration, established in terms of section 112 of the Labour Relations Act.

"chairperson" means the Chairperson of the Council who, by virtue of that office, is also the Chairperson of the Executive Committee;

"closed shop" means a workplace where all new bargaining unit employees, inclusive of all temporary contract employees, shall become members of SACTWU no later than 30 days after the commencement of employment, and where no employer shall continue to employ an employee unless that employee has become a member of SACTWU within 30 days after the date of commencement of employment, and where current employees who were already members of the trade union at the time that the closed shop ballot was conducted, shall remain members of the trade union as long as the closed shop remains effective;

"council" means the Council of the Bargaining Council established in terms of clause 7 of the National Textile Bargaining Council constitution;

"day" or "days" means a period of 24 hours measured from the time when the employee normally commences work and "daily" has a corresponding meaning except, for all time periods referred to in the NTBC Constitution, a "day" or "days" shall mean a calendar day and the first day is excluded and the last day is included and the last day of any period must be excluded if it falls on a Saturday, Sunday, public holiday or on a day during the period between 16 December to 7 January;

"deputy chairperson" means the Deputy Chairperson of the Council who, by virtue of that office, is also the Deputy Chairperson of the Executive Committee;

"employee representative" means any representative, including but not limited to a shop steward, appointed in that capacity by a trade union which is party to the Council;

"employer representative" means any representative appointed in that capacity by an employers' organisation which is party to the Council;

"employment law" means the Labour Relations Act and any other Act the administration of which has been assigned to the Minister, and includes any of the following Acts:

- (a) The Unemployment Insurance Act, 2001 (Act No. 63 of 2001);
- (b) the Skills Development Act, 1998 (Act No. 97 of 1998);
- (c) the Employment Equity Act, 1998 (Act No. 55 of 1998);
- (d) the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993); and
- (e) the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);

"executive committee" means the Executive Committee established in terms of clause 11 of the National Textile Bargaining Council Constitution;

"grade" means a job grade as determined by the relevant structures of the Bargaining Council from time to time;

"Industry" means the Textile Industry, as defined in the National Textile Bargaining Council's scope of registration;

"medical practitioner" means a person entitled to practice as a medical practitioner in terms of section 17 of the Health Professions Act, 1974 (Act No. 56 of 1974), or any other person, including a traditional healer, who is certified to diagnose and treat patients and who is registered with the Professional Council established by an Act of Parliament;

"minimum wage" means the minimum rate of pay prescribed in the relevant Annexures in Part 2 of this Agreement;

"NTBC Constitution" means the certified constitution of the National Textile Bargaining Council, as amended from time to time;

"ordinary hours of work" means the hours of work permitted in terms of clause 14 of this Agreement.

- "overtime" means the time that an employee works during a day, or a week, in excess of ordinary hours of work;
- "secretary" means the Secretary of the Council;
- "shift" means any one continuous period of work, whether it be a day, an afternoon or a night shift;
- "subsector" or "section" means the subsectors or sections as set out in Schedule 2 of the National Textile Bargaining Council Constitution;
- "temporary employee" means an employee who is employed in a temporary capacity for a fixed period on contract;
- "this Agreement" means Part 1 and Part 2 of this document;
- "trade union agency fee" means a wage deduction equivalent to the amount of the trade union subscriptions less the cost of any insured benefit included in the trade union subscription.

ANNEXURE B

DISPUTES

A. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF AGREEMENT

Unless otherwise provided in the NTBC Constitution, any dispute concerning the interpretation or application of this Agreement within the registered scope of the Council must be resolved as set out below:

1. The Secretary of the Council shall at any time require a designated agent to monitor compliance with the provisions of the Agreement.
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.
3. The Secretary of the Council shall require a designated agent to investigate the dispute.
4. The designated agent shall 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 such Agreement through conciliation.
5. The designated agent must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
6. If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of an Agreement, the agent—
 - 6.1 must investigate the alleged breach;
 - 6.2 must endeavour to secure compliance with the Agreement; and
 - 6.3 must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
7. On receipt of the report, the Secretary may—
 - 7.1 require the designated agent to make further investigations;
 - 7.2 appoint a conciliator from the Council's panel of conciliators if further conciliation is indicated;
 - 7.3 refer the dispute for conciliation to the Disputes Committee of the Council;
 - 7.4 issue a compliance order; or
 - 7.5 refer the dispute to arbitration in terms of this Agreement.
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.
9. If a compliance order is issued, that order must be served on the party allegedly in breach of this Agreement.
10. The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days of service of the order.
11. If a party objects, the Secretary may take any of the steps referred to in clause 7, except the issuing of another compliance order.
12. If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.
13. If the dispute is referred to arbitration the Secretary must appoint an arbitrator from the panel of arbitrators.
14. The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.
15. The Secretary must serve notice of the date, time and venue of the arbitration on—
 - 15.1 the parties to the dispute;

- 15.2 any person who may have a legal interest in the outcome of the arbitration.
16. The arbitrator must—
- 16.1 endeavour to conciliate the dispute; and
- 16.2 if the dispute remains unresolved, resolve the dispute through arbitration.
17. The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the disputes with the minimum of legal formalities, and in terms of the rules adopted by Council.
18. Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
19. The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.
20. In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, or by a member, office-bearer or official of that party's trade union or employer's organisation and, if the party is a juristic person, by a director or employee.
21. If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
22. If a party, other than the party who referred the dispute to the Council, fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may—
- 22.1 continue with the arbitration proceedings in the absence of that party; or
- 22.2 adjourn the arbitration proceedings to a later date.
23. The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that—
- 23.1 a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
- 23.2 the dispute is capable of being determined by written evidence only;
- 23.3 the dispute is about the interpretation or enforcement of the Agreement; or
- 23.4 the parties to the dispute agree thereto
24. Notwithstanding the provisions of clause 19, the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that—
- 24.1 the parties have been properly served; and
- 24.2 it is appropriate in the circumstances to do so.
25. Within 14 days of the conclusion of the arbitration proceedings—
- 25.1 the arbitrator must issue an arbitration award, with reasons signed by the arbitrator; and
- 25.2 the council must serve a copy of that award on each party to the dispute.
26. On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
27. An arbitrator may make any appropriate award, including an order for costs, that gives effect to the Agreement.
28. An arbitrator may at his/her own initiative or as a result of an application by an affected party, vary or rescind an award—
- 28.1 Erroneously sought or made in the absence of any party affected by the award;
- 28.2 in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
- 28.3 granted as a result of a mistake common to the parties to the proceedings.
29. The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.
30. The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a Collective Agreement.

B. OTHER DISPUTES

Other disputes shall be dealt with in terms of the dispute provisions of the NTBC Constitution.

PART 2

ANNEXURE C

WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR

A: APPLICATION

1. SCOPE OF APPLICATION

- 1.1 As per the provisions of clause 1.1 and 1.1.1 of Part 1 of this Agreement.
1.2 As per the provisions of clause 1.2 of Part 1 of this Agreement.

2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

3. EXCEPTIONS

As per the provisions of clause 3 of Part 1 of this Agreement.

B: REMUNERATION

4. MINIMUM WAGES

- 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 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	67 cents per hour
A2 0-3 months	67 cents per hour
4-6 months	67 cents per hour
Qualified	68 cents per hour
A3	69 cents per hour
B1 0-6 months	70 cents per hour
7-12 months	70 cents per hour
Qualified	71 cents per hour
B2 0-6 months	70 cents per hour
7-12 months	71 cents per hour
Qualified	72 cents per hour
B3 0-6 months	74 cents per hour
7-12 months	75 cents per hour
Qualified	78 cents per hour
B4	81 cents per hour

CLOTHING ACCESSORIES:

Grade	Increase
A1	60 cents per hour
A2	61 cents per hour
A3	62 cents per hour

Grade	Increase
B1.....	64 cents per hour
B2.....	65 cents per hour
B3.....	68 cents per hour
B4.....	73 cents per hour
B5.....	78 cents per hour

4.2.2 The minimum hourly wage rate shall be as follows:

WOVEN AND CROCHET:

Grade	Hourly rate of pay
A1.....	R14,01
A2 0-3 months.....	R14,09
4-6 months.....	R14,14
Qualified.....	R14,25
A3.....	R14,46
B1 0-6 months.....	R14,62
7-12 months.....	R14,74
Qualified.....	R14,92
B2 0-6 months.....	R14,76
7-12 months.....	R14,96
Qualified.....	R15,00
B3 0-6 months.....	R15,52
7-12 months.....	R15,72
Qualified.....	R15,90
B4.....	R16,92

CLOTHING ACCESSORIES:

Grade	Hourly rate of pay
A1.....	R12,60
A2.....	R12,84
A3.....	R13,01
B1.....	R13,41
B2.....	R13,55
B3.....	R14,28
B4.....	R15,24
B5.....	R16,35

4.2.3 BRAIDING

All employees in the braiding departments and/or companies shall receive a wage increase of 5% on the employees' actual earnings limited to the monetary amount of a Grade A1 Woven Crochet-gazetted hourly rate increase set out in the tables in clause 4.2.1 above, up to a maximum of 87c per hour. The parties will negotiate the wage rates and other terms and conditions of employment applicable to braiding employees (as contemplated in this clause) for the period starting 1 September 2007.

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 one of employment.....	25% below the hourly gazetted rate
Year two of employment.....	15% below the hourly gazetted rate
Year three of employment.....	8% below the hourly gazetted rate
Year four of employment.....	Normally 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.

4.5 THE GRADING SYSTEM IN THE SUBSECTOR IS AS FOLLOWS:

GRADES AND JOB TITLED FOR CLOTHING ACCESSORIES

GRADE 1.....	A1	GENERAL WORKER LABOURER SORTER VAN GUARD WATCHMAN CANVAS OPENER SHUTTLE FILLER
GRADE 2.....	A2	ROLLER/SPOOLER/CASCADE/MAKE UP WORKER/STRIP ROLLER LABEL CUTTER FINISHER DESPATCH PACKER FEEDER PRE-INSPECTOR/EXAMINER TABLE HAND SINGLE SET STITCHER/STITCHER BOW MAKER CROSS CUTTER COTTON WINDER
GRADE 3.....	A3	FACTORY CLERK MECHANIC'S ASSIT. DOUBLE SET STITCHER
GRADE 4.....	(B1)	LABORATORY ASSIT. FABRIC CUTTER/FABRIC STITCHER/MANUAL CUTTER/AUTO CUTTER SLOTTER BIAS-MACHINE OPERATOR EMBROIDERY SAMPLER EMBROIDERY MACHINE MINDER

GRADE 5.....	(B2)	DRIVER HANDYMAN CLERK SET LEADER EMBROIDERY FIXER EMBROIDERY BADGE CUTTER
GRADE 6.....	(B3)	Q.CONTROLLER PLANNER/PLANNING CLERK STOREMAN EMBROIDERY MACHINE SETTER
GRADE 7.....	(B4)	MECHANIC ARTIST
GRADE 8.....	(B5)	SUPERVISOR PUNCH OPERATOR

GRADES AND JOB TITLES FOR NARROW FABRICS

GRADE 1.....	(A1)	GENERAL WORKER LABOURER SORTER VAN GUARD WATCHMAN
GRADE 2.....	(A2)	ROLLER/SPOOLER/CASCADER/MAKE-UP WORKER LABEL CUTTER FINISHER DESPATCH PACKER FEEDER PRE-INSPECTOR KNOTTER DOFFER/CREEL ATTENDANT ASSIT. WARPERS ASSIT. WINDER
GRADE 3.....	(A3)	FACTORY CLERK MECHANIC'S ASSIT.
GRADE 4.....	(B1)	WARPERS WINDER ASSISTANT Q. CONTROLLER ASSIT. LOOM TUNER LABORATORY ASSIT. ASSIT. WEAVING MACH. OPERATOR
GRADE 5.....	(B2)	KNITTING MACHINE OPERATOR WEAVING MACHINE OPERATOR DYE-HOUSE OPERATOR COVERING/TEXTURISING MACH. OPERATOR DRIVER DYER'S ASSIT. HANDYMAN CLERK
GRADE 6.....	(B3)	LOOM CHANGER/TUNER/MACH. SETTER Q.CONTROLLER PLANNING CLERK STOREMAN

GRADE 7.....	(B4)	MECHANIC SHIFT DYER
GRADE 8.....	(B5)	SUPERVISOR

THE DEFINITION OF THE VARIOUS JOB TITLES IS AS FOLLOWS:

ARTIST

means an employee who designs and draws patterns so that they can then be transposed by the punch operator.

ASSISTANT LOOM TUNER

means an employee engaged in assisting the loom tuner. This includes gaiting.

ASSISTANT QUALITY CONTROLLER

means an employee engaged in assisting the quality controller.

ASSIT. WARPER

means an employee who assists a warper.

ASSIT. WEAVING MACHINE OPERATOR

means an employee engaged in assisting the weaving machine operator.

ASSIT. WINDER

means an employee who assists a winder or a winding machine operator.

AUTOMATIC CUTTER

means an employee who operates an automatic cutting machine.

BIAS MACHINE OPERATOR

means an employee who operates a biasing machine which converts tubular fabric into biased rolls.

BOW MAKER

means an employee who is involved in the making of bows either by hand or on a machine.

CANVAS OPENER

means an employee who opens canvases after the fabric has come off the Schiffli embroidery machine.

CLERK

means an employee who is engaged in—

- (a) writing, typing and filing;
- (b) operating a calculating, or a punch-card machine, or a computer;
- (c) any other form of clerical work;

and includes a cashier, despatch clerk, mannequin, storeman, telephone switchboard operator and work-study clerk but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work.

COTTON WINDER

means an employee who operates a cotton winding machine.

COVERING/TEXTURISING MACHINE OPERATOR

means an employee who operates a covering machine or texturising machine.

CROSS CUTTER

means an employee who operates a cross-cutting machine.

DESPATCH PACKER

means an employee engaged in making up parcels, cartons or bales in readiness for transport, delivery or post.

DOFFER/CREEL ATTENDANT

means an employee engaged in replacing raw material and then knotting onto trailing end.

DOUBLE-SET STITCHER

means an employee who performs the function of straight-line stitching on a sewing machine on more than a single set.

DRIVER

means an employee engaged in driving a motor vehicle, scooter or fork lift, and for the purposes of this definition, driving a motor vehicle includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all the periods during which he is obliged to remain at his post in readiness to drive.

DYE-HOUSE OPERATOR

means an employee who operates a dye-house machine.

DYERS ASSIST.

means an employee who under the supervision of a dyer, is responsible for the mixing of colours and/or formulae and who may attend or operate the machines used in dyeing and finishing processes.

EMBROIDERY-BADGE CUTTER

means an employee who checks badges and motifs for damage and who cuts out the badges.

EMBROIDERY FIXER

means an employee who operates a single needle embroidery machine and repairs any damage to the embroidery caused by the Schifflli production machines.

EMBROIDERY-MACHINE MINDER

means an employee who operates a Schifflli embroidery machine.

EMBROIDERY-MACHINE SETTER

means an employee engaged in setting a Schifflli machine according to specifications.

EMBROIDERY SAMPLER

means an employee who aids the sample coordinator by cleaning samples and packing samples and who liaises with the costing department.

FABRIC CUTTER

means an employee who operates a circular blade cutting machine.

FABRIC STITCHER

means an employee who operates an overlock sewing machine and sews canvas onto the fabric so that it can go onto the Schifflli embroidery machine.

FACTORY CLERK

means an employee who is engaged in one or more of the following activities:

- (a) Calculating piece-work or bonus payments from production schedules;
- (b) checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by another employee;
- (c) checking or recording for production control;
- (d) copying invoices or other documents by machine or hand;
- (e) issuing machine parts, tools, oil and other equipment from workshop store and/or recording same;
- (f) issuing material, lining, canvas, trimming, buttons, cotton and zips to different departments of an establishment and/or recording same;
- (g) issuing trimming, lining, cotton and zips to employees of an establishment from a sub-store and/or recording same;
- (h) receiving into stock, goods, material, trimming, tools and other equipment and checking goods ordered, such as quantity, size and quality;
- (i) recording particulars of materials or general stores consumed or to be consumed or keeping stock records;

(f) recording particulars of waste:

Provided that a calculator may be used in carrying out one or more of the above duties.

FEEDER

means an employee who is engaged in minding/feeding/rethreading raw material into machine on a continuous process and who may be involved in loading dye machines.

FINISHER

means an employee responsible for feeding/minding a finishing process, e.g. heat tunnel, drum machine, callendering and/or continuous dye range.

GENERAL WORKER

means an employee who is engaged in one or more of the following activities:

- (a) Carrying, moving or stacking articles;
- (b) delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (c) folding and/or inserting mail, affixing postage stamps or labels for posting;
- (d) making tea or similar beverages, snacks or sandwiches and washing cups, saucers and kitchen utensils;
- (e) marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;
- (f) opening or closing doors, unpacking boxes, packages, bales containers;
- (g) operating a duplicating and/or addressograph and/or franking machine.

HANDYMAN

means an employee, other than a mechanic, who makes repairs or adjustments or effects renovations to buildings, fixtures, fittings, plant, machinery and other equipments.

KNITTING MACHINE OPERATOR

means an employee who operates one or a set of knitting machines and who is capable of identifying faults, changing needles, sliders and sinkers, straightening tricks, including chain and card control and making minor adjustments to such items as yarn tensions when necessary.

KNOTTER

means an employee who is engaged in replacing beams and knotting warp ends onto trailing ends.

LABEL CUTTER

means an employee who is engaged in sorting and cutting labels either manually or by means of a label-cutting machine.

LABORATORY ASSISTANT

means an employee who prepares samples and analyses products and who may make initial and routine tests and record the results thereof.

LABOURER

means an employee who is engaged in one or more of the following activities:

- (a) Binding, wiring or strapping boxes or bales or other containers;
- (b) cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;
- (c) fitting and mending machine belts; cleaning, oiling and greasing machines; moving tools, equipment and machines; changing needles; cleaning cotton and/or cloth from underneath throat plate;
- (d) general gardening work;
- (e) loading or unloading vehicles; trailers or international standard containers.

LOOM CHANGER/TUNER/MACHINE SETTER

means an employee who is engaged in drawing in loom according to specification, placing heels, droppers and final setting of the machine.

MANUAL CUTTER

means an employee who operates a manual cutting machine.

MECHANIC

means an employee who is engaged in the operation, maintenance, rebuilding and refitting of machines and who is proficient in making repairs or adjustments to machinery or equipment used directly in the manufacture of products of an establishment.

MECHANIC'S ASSIST.

means a person who is engaged in assisting the mechanic in maintaining plant machinery and who may be involved in assisting with minor repairs, general stripping and assembling of machines.

PLANNING CLERK/PLANNER

means an employee who is responsible for the administration and planning of production in the factory.

PRE-INSPECTOR/EXAMINER

means an employee who is engaged in inspecting and/or measuring products during the manufacturing process.

PUNCH OPERATOR

means an employee who works on the card-punching machine which transposes the designs for Schiffli machines onto jacquard cards.

QUALITY CONTROLLER

means an employee, other than a pre-inspector, who carries responsibility for quality control in a factory ensuring that the quality of any product, whether in a finished or unfinished state, meets the standard of quality determined by the employer.

ROLLER/SPOOLER/CASCADER/MAKE-UP WORKER/STRIP ROLLER

means an employee who is engaged in transferring fabric/yarn onto rolls, spools or into cartons.

SET LEADER

means an employee who is responsible for the work executed by the employees in a set or team under his charge and who takes an active part in the operation of a set.

SHUTTLE FILLER

means an employee who fills the shuttles with yarn for the Schiffli embroidery machine.

SINGLE-SET STITCHER

means an employee who performs the function of straight-line stitching on a sewing or tubing machine on a single set.

SLOTTER

means an employee who operates a slotting machine.

SORTER

means an employee who is engaged in sorting out for various operations.

STITCHER

means an employee who operates a lock-stitch machine sewing fabric together so that it can go through the shearing machine.

STOREMAN

Means an employee who is in general charge of stores and/or finished products and who is responsible for receiving, controlling, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch.

SUPERVISOR

Means an employee who supervises a group of employees and carries the responsibility for the correct and efficient execution of the work entrusted to the care of such employee in a factory or a department of a factory.

TABLE HAND

Means an employee involved in the laying up and cutting of broad width fabric.

VAN GUARD

Means an employee who accompanies the driver and assists in loading and dispatching goods, obtaining receipts and general duties pertaining to the vehicle.

WAPER

Means an employee who prepares warps from cones or bobbins for a warp-knitting or similar machine and prepares the beam.

WATCHMAN

Means an employee who is engaged in guarding premises, buildings or other property.

WEAVING-MACHINE OPERATOR

Means an employee who operates one or a set of weaving machines and who is capable of identifying faults, changing needles, sliders and sinkers, straightening tricks, including chain and card control and making minor adjustments to such items as yarn tensions when necessary.

WINDER

Means an employee who is engaged in operating a yarn-winding machine.

5. CALCULATION OF WAGES

As per the provisions of clause 5 of Part 1 of this Agreement.

6. SHIFT ALLOWANCE

For the purposes of this subsector a shift allowance means a night-shift allowance, paid as follows:

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

7. LONG-SERVICE AWARD

7.1 Every employer must pay each employee a long-service award in addition to the wage prescribed in clause 4 above.

7.2 The long service award is—

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

8. ANNUAL BONUS

8.1 Every employer must pay each employee an annual bonus of 4.5% of his/her gross annual earnings calculated in terms of clause 8.2 (below) prior to the annual shutdown and 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.

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.

9. CHANGE IN OCCUPATION

If an employer requires or permits an employee to work in an occupation or at a skill level in respect of which a higher wage is prescribed, the employer must pay that employee on a pro rata basis for the ordinary hours of work at the higher wage.

10. TEMPORARY EMPLOYEES

As per the provisions of clause 10 of Part 1 of this Agreement.

11. DEDUCTIONS

As per the provisions of clause 11 of Part 1 of this Agreement.

12. PAYMENT OF REMUNERATION

The provisions of clause 12 of Part 1 of this Agreement shall apply, subject to the following:

12.1 Every employer must pay to an employee all the remuneration due to such employee each week. By agreement remuneration may be paid monthly.

12.2 As per the provisions of clause 12.2 of Part 1 of this Agreement, subject to the following addition:

"12.2.3 by bank deposit; or to a registered financial institution".

12.3 As per the provisions of clause 12.3 of Part 1 of this Agreement, subject to the following addition:

"12.3.15 productivity or incentive pay".

12.4 As per the provisions of clause 12.4 of Part 1 of this Agreement, subject to the following addition:

"12.4.2 In respect of weekly-paid employees, within eight days of the week worked; or".

12.5 As per the provisions of clause 12.5 of Part 1 of this Agreement.

13. INSURANCE OF REMUNERATION

As per the provisions of clause 13 of Part 1 of this Agreement.

C: HOURS OF WORK

14. ORDINARY HOURS OF WORK

The provisions of clause 14 of Part 1 of this Agreement shall apply, subject to the following:

14.1 An employer may not require or permit an employee, other than a security guard, to work more than—

14.1.1 44 ordinary hours in a week; and

14.1.2 as per the provisions of clause 14.1.2 of Part 1 of this Agreement;

14.1.3 nine ordinary hours in a day if the employee works five days in a week.

14.2 As per the provisions of clause 14.2 of Part 1 of this Agreement.

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

15. OVERTIME

The provisions of clause 15 of Part 1 of this Agreement shall apply, subject to the following addition:

15.1 As per the provisions of clause 15.1 of Part 1 of this Agreement.

15.2 As per the provisions of clause 15.2 of Part 1 of this Agreement.

15.3 As per the provisions of clause 15.3 of Part 1 of this Agreement.

15.4 As per the provisions of clause 15.4 of Part 1 of this Agreement.

15.5 Aggregation of overtime:

15.5.1 Employees shall only qualify for the payment of overtime rates, once they have worked their full normal weekly hours of work for an applicable pay week.

15.5.2 All absenteeism shall be taken into account for the purpose of calculating the total normal weekly hours worked by an employee.

15.5.3 The provisions of this clause shall not apply to annual leave, protected industrial actions, public holidays, short time, maternity leave, family responsibility leave and authorised shop stewards' time-off.

16. MEAL AND OTHER INTERVALS

The provisions of clause 16 of Part 1 of this Agreement shall apply, subject to the following:

16.1 As per the provisions of clause 16.1 of Part 1 of this Agreement.

16.2 As per the provisions of clause 16.2 of Part 1 of this Agreement.

16.3 As per the provisions of clause 16.3 of Part 1 of this Agreement.

16.4 As per the provisions of clause 16.4 of Part 1 of this Agreement.

16.5 As per the provisions of clause 16.5 of Part 1 of this Agreement.

16.6 As per the provisions of clause 16.6 of Part 1 of this Agreement.

16.7 As per the provisions of clause 16.7 of Part 1 of this Agreement.

16.8 Every employee must be given at least two 10-minute rest breaks per shift, the first in approximately the middle of the first period of work and the second in approximately the middle of the second period of work. These rest breaks are part of ordinary time.

16.9 The 20 minutes allocated for the rest breaks referred to in clause 16.8 may be—

16.9.1 added to the meal interval if less than 40 minutes; or

16.9.2 used to permit employees to leave work before the termination of the working day, without loss of pay; or

16.9.3 used for both 16.9.1 and 16.9.2.

17. PUBLIC HOLIDAYS

The provisions of clause 17 of Part 1 of this Agreement shall apply, subject to the following:

- 17.1 An employer may not require or permit employees, apart from security guards and guards, to work on a public holiday except in accordance with an agreement.
- 17.2 Public Holidays will be as per the Public Holidays Act, 1994.
- 17.3 As per the provisions of clause 17.3 of a Part 1 of this Agreement.
- 17.4 If a public holiday falls on a Sunday, the following Monday must be a public holiday.
- 17.5 If a public holiday falls on a day in which an employee would ordinarily work and an employee does not work on this public holiday, an employer must pay an employee his/her basic daily wage for that public holiday.
- 17.6 If an employee works less than 4 hours on a public holiday then the employer must pay that employee his/her basic daily wage, plus a basic hourly rate for 4 hours.
- 17.7 If an employee works for longer than 4 hours on a public holiday, then the employer must pay that employee a double his or her normal daily rate, or double the hourly rate for the hours worked, whichever is the greater.
- 17.8 If the Day of Reconciliation falls on a Saturday, an employer of an employee who works five days a week must pay that employee an additional day's wage for that week. The day's wage is the basic daily wage.
- 17.9 If an employer chooses to shut down on any religious holiday then the employees must be paid as if they had worked on that day.
- 17.10 An employee may take paid leave of one hour on 18 July each year for a general meeting at the time and place agreed between the employer and the trade union representatives at the workplace.

18. SUNDAYS

The following provisions on Sunday work are applicable in this subsector:

- 18.1 If an employee works less than four hours on a Sunday, then the employer must pay that employee his/her basic daily wage.
- 18.2 If an employee works for longer than four hours on a Sunday, then the employer must pay that employee either—
 - (a) the greater of double the basic hourly rate for the time worked or double the basic daily wage; or
 - (b) 1,333 times the basic hourly rate for the time worked, and any night-shift allowance, and grant that employee one day off work in the next week.
- 18.3 Clause 18.3 of Part 1 of this Agreement is not applicable on this subsector.

19. SHORT TIME

- 19.1 The purpose of short time is to meet the operational requirements of the particular plant.
- 19.2 Notification of short time will be preceded by a consultation process between the management and shop stewards at the particular plant. This process will include—
 - 19.2.1 discussing the need for short time; and
 - 19.2.2 the implementation of short time; and
 - 19.2.3 minimizing the impact of the proposed short time.
- 19.3 An employer may reduce the number of ordinary hours in a day or a week on 2 hours' notice to the employees.
- 19.4 If the employer fails to give 2 hours' notice, it must pay the employee in lieu of the required notice.
- 19.5 Irrespective of the number of hours worked, an employer must pay each employee working short time at least half of that employee's basic weekly wage.

20. EXCEPTIONS

As per the provisions of clause 20 of Part 1 of this Agreement.

D: LEAVE

21. ANNUAL LEAVE

The provisions of clause 21 of Part 1 of this Agreement shall apply, subject to the following:

- 21.1 As per the provisions of clause 21.1 of Part 1 of this Agreement.
- 21.2 As per the provisions of clause 21.2 of Part 1 of this Agreement.

- 21.3 As per the provisions of clause 21.3 of Part 1 of this Agreement.
- 21.4 As per the provisions of clause 21.4 of Part 1 of this Agreement.
- 21.5 As per the provisions of clause 21.5 of Part 1 of this Agreement.
- 21.6 As per the provisions of clause 21.6 of Part 1 of this Agreement.
- 21.7 As per the provisions of clause 21.7 of Part 1 of this Agreement.
- 21.8 As per the provisions of clause 21.8 of Part 1 of this Agreement.
- 21.9 As per the provisions of clause 21.9 of Part 1 of this Agreement.
- 21.10 As per the provisions of clause 21.10 of Part 1 of this Agreement.
- 21.11 As per the provisions of clause 21.11 of Part 1 of this Agreement, subject to the following:
 - 21.11.1 As per the provisions of clause 21.11.1 of Part 1 of this Agreement.
 - 21.11.2 Clause 21.11.2 of Part 1 of this Agreement is not applicable in this subsector.
- 21.12 The parties may, by agreement, at plant level introduce split annual leave, provided that such arrangements shall be finalized by no later than 30 September of the applicable year.

22. SICK LEAVE

The provisions of clause 22 of Part 1 of this Agreement shall apply, subject to the following:

- 22.1 As per the provisions of clause 22.1 of Part 1 of this Agreement.
- 22.2 As per the provisions of clause 22.2 of Part 1 of this Agreement.
- 22.3 Subject to section 23 of the Basic Conditions of Employment Act, an employer must pay an employee of a day's sick leave—
 - 22.3.1 the wage the employee would ordinarily have received for work on that day; and
 - 22.3.2 on the employee's usual pay day.
- 22.4 As per the provisions of clause 22.4 of Part 1 of this Agreement subject to the following addition:
 - 22.4.1 As per the provisions of clause 22.4.1 of Part 1 of this Agreement.
 - 22.4.2 As per the provisions of clause 22.4.2 of Part 1 of this Agreement.
 - 22.4.3 As per the provisions of clause 22.4.3 of Part 1 of this Agreement.
 - 22.4.4 To a temporary employee who works less than 24 hours per month.
- 22.5 During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of clause 22.2 of Part 1 of this Agreement, by the number of days' sick leave taken in terms of clause 22.2 of Part 1 of this Agreement.
- 22.6 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this clause if—
 - 22.6.1 the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - 22.6.2 the employee's entitlement to pay—
 - 22.6.2.1 for any day's sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
 - 22.6.2.2 for sick leave over the sick-leave cycle is at least equivalent to the employee's entitlement in terms of clause 22.2 of Part 1 of this Agreement.

23. MATERNITY LEAVE

The following provisions on maternity leave are applicable in this subsector:

- 23.1 An employee is entitled to at least four consecutive months' maternity leave. Every female employee who has worked for at least 12 months for an employer is eligible for paid maternity leave in terms of this Agreement.
- 23.2 An employer may not require or permit a female employee to work four weeks before the expected date of birth and before eight weeks after the birth.
- 23.3 An employee may take maternity leave for longer than the compulsory period of leave up to a maximum of six months. Any annual leave due to the employee must be taken as part of that extended leave.
- 23.4 Employers must pay employees 33% of their basic weekly wage for four months. The remaining two months is unpaid.
- 23.5 Employers must pay both the employee's and the employer's contributions to any provident and medical aid funds to which the employee belongs for up to four months.
- 23.6 Maternity leave does not constitute a break in service.

- 23.7 Benefits such as annual leave, sick leave and annual bonus do not accumulate during maternity leave.
- 23.8 An employee must apply in writing for maternity leave at least one month before going on such leave.
- 23.9 Each employer must guarantee the re-employment of the employee after the expiry of the maternity leave unless she has been selected for retrenchment on criteria agreed to between the employer and the trade union party to this Agreement.
- 23.10 The employer may hire an employee on a temporary basis to fill the employee's post until the employee returns. The trade union will not challenge the fairness of the termination of service of the temporary employee as a consequence of this section.
- 23.11 If the employee returns before the expiry of the six month period, the employer must re-employ her at the same job grade and rate of pay she enjoyed immediately before she went on maternity leave. If the rate of pay increased while she was on leave, she must receive the increased rate.
- 23.12 If the employer is unable to employ her at the same job grade, the employer may employ her in a temporary position in a different job grade at her previous rate of pay or the rate for the temporary position, whichever is the greatest.
- 23.13 An employee wishing to return to work must give her employer one month's notice of her recommencement of work and provide her employer with a medical certificate indicating that she is fit to work.

24. FAMILY RESPONSIBILITY LEAVE

The following provisions on family responsibility leave are applicable in this subsector:

- 24.1 An employee, who has been in the same company's employ for at least 12 months and who works for the company for at least four days a week, is entitled to three days' paid family responsibility leave a year.
- 24.2 This leave will be granted (if requested) when—
- 24.2.1 a male employee's child is born;
 - 24.2.2 a spouse or life partner, parent, parent-in-law, adoptive parent, grandparent, child, adopted child, grandchild or sibling dies;
 - 24.2.3 the employee's minor child and/or parents are ill; and
- minor child is defined as a child under 18 years old and discretion lies with management to pre-authorise such leave for older dependent children.
- 24.3 Family responsibility leave may be taken for a whole day or part of a day. Before granting this leave, reasonable proof of the event for which the leave is required must be furnished. This leave is non-accumulative and any unused entitlement lapses at the end of the calendar year.
- 24.4 Requests for family responsibility leave for time off to attend to a child's first day of school (Grade 1) will be dealt with on a plant-level basis.

E: EMPLOYEE BENEFITS

25. RETIREMENT FUND

- 25.1 As per the provisions of clause 25.1 of Part 1 of this Agreement.
- 25.2 Every employee must contribute at least 6,5% of the employee's basic weekly wage and every employer must contribute 6,5% of each employee's basic weekly wage.

26. BURSARY SCHEME

As per the provisions of clause 26 of Part 1 of this Agreement.

27. FUNERAL BENEFITS

- 27.1 Every employer must take out insurance to secure the minimum funeral benefits of its employees and their dependants in accordance with the Table below.
- 27.2 When the employee or a person referred to in the Table below dies, the employer must pay the employee or the employee's family, the funeral benefit in accordance with this Table. The payment must be made within one week of the employer being furnished with the death certificate of the deceased person.
- 27.3 The employer must furnish the Council each year with a certificate from the insurer confirming this insurance.

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

28. PERSONAL PROTECTIVE EQUIPMENT

As per the provisions of clause 28 of Part 1 of this Agreement.

29. SACTWU HIV/AIDS PROJECT

The provisions of clause 29 of Part 1 of this Agreement shall apply, subject to the following additions:

- 29.1 This levy shall be payable only by the employers and not by the employees.
- 29.2 All employees covered by this Agreement will be allowed two (2) hours' paid time off on a once-off basis for the purposes of HIV/AIDS awareness training, conducted by Sactwu HIV/AIDS Project. Such training shall be conducted at the plant and attendance is voluntary.
- 29.3 One shop steward per plant will be granted a once-off five (5) days' paid time off for HIV/AIDS counsellor training if required by Sactwu. Request for a worker other than a shop steward can be made to the trade union.

30. LEARNERSHIPS

The provisions of clause 30 of Part 1 of this Agreement are not applicable in this subsector.

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

- 31.1 An employer or employee who wants to terminate the contract of employment during the first four weeks of employment must give—
 - (a) at least 24 hours' notice; or
 - (b) the basic daily wage.
- 31.2 An employer or employee who wants to terminate the contract of employment after the first four weeks of employment must give—
 - (a) at least one week's written notice; or
 - (b) the basic weekly wage.
- 31.3 Clause 31.3 of Part 1 of this Agreement is not applicable in this subsector.
- 31.4 Notice of termination must—
 - (a) be given in writing unless the employee does not understand the employer's language or is illiterate;
 - (b) not be given during any period of leave.
- 31.5 Clause 31.5 of Part 1 of this Agreement is not applicable in this sub-sector.
- 31.6 As per the provisions of clause 31.6 of Part 1 of this Agreement.
- 31.7 As per the provisions of clause 31.7 of Part 1 of this Agreement.

32. CERTIFICATE OF SERVICE

As per the provisions of clause 32 of Part 1 of this Agreement.

G: ORGANISATIONAL RIGHTS**33. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

The provisions of clause 33 of Part 1 of this Agreement shall apply, subject to the following:

- 33.1 Any employee who is a member of the trade union party to this Agreement may authorise the employer in writing to deduct subscriptions or levies of the trade union from the employee's wages.
- 33.2 As per the provisions of clause 33.2 of Part 1 of this Agreement.
- 33.3 As per the provisions of clause 33.3 of Part 1 of this Agreement.
- 33.4 An employee may revoke an authorisation given in terms of clause 33.1 of Annexure C of Part 2 of this Agreement by giving the employer and the trade union one month's written notice.
- 33.5 As per the provisions of clause 33.5 of Part 1 of this Agreement.

34. TRADE UNION REPRESENTATION ON THE COUNCIL

As per the provisions of clause 34 of Part 1 of this Agreement.

35. SHOP STEWARDS' RIGHTS AND FACILITIES

The provisions of clause 35 of Part 1 of this Agreement shall apply, subject to the following:

- 35.1 As per the provisions of clause 35.1 of Part 1 of this Agreement.
- 35.2 As per the provisions of clause 35.2 of Part 1 of this Agreement.
- 35.3 As per the provisions of clause 35.3 of Part 1 of this Agreement.

- 35.4 Each shop steward shall be entitled to seven (7) days' paid time off for trade union, SETA and Bargaining Council activities of which three days shall be pooled and such pooled days shall be available to all recognised shop stewards in the plant, subject to existing rules agreed to by the parties governing shop stewards time off and also contained in this subsector schedule.
- 35.5 Five (5) days' paid leave shall be granted once off to each recognized shop steward per company for the purpose of Information and Communication Technology (ICT) training. The union undertakes to execute such training at a rate of only one (1) recognized shop steward per annum, to a maximum of seven (7) recognized shop stewards per company over a period of seven (7) years.
- The provisions of this clause shall not apply to shop stewards elected to fill a vacancy, unless the person whose vacancy is being filled has not yet undergone such training. Shop stewards who have previously undergone ICT training in terms of this clause will not be eligible for such training.
- 35.6 Each shop steward committee shall be provided with a schedule reflecting a list of names of bargaining unit employees who are members of the trade union on request and reasonable notice from the senior shop steward at the company. Where possible, the schedule will have a breakdown of permanent, contract and learnership employees.
- 35.7 Recognised shop stewards at all establishments shall be granted email and Internet facilities, where these facilities are available, to enable them to carry out their legitimate trade-union duties. Necessary prior permission for the use of such facilities shall be obtained from the management of each individual company.

H: GENERAL

36. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT

- 36.1 No person may take part in a strike or lock out or any conduct in contemplation or furtherance of a strike or lock out in respect of any dispute about—
- the interpretation or application, including enforcement, of this Agreement; or
 - the alteration of any of the provisions of this Agreement.
- 36.2 Notwithstanding the provisions of clause 36.1 of Part 2 of this Agreement, strikes and lock outs in respect of disputes about the alteration of provisions in the Wage Schedules in Annexure C of Part 2 of this Agreement are permitted after the operative days referred to in those Schedules.

37. EXEMPTIONS

As per the provisions of clause 37 of Part 1 of this Agreement.

38. ADMINISTRATION

As per the provisions of clause 38 of Part 1 of this Agreement.

39. DESIGNATED AGENTS

As per the provisions of clause 39 of Part 1 of this Agreement.

40. COUNCIL LEVIES

As per the provisions of clause 40 of Part 1 of this Agreement.

41. CLOSED SHOP

The provisions of clause 41 of Part 1 of this Agreement are not applicable in this subsector.

42. TRADE UNION AGENCY SHOP

As per the provisions of clause 42 of Part 1 of this Agreement.

43. EMPLOYER AGENCY SHOP

- 43.1 An employer agency shop is applicable in this subsector.
- 43.2 The applicable employer agency fee shall be equivalent to the membership fee of the relevant employers' organisation prevailing from time to time. The relevant employers organisation shall be as determined by the Council from time to time.
- 43.3 Accordingly, every employer who is not a member of the relevant employers' organisation, shall be bound by the agency shop.
- 43.4 Employers who are not members of the relevant employers' organisation must be informed of the agency shop fee and the amount that will be payable via the Bargaining Council.

44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL

As per the provisions of clause 44 of Part 1 of this Agreement.

45. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

- (a) The employer's name and address;
- (b) the business name and address;
- (c) the date of the start of the business;
- (d) the subsector of operation within the Industry;
- (e) a copy of any piece-work rates;
- (f) whether approval or exemption is required in relation to a Sick Benefit Fund or any Provident Fund.

45.2 If the employer is a partnership or a company then the employer must also send information—

- (a) disclosing the title under which the partnership or company operates; and
- (b) the names and business addresses of any proprietors, partners, directors, human resource managers and company secretaries.

45.3 The Secretary of the Council must keep a register of—

- (a) employers;
- (b) partnerships; and
- (c) companies.

46. EXHIBITION OF AGREEMENT

As per the provisions of clause 46 of Part 1 of this Agreement.

47. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF AGREEMENT

As per the provisions of Annexure B of Part 1 of this Agreement.

48. EXISTING AGREEMENTS

As per the provisions of clause 48 of Part 1 of this Agreement.

49. OTHER CONDITIONS OF EMPLOYMENT

49.1 *Industry Protection Fund:* All employers shall pay an amount of 10c 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.

49.2 *Retailer Information:* The employers agree to assist the union with regard to information on retailers where the union requests such information and the company is in a position to assist with the request.

49.3 The parties further agree that the provisions of all previous agreements not explicitly amended by this Agreement, shall remain in full force and effect, until otherwise agreed by the parties bound by this Agreement in law. Nothing in this Agreement shall be interpreted to mean downward variation in any condition of employment.

50. FREQUENCY OF NEGOTIATIONS

50.1 Clause 50.1 of Part 1 of this Agreement is not applicable in this subsector.

50.2 Clause 50.2 of Part 1 of this Agreement is not applicable in this subsector.

50.3 Clause 50.3 of Part 1 of this Agreement is not applicable in this subsector.

50.4 Clause 50.4 of Part 1 of this Agreement is not applicable in this subsector.

50.5 Notwithstanding the provisions of clause 2 of Part 1 of this Agreement, this Agreement shall bind the parties and their members, and shall remain effective beyond its expiry date or until the parties agree otherwise. Notwithstanding this provision, the parties will still negotiate annually, and will be entitled to embark on protected industrial action should such negotiations deadlock, provided this is in accordance with the applicable procedures in the NTBC constitution. The parties record that they may agree in future to negotiate other than on an annual basis.

51. DEFINITIONS

The provisions of Annexure A of Part 1 of this Agreement shall apply, subject to the following additions:

"**bargaining unit**" means all employees (weekly and monthly paid) who fall within the sectoral scope of the Woven and Crochet subsector as defined by the NTBC Constitution and for whom wages are prescribed in Annexure C of Part 2 of this Agreement;

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

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

"night shift" means the continuous period of work between 08:00 and 06:00.

PART 2

ANNEXURE D

MANUFACTURED FIBRES SUBSECTOR

A. APPLICATION

1. SCOPE OF APPLICATION

- 1.1 As per the provisions of clause 1.1 and 1.1.2 of Part 1 of this Agreement.
- 1.2 as per the provisions of clause 1.2 of Part 1 of this Agreement.

2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

3. EXCEPTIONS

As per the provisions of clause 3 of Part 1 of this Agreement.

B. REMUNERATION

4. MINIMUM WAGES

- 1.1 As per the provisions of clause 4.1 of this Agreement.
- 1.2 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.....	R3 153,88
A2.....	R3 331,97
A3.....	R3 469,16
B1.....	R3 606,32
B2.....	R3 817,96
B3.....	R4 039,30
B4.....	R4 395,47
B5.....	R4 921,41

- 4.3 As per the provisions of clause 4.3 of part 1 of this Agreement.
- 4.4 Where existing wage rates at any company are greater than those specific in the table in clause 4.2, such wage rates shall continue to apply unless otherwise agreed through collective bargaining between the parties.

5. CALCULATION OF WAGES

- 5.1 Any calculation of wages, or deduction from wages, must be based on the hourly rate of pay. Any fraction of a cent after completing the calculation must be adjusted to the nearest cent.
- 5.2 A basic hourly rate means, in the case of monthly-paid employees, the basic monthly wage divided by the hours for the applicable shift pattern. In the case of weekly-paid employees, the basic hourly rate is calculated by dividing the weekly wage by the number of ordinary hours worked in a week.
- 5.3 A basic daily wage is calculated by multiplying the hourly rate by the number of hours worked in an applicable shift.
- 5.4 A basic weekly wage or a basic monthly wage means the basic hourly wage multiplied by the ordinary hours worked in a week or in a month, whichever is applicable.
- 5.5 A basic monthly wage means the agreed basic monthly rate of pay.
- 5.6 Basic annual wage means the basic weekly rate of pay multiplied by 52 (fifty-two) or the monthly rate of pay multiplied by 12 (twelve).
- 5.7 Basic rate of pay means the agreed rate of pay excluding any allowances.
- 5.8 Total rate of pay means the basic weekly or basic monthly rate of pay (whichever is applicable) plus allowances.

