
GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 451

5 June 2015

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

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) read with 32(3) (b) and (c) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Textile Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 2015 -06- 15 and for the period ending 30 June 2019.


MINISTER OF LABOUR
19/05/2015

No. R. 452

5 June 2015

LABOUR RELATIONS ACT, 1995**NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION OF PERIOD OF
OPERATION OF THE MAIN COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice No. R. 78 of 9 February 2007, R. 430 of 18 April 2008, R. 1149 of 31 October 2008, R. 38 of 23 January 2009, R. 1151 of 11 December 2009, R. 635 of 23 July 2010 and R. 1094 of 26 November 2010, R. 300 of 8 April 2011, R. 5 of 6 January 2012, R. 412 of 14 June 2013 and R.715 of 12 September 2014. by a further period ending 30 June 2019.


MINISTER OF LABOUR
15/05/2015

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

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

made and entered into by and between the

South African Cotton Textile Processing Employers' Association

(SACTPEA)

South African Carpet Manufacturing Employers' Association (SACMEA)

National Manufactured Fibres Employers' Association (NMFEA)

National Association of Worsted Textile Manufacturers (NAWTM)

Narrow Fabric Manufacturers Association (NFMA)

South African Wool and Mohair Processors' Employers' Organisation

(SAWAMPEO)

National Textile Manufacturers' Association (NTMA)

South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)

South African Blankets Manufacturers Employers' Organisation

(SABMEO)

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

and the

Southern African Clothing and Textile Workers' Union (SACTWU)

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

National Textile Bargaining Council to amend the Main Collective Agreement published under Government notice No. R.78 of 9 February 2007 as amended and extended by Government notices Nos. R.430 of 18 April 2008, R.1149 of 31 October 2008, R. 38 of 23 January 2009, R.1151 of 11 December

2009, R.635 of 23 July 2010; R. 1094 of 26 November 2010 , R. 300 of 08 April 2011, R.5 of 06 January 2012, R.412 of 14 June 2013 and R.715 of 12 September 2014.

PART 1

A: APPLICATION

1. SCOPE OF APPLICATION

- (a). This Agreement applies to all employers and all employees who are engaged in the Textile Industry, as defined hereunder , in the Republic of South Africa.
- (b). The Textile Industry in the Republic of South Africa is defined as follows:
"Textile Industry or Sector or Industry" – means without in anyway limiting the ordinary meaning of the expression, the enterprise in which the employer(s) and the employees are associated, either in whole and or in part, for any activity relating to the processing or manufacture of fibres, filaments or yarns, natural or man-made and the processing or manufacture of products obtained therefrom, including all activities incidental thereto or consequent thereon, defined as follows:

1.1 Scope as defined by process and activity

1.1.1. Fibre Manufacture

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

1.1.1.1 Natural Fibres

- Vegetable fibres: cotton, kapok, coir, flax, hemp, jute, kenaf, ramie manila, henequen, sisal, sugar cane or other plants seeds, bast or leaf material.

- Animal fibres: wool, mohair, cashmere, silk, angora, alpaca, feathers and any type of animal hair.
- Mineral fibres: asbestos or other inorganic material.

1.1.1.2 Manufactured Fibres:

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

1.1.2 Preparation of Natural Fibres

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

1.1.3 Manufacture Textiles

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

1.2 Scope as defined by product:

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

- a. synthetic textile fibres and yarns;
- b. vegetable fibres and yarns (including the activities conducted in cotton gins)
- c. woven fabrics and products;
- d. non-woven fabrics and products;
- e. woven, crocheted, braided, plaited, knitted tapes, narrow fabric products (whether rigid or elasticised) webbing, interlinings, tapes or bias binding / clothing accessories;
- f. embroidery (where done in an establishment not covered by the National Clothing Bargaining Council);
- g. frills, tassels, bows and similar finishings;
- h. shoe laces;
- i. lace and netting; (general)
- j. worsted tops or noils, or yarns or fabrics;
- k. towelling or towels;
- l. all types of made-up textiles, including curtains and blinds, sheets, bedspreads, quilts, duvets and other bed linen; pillows and cushions, textile materials found in bathrooms and restrooms
- m. carpets, rugs, mats and matting, carpet tiles, and rugs (including as used in applications for floors and walls in domestic, commercial and residential premises, as well as that found in all types of automobiles, airplanes, trains, ships and any other form of transport);
- n. flock, foam, wadding, or padding, including shoulder padding, and all items with feather fillings;
- o. under-felt and felt;

- p. cleaning cloths, cleaning rags, dusters;
- q. blanketing, blankets, travelling-rugs, shawls ;
- r. technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:
- tyre-cord, belting, hose, tank fabrics, conveyor belts;
 - textiles used to reinforce plastics; mining and civil engineering
 - textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;
 - textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;
 - textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;
 - medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;
 - fabrics used to filter air, gas or liquids;
 - fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.
- (c) The terms of this Agreement shall be observed in the Textile Industry by all employers who are members of the employers' organisations and by all employees who are members of the trade union, and who are engaged and employed therein, respectively;
- (d) The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.
- (e) The terms of this Agreement shall not apply to non-parties in respect of clause 1. (C) and 2.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such a date as the Minister of Labour extends the Agreement to non-parties, and shall remain in force until 30 June 2019.

3 CLAUSE 37: EXEMPTIONS

Substitute the following for the existing Clause 37

Exemption

- 37.1 Any person bound by this Agreement may apply for exemption.
- 37.2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 37.3 The *Bargaining Council* must determine its exemptions policy and process all exemptions applications in terms of this policy.
- 37.4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the *Secretary* of the *Bargaining Council* or the NTBC website, setting out relevant information, including:
 - 37.4.1 The provisions of the *agreement* in respect of which exemption is sought;
 - 37.4.2 The number of persons in respect of whom the exemption is sought;
 - 37.4.3 The reasons why the exemption is sought;
 - 37.4.4 The nature and size of the business in respect of which the exemption is sought;
 - 37.4.5 The duration and timeframe for which the exemption sought;
 - 37.4.6 The business strategy and plan of the applicant seeking the exemption;
 - 37.4.7 The applicant's past record (if applicable) of compliance with the provisions of the *Collective Agreement*, its amendments and exemptions certificate;
 - 37.4.8 The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
 - 37.4.9 Any other relevant supporting data and financial information the *Council* may prescribe from time to time.
- 37.5 An exemption application in respect of a term or provision in a *Collective Agreement*:

- 37.5.1 Concluded in the *Council* that applies throughout the Textile *Industry* must be considered by an exemptions committee appointed by the *Council*;
- 37.5.2 Concluded in a *sub-sector* chamber or section must be considered by an exemptions committee whose members are appointed from the employer organisation(s) and trade union(s) who participate in the *sub-sector* chamber or *section*.
- 37.6 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- 37.7 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions committee which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 37.8 An exemption committee appointed by the *Council* may request additional information from an applicant applying for exemption.
- 37.9 In scrutinising an application, the Exemption Committee or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers in the relevant sub-sector or section, any other representations received in relation to the application, and the factors and criteria as listed in clause 37.15 below.
- 37.10 The *Secretary* must advise the applicant in writing of the decision of the exemptions committee within 15 days from the date of the decision, failing which the *Bargaining Council* is deemed to have refused the application for exemption.
- 37.11 In the event of the exemptions committee granting, partially granting or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Exemptions Body, established by the Bargaining Council or Executive Committee within 21 days from the date of being informed of the outcome.
- 37.12 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Exemptions Body to hear and decide as soon as possible any appeal brought against the exemption committee's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions committee or withdrawal of an exemption by the Bargaining Council.

- 37.13 The Independent Exemptions Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions committee.
- 37.14 No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Exemptions Body established by the Bargaining Council.
- 37.15 When considering an application, the Exemption Committee or, the Independent Exemptions Body whichever the case may be must consider, in addition to clause 37.9, the following:
- 37.15.1 Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;
 - 37.15.2 The circumstances prevailing in the Textile *Industry* as a whole or the *sub-sectors / sections* likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
 - 37.15.3 The nature and size of the business in respect of which the application is made;
 - 37.15.4 Whether the duration of the exemption or appeal is for a limited or specified period;
 - 37.15.5 Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
 - 37.15.6 Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
 - 37.15.7 Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;

- 37.15.8 Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
- 37.15.9 Whether the granting of the exemption or appeal will impact negatively on parity agreements;
- 37.15.10 Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreements*; and
- 37.15.11 Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.
- 37.15.12 Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.
- 37.16 In the event of the Independent Exemptions Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.
- 37.17 The decision of the Independent Exemptions Body is final and binding upon the applicant and the *Bargaining Council*.
- 37.18 If an exemption or appeal is granted or partially granted, the Exemption Committee or the Independent Exemptions Body, shall issue a certificate, signed by Secretary, containing the following particulars:
- 37.18.1 The full name of the applicant(s) or enterprise concern;
- 37.18.2 The trade name;
- 37.18.3 The provisions of the Agreement from which exemption or appeal has been granted;
- 37.18.4 The period for which the exemption or appeal shall operate;
- 37.18.5 The date of issue and from which day the exemption or appeal shall operate;
- 37.18.6 The condition(s) of the exemption or appeal granted; and
- 37.18.7 The area in which the exemption or appeal applies.
- 37.19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.

37.20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

PART 2

ANNEXURE C

WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR

A. APPLICATION

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

B: REMUNERATION

4. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing sub-clause 4.2

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

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

WOVEN AND CROCHET:

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW HOURLY RATE WITH EFFECT FROM THE COMING IN- TO OPERA- TION OF THIS AGREE- MENT	INCREASE PER HOUR FROM 01 JULY 2015	NEW HOURLY RATE FROM 01 JULY 2015
A1	R21.76	R1.59	R23.35	R1.70	R25.05
A2 0-3 months	R21.88	R1.59	R23.47	R1.70	R25.17
4-6 months	R21.97	R1.59	R23.56	R1.70	R25.26
Qualified	R22.11	R1.59	R23.70	R1.70	R25.40
A3	R22.42	R1.59	R24.01	R1.70	R25.71
B1 0-6 months	R22.05	R1.59	R24.24	R1.70	R25.94
7-12 months	R22.82	R1.59	R24.41	R1.70	R26.11
Qualified	R23.10	R1.59	R24.69	R1.70	R26.39
B2 0-6 months	R22.88	R1.59	R24.47	R1.70	R26.17
7-12 months	R23.13	R1.59	R24.72	R1.70	R26.42
Qualified	R23.32	R1.59	R24.91	R1.70	R26.61
B3 0-6 months	R23.97	R1.59	R25.56	R1.70	R27.26
7-12 months	R24.29	R1.59	R25.88	R1.70	R27.58
Qualified	R24.55	R1.59	R26.14	R1.70	R27.84
B4	R26.03	R1.59	R27.62	R1.70	R29.32

CLOTHING ACCESSORIES:

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW HOUR- LY RATE WITH EFFECT FROM THE COMING IN- TO OPERA- TION OF THIS AGREEMENT	INCREASE PER HOUR FROM 01 JULY 2015	NEW HOURLY RATE FROM 01 JULY 2015
A1	R19.68	R1.59	R21.27	R1.70	R22.97
A2	R20.03	R1.59	R21.62	R1.70	R23.32
A3	R20.31	R1.59	R21.90	R1.70	R23.60
B1	R20.88	R1.59	R22.47	R1.70	R24.17
B2	R21.08	R1.59	R22.67	R1.70	R24.37
B3	R22.16	R1.59	R23.75	R1.70	R25.45
B4	R23.56	R1.59	R25.15	R1.70	R26.85
B5	R25.19	R1.59	R26.78	R1.70	R28.48

BRAIDING:

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW HOUR- LY RATE WITH EFFECT FROM THE COMING IN- TO OPERA- TION OF THIS AGREEMENT	INCREASE PER HOUR FROM 01 JULY 2015	NEW HOURLY RATE FROM 01 JULY 2015
A1	R13.45	R1.47	R14.92	R1.59	R16.51
A2	R13.58	R1.47	R15.05	R1.59	R16.64
A3	R14.11	R1.47	R15.58	R1.59	R17.17
B2	R14.67	R1.47	R16.14	R1.59	R17.73
B5	R15.51	R1.47	R16.98	R1.59	R18.57

C: HOURS OF WORK**5. CLAUSE: 19 SHORT TIME**

Insert new sub-clause 19.6

"19.6 In the event of operational requirements necessitating an entire department or section within a company to declare up to 5 working days short time in one week, the following week will be a full working week and payment to affected employees will be split equally over the 2 week period."

6. CLAUSE: 24 FAMILY RESPONSIBILITY LEAVE

Insert new sub clause 24.5

"24.5 In the event of an employee having exhausted their family responsibility leave entitlement for the year in which it is due, they may lodge a request, 24 hours in advance for 1 additional day of family responsibility leave. Such additional leave will be unpaid."

H: GENERAL**7. CLAUSE 41: CLOSED SHOP**

Substitute the following for the existing sub-clause 41

"41.1 In the event of a sub-sector closed shop ballot being in favour of a closed shop and the requirements of Section 26 of the Labour Relations Act No 66 of 1995, as amended, having been met, the closed shop will come into operation on the date on which it is successfully extended to non parties by the Minister upon promulgation in the government gazette."

8. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Insert new sub-clause 49.8 as follows:

49.8 'Wage Negotiations' Reports Back: A provision for an extension of lunch breaks to 1 hour (i.e. an additional 30 minutes) following each round of wage negotiations for the purposes of report backs, will be subject to agreements reached at plant level.

PART 2
ANNEXURE D
MANUFACTURED FIBRES SUBSECTOR

A. APPLICATION

9. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

10. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1 and 4.2

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

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

- (1) With effect from the coming into operation of this Agreement all those employees employed *prior* 1 July 2014 will be granted a R550-00 increase per month across the board
- (2) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees employed *from* 01 July 2014.

Grade	Old Minimum Monthly Wage	Increase per Month	New Minimum Monthly Wage
A1	5125.20	R550.00	R5 675.20
A2	5525.70	R550.00	R6 075.70
A3	5738.30	R550.00	R6 288.30
B1	6194.55	R550.00	R6 744.55
B2	6470.65	R550.00	R7 020.65
B3	6850.40	R550.00	R7 400.40
B4	7372.80	R550.00	R7 922.80
B5	8112.90	R550.00	R8 662.90

PART 2**ANNEXURE E****CARPETS SUBSECTOR****A. APPLICATION****11. CLAUSE 1: SCOPE OF APPLICATION**

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

B. REMUNERATION**12. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

"4.1 (a) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be R28.99 per hour or R1 304.55 based on a 45 hour working week unless exemption is granted.

(b) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be R28.99 per hour or R1 304.55 based on a 45 hour working week with effect from the coming into operation of this Agreement.

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

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

4.4 (a) For the period 01 July 2015 to 30 June 2016, the applicable wage level shall increase by the Consumer Price Index (CPI) plus 1 (one) percentage point.

(b) The Consumer Price Index (CPI) to be used in respect of this agreement will be the April 2015 month figure.

(c) Should the CPI move upwards to a double digit figure, the parties shall reconvene in order to renegotiate the wage component of this agreement.

(d) Should the CPI fall below six (6%), the parties shall reconvene in order to renegotiate the wage component of this agreement.”

13. CLAUSE 7: LONG-SERVICE ALLOWANCE

Substitute the following for the existing clause 7

“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 R1.10 per week for each completed year of service.”

PART 2

ANNEXURE F

WOOL AND MOHAIR SECTION

A. APPLICATION

14. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement

B. REMUNERATION

15. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

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

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

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

Wool and Mohair Processors Industry

WAGES WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT UNTIL JUNE 2015		
GRADE	CURRENT RATE	NEW RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT UNTIL JUNE 2015
1	R28.94	R31.26
2	R29.80	R32.11
3	R31.28	R33.59
4	R34.85	R37.16
5	R35.72	R38.03

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

4.4 (a) The increase of 8% based on the minimum rate of (R31.26) applicable to the period ending 30 June 2015 as set out in Column 3 of clause 4.2 above. The increase of R2.50 would be applicable to all 5 grades and will be effective from 01 July 2015 to 30 June 2016.

(b) If the (CPI) rises higher than 8% a further 0.5% increase based on the Minimum Rate (R31.26) applicable to the period ending 30 June 2015 as set out in Column 3 of clause 4.2 above. The increase of R0.16 would be applicable to all 5 grades and will be effective from 01 July 2015. CPI for the purposes of this clause would be the official figure as applicable on 30 April 2015.

PART 2

ANNEXURE G

WORSTED SECTION

A. APPLICATION

16. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

17. CLAUSE 4: MINIMUM WAGES

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

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

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

4.2.1 Verticals

GRADE	CURRENT HOURLY RATE	NEW HOURLY RATE WITH EFFECT FROM THE COMNG
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		INTO OPERATION OF THIS AGREEMENT
1	R21.66	R22.86
2	R22.10	R23.33
3	R22.76	R24.03
4	R23.83	R25.15

4.2.2 Spinners

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

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT
1	R21.20	R1.59	R22.79
2	R21.87	R1.64	R23.51
3	R22.88	R1.71	R24.59
4	R24.58	R1.84	R26.42

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

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE WITH EFFECT FROM
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			THE COMING INTO OPERATION OF THIS AGREEMENT
1	R16.07	R1.36	R17.43
2	R16.61	R1.36	R17.97
3	R17.39	R1.36	R18.75
4	R18.76	R1.36	R20.12

4.2.3 Entry Wage Rate

All new employees entering the industry will be paid at a rate not less than 90% of the industry rate applicable to that job category. Furthermore all new employees entering the industry will be paid at a rate not less than 100% of the industry rate applicable to that job category as from 01 July 2015.

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

E: EMPLOYEE BENEFITS

18. CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

"29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 50c (fifty cents) per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employ as at 30 November of the previous year. "

PART 2

ANNEXURE H

WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR

A. APPLICATION

19. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

20. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7

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

4.2 Every employer must pay each employee an hourly rate, which is not less than the *minimum hourly rate* prescribed in the table below: 4.2.1

Wage increase with effect from the coming into operation of this Agreement until 30 June 2015			
Grade	Current Minimum Hourly rate	Hourly Increase	New Minimum Hourly Rate With effect from the coming into operation of this agreement
1	R23.17	R1.97	R25.14
2	R23.64	R2.01	R25.65
3	R24.25	R2.06	R26.31
4	R25.32	R2.15	R27.47
5	R26.59	R2.26	R28.85

4.2.2

Wage increase from 01 July 2015			
Grade	Minimum Hourly rate with effect from the coming into operation of this agreement	Hourly Increase	New Minimum Hourly Rate from 01 July 2015
1	R25.14	R2.14	R27.28
2	R25.65	R2.18	R27.83
3	R26.31	R2.24	R28.55
4	R27.47	R2.33	R29.80
5	R28.85	R2.45	R31.30

- 4.3 As per the provisions of clause 4.3 of Part 1 of this Agreement.
- 4.4 If an employer is already paying wage rates equal to or more than the rates set out in clause 4.2 of this Annexure at the date *this Agreement* comes into effect, the following minimum hourly increases per grade shall be paid to employees:

4.4.1

Grade	Hourly increase with effect from the coming into operation of this Agreement until 30 June 2015
	Increase
1	R1.97
2	R2.01
3	R2.06
4	R2.15
5	R2.26

4.4.2

Hourly increase effective from 01 July 2015	
Grade	Increase
1	R2.14
2	R2.18
3	R2.24
4	R2.33
5	R2.45

- 4.5 *Those employees who are employed in a higher grade than stipulated in clause 4.2, who fall within this subsector's bargaining unit and who are not covered by other wage agreements resulting from collective bargaining, shall receive the maximum rand increase above to their actual wage rates, with effect from the coming into operation of this agreement and 01 July 2015.*
- 4.6 An employer who is paying less than the rates set out in clause 4.2 of this Annexure at the date *this Agreement* comes into effect, shall increase the wage rate paid to no less than that specified in clause 4.2 of this Annexure: Provided such wage increase is no lower than that specified in clause 4.4 of this Annexure.
- 4.7 All employees will be remunerated in line with clauses 4.2 and 4.4 above and the entry rate will be scrapped.

PART 2
ANNEXURE I
HOME TEXTILES SECTION
A. APPLICATION

21. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

22. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4.1, 4.2, 4.3, 4.4, 4.6, 4.7, 4.8, 4.9 and 4.10

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

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

4.2.1

GRADE	Wage increase with effect from the coming into operation of this Agreement until 30 June 2015 HOURLY RATE OF PAY
1	R14.35
2	R15.28
3	R16.23
4	R17.23
5	R18.86

4.2.2

Wage increase from 01 July 2015	
GRADE	HOURLY RATE OF PAY
1	R15.43
2	R16.43
3	R17.45
4	R18.52
5	R20.27

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

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

GRADE	Hourly increase with effect from the coming into operation of this Agreement until 30 June 2015	Hourly increase from 01 July 2015
	INCREASE	INCREASE
1	R1.00	R1.08
2	R1.07	R1.15
3	R1.13	R1.22
4	R1.20	R1.29
5	R1.32	R1.41

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

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

4.7.1

Wage increase with effect from the coming into operation of this Agreement until 30 June 2015	
GRADE	HOURLY RATE OF PAY
1	R11.43
2	R12.16
3	R12.92
4	R13.72
5	R15.01

4.7.2

Wage increase from 01 July 2015	
GRADE	HOURLY RATE OF PAY
1	R12.29
2	R13.07
3	R13.89
4	R14.75
5	R16.14

- 4.8 If an employer is already paying wage rates equal to or more than the wage rates set out in clause 4.7 of this Annexure at the date *this agreement* comes into effect, the following minimum hourly increases per grade shall be paid to employees:

	Wage increase with effect from the coming into operation of this Agreement until 30 June 2015	Wage Increase from 01 July 2015
GRADE	INCREASE	INCREASE
1	R0.80	R0.86
2	R0.85	R0.91
3	R0.90	R0.97
4	R0.96	R1.03
5	R1.05	R1.13

4.9 With effect from the coming into operation of this Agreement until **30 June 2015**, employees **employed on or after 01 July 2011** and who are employed on the hourly rates of pay for employees **employed on or after 01 July 2011** as detailed in Clause 4.7 (Table 4.7.1) above, will be eligible for a Productivity Attendance Bonus to be paid as follows:

- 4.9.1 The Attendance Bonus will equate to 11.5% (eleven and a half percent) of the employee's basic weekly wage. (Basic weekly wage is the employee's hourly rate times the number of normal hours of work.)
- 4.9.2 In order to qualify for the Attendance Bonus, the employee must have full attendance (100% attendance) at work in the preceding week (or if applicable preceding week plus 1). No Bonus is paid if the employee does not have full attendance in the qualifying period/week.
- 4.9.3 The only exception to the above is if the employee is working short time. In such instances the Attendance Bonus applicable will be pro-rata based on the available hours.
- 4.9.4 The Productivity Attendance Bonus will replace any current or similar scheme in place at individual companies.

- 4.9.5 Calculation of Attendance Bonus: - Rate per grade as per clause 4.7 times the number of normal hours per week times 11.5% (eleven and a half percent).
- 4.9.6 Implementation of the Productivity Attendance Bonus will be confirmed at Individual Companies.
- 4.10 **With effect from 01 July 2015**, employees **employed on or after 01 July 2011** and who are employed on the hourly rates of pay for employees **employed on or after 01 July 2011** as detailed in Clause 4.7 (Table 4.7.2) above, will be eligible for a Productivity Attendance Bonus to be paid as follows:
- 4.10.1 The Attendance Bonus will equate to 13.5% (thirteen and a half percent) of the employee's basic weekly wage. (Basic weekly wage is the employee's hourly rate times the number of normal hours of work.)
- 4.10.2 In order to qualify for the Attendance Bonus, the employee must have full attendance (100% attendance) at work in the preceding week (or if applicable preceding week plus 1). No Bonus is paid if the employee does not have full attendance in the qualifying period/week.
- 4.10.3 The only exception to the above is if the employee is working short time. In such instances the Attendance Bonus applicable will be pro-rata based on the available hours.
- 4.10.4 The Productivity Attendance Bonus will replace any current or similar scheme in place at individual companies.
- 4.10.5 Calculation of Attendance Bonus: - Rate per grade as per clause 4.7 times the number of normal hours per week times 13.5% (thirteen and a half percent).
- 4.10.6 Implementation of the Productivity Attendance Bonus will be confirmed at Individual Companies.

23. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8

- 8.1 Employees with less than 1 (one) year's service at the time the annual bonus is paid in December each year would receive a pro rata annual bonus based on length of service and calculated on 1 (one) week's wages, calculated on actual basic hourly rate.
- 8.2 Employees with 1 (one) completed year's service at the time the annual bonus is paid in December of each year would receive 2 (two) week's wages, calculated on actual basic hourly rate.
- 8.3 Employees with 2 (two) or more completed year's service at the time the annual bonus is paid in December each year, would receive 4 (four) week's wages, calculated on actual basic hourly rate.

E. EMPLOYEE BENEFITS**24. CLAUSE 25: RETIREMENT FUND**

Substitute the following for the existing clause 25

- 25.1 As per the provisions of clause 25.1 of Part 1 of this Agreement.
- 25.2 With effect from the coming into operation of this Agreement until **30 June 2015**, contributions by the employer to a retirement fund must be a minimum of 6.5% (six and a half percent) of the basic rate of pay and contributions by the employee to such a retirement fund must be a minimum of 5.5% (five and a half percent) of the basic rate of pay
- 25.3 With effect from 01 July 2015**, contributions by the employer to a retirement fund must be a minimum of 6.75% (six point seven five percent) of the basic rate of pay and contributions by the employee to such a retirement fund must be a minimum of 5.5% (five and a half percent) of the basic rate of pay.
- 25.4 Where the employer contribution to a retirement fund for an employee is in excess of 7.5% (seven and a half percent) of the applicable rate of pay as at 01 July 2005, the current rand amount applicable as at 30 June 2005 will continue to be paid.

PART 2
ANNEXURE J
BLANKETS SECTION
A. APPLICATION

25. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

26. CLAUSE 4: MINIMUM WAGES

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

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

4.2 Every employer must pay each employee a wage that is not less than the *minimum wage* prescribed in the table below and for the grades as specified in the grading structure in sub-clause 4.5.

(1) With effect from coming into operation of this Agreement the minimum hourly increases per grade applicable to employees employed prior to 01 August 2014.

Grades	Urban Areas Increase per hour		Isithebe Area Increase per Hour	
	With effect from the coming into operation of this agreement	01 Aug 2015	With effect from the coming into opera- tion of this agree- ment	With effect from 01 Aug 2015
1	R0.98	R1.06	R0.98	R1.06
2	R1.08	R1.16	R1.08	R1.16
3	R1.14	R1.23	R1.14	R1.23

4	R1.26	R1.36	R1.26	R1.36
5	R1.59	R1.71	R1.59	R1.71

(2) With effect from coming into operation of this Agreement the new Hourly Rate applicable to employees employed prior to 01 August 2014.

Grades	Urban Areas New Hourly Rates With effect from the coming into operation of this agreement	Urban Areas New Hourly Rates 01 August 2015	Isithebe Area New Hourly Rates With effect from the coming into operation of this agreement	Isithebe Area New Hourly Rates 01 August 2015
1	R14.45	R15.51	R12.26	R13.32
2	R15.85	R17.01	R13.35	R14.51
3	R16.78	R18.01	R14.15	R15.38
4	R18.57	R19.93	R15.84	R17.20
5	R23.38	R25.09	R20.12	R21.83

(3) With effect from coming into operation of this Agreement, the new Hourly Rate applicable to new employees employed on or after 01 August 2014, will be remunerated according to the following table:

Year 1 of Employment	15% below the hourly rate
Year 2 of Employment	10% below the hourly rate
Year 3 of Employment	5% below the hourly rate
Year 4 of Employment	Minimum hourly rate

NOTE: In the case of the Isithebe area, new employees employed on / after 01 August 2014, will be remunerated at 5% below the minimum hourly rate for three years before qualifying for the minimum hourly rate.

This provision will not affect experienced employees. In terms hereof "experience" shall mean someone who has had experience in the industry in the position being applied for and appointed to and that 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 5 years immediately preceding the date of employment in order to qualify for the minimum hourly rate.

However, where the employee has more than 5 years' experience in that position, but out of the industry for more than 5 years, he/she shall re-enter at 10% below the minimum hourly rate.

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

4.4 Conditions relating to clause 4.2(3)

4.4.1 Fixed term contract employees who have been employed annually prior to 01 August 2011 and are still employed, shall be paid at the minimum hourly rate.

4.4.2 Fixed term contract employees who have been employed on / after 01 August 2011 and are still employed, shall be paid according to the table in sub-clause 4.2(3) based on experience in that position with the employer.

However, if an employer pays a Fixed term contract employee more than the wage in the experience table specified in sub-clause 4.2(3), must continue to pay the higher wage.

4.4.3 New entry rates for the industry shall no longer apply, and be replaced by remuneration linked to experience in the position employed by the employer as specified in sub-clause 4.2(3).

4.5 Grading Structure

4.5.1 The grading structure for the Blanket Section has been reviewed and updated to reflect the following:

- (1) Replace "positions" with the description "job title" for each grade
- (2) Add the following job titles to the grading structure:

Grade	Job Title
1	Waste Collector
	Sliver Breaker

	Pallet Repairer
	Cone Cleaner
	Clips Sorter
2	Heat Sealer
	Fibre Transferor
	Vacuum Cleaner
3	Raising Operator
	Stretching Operator
	Stamper Operator
	Cake Opener
	Yarn Hydro Operator
	Capping Operator
	Chenille Operator
	Card Willow Operator
	Quality Assurance Assistant
4	Continuous Binding Operator
5	Quality Assurance Laboratory Assistant

(3) Delete the following job titles no longer in use in the industry:

Grade	Job Title
1	Cloth Carrier
	Silo Assistant
2	Perching Assistant
	Blanket Distributor
3	Card Wheel Operator
4	Dye Weigher
	Laboratory Assistant
	Senior Security Guard
5	Security Supervisor

(4) The grading structure for the blanket section shall be as follows:

Grade	Job Title : General Worker	Definition
1	Cleaner	Means an employee engaged in cleaning the factory (inside and/or outside) and/or offices and/or change rooms and/or toilets, wash basins and/or ablution blocks.
	Tea Attendant	Means an employee engaged in one or more of the following activities: Making tea or similar beverages, snacks or sandwiches and washing cups, saucers and kitchen utensils.
	Kitchen Attendant	Means an employee engaged in one or more of the following activities: Making tea or similar beverages, snacks, sandwiches and/or light meals and washing cups, saucers and kitchen utensils.
	Raw Material Sorter	Means an employee engaged in sorting out various raw materials.
	Blanket / Material Cleaner	Means an employee engaged in removing unwanted knots and loose ends on a woven blanket or fabric prior to being finished.
	String Remover	Means an employee engaged in removing strings between two fringed blankets.
	Waste Handler	Means an employee engaged in accumulating and dispensing of waste material and off-cuts from machines.
	Bale Opener	Means an employee engaged in opening various types and sizes of fibre bales.
	Spinning Waste Sorter	Means an employee engaged in sorting out various quantities and qualities of spinning waste for recycling.
	Labourer	Means an employee who assists skilled employees in their daily tasks and do other jobs not requiring specific skills or expertise.
	Waste Collector	Means an employee who collects fibre waste for the purpose of recycling into fibres.
	Sliver Breaker	Means an employee who separates waste fibres for the purpose of recycling.
	Pallet Repairer	Means an employee engaged in repairing damaged pallets for re-use.
	Cone Cleaner	Means an employee engaged to remove left over yarns on a cone for the purpose of recycling the cones.

Clips Sorter	Means an employee engaged in sorting out clips according to colour for the purpose of converting the clips into fibre.
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Grade	Job Title : Process Helper	Definition
2	Dye House Helper	Means an employee who can perform at least two of the following duties: Operate a hydraulic press, Balkan, overhead crane or can do fibre transferring duties.
	Lubricator / Oiler	Means an employee engaged in lubricating various movable and rotating machine parts with oil on regular intervals. The machines are lubricated while in motion or stationary.
	Yarn Transporter	Means an employee who transport yarn from one area of work to the other traceable area or department.
	Yarn Weigher	Means an employee engaged in preparing yarn and weighing it for identification, recording and production.
	Vaporizer	Means an employee engaged in placing twisted yarn in a Yarn Steaming Autoclave vaporizer chamber to avoid the snarling of a twisted yarn.
	Weft Supplier	Means an employee engaged in checking yarn requirements in weaving, placing orders from yarn store and supplying cones of yarn to be used as weft on a weaving machine.
	Blanket Folder	Means an employee engaged in folding a finished blanket to specification, check defects for grading purposes and places blankets into a bag or box.
	Tow Cutter	Means an employee engaged in cutting raw material using a tow cutting machine into finer material in preparation for the yarn to be blended.
	Bale Presser	Means an employee engaged in operating a vertical hydraulic Bale Presser machine to compress material yarn and wraps the compressed bale bundle using a wrapping or strapping device.
	Truck Assistant	Means an employee who accompanies the driver and assists in loading and dispatching of goods, obtaining receipts and general duties pertaining to the vehicle.
	Blanket Handler	Means an employee engaged in sorting, packing, storing as well as loading blankets on trucks for dispatch to clients.
	Blanket Transporter	Means an employee engaged in transporting finished or unfinished blankets from one area to another.
	Plastic Wrapper	Means an employee engaged in inserting a finished product in a package.
	Shop Assistant	Means an employee engaged in interacting and assisting customers at a factory shop and to keep the shop clean and stocked.
	Heat Sealer	Means an employee who cuts and seals the ends

	of binding on a finished blanket using an Ultra Sonic Heat Sealing Machine.
Sample Preparer	Means an employee engaged in preparing a sample as per the designer specification.
Edging Bobbin Preparer	Means an employee engaged in loading a creel with specified yarn, draw ends onto bobbin and fill up the bobbin by using a bobbin machine and placed bobbins in a holding area.
Engineering Aide	Means an employee engaged in the engineering workshop who performs routine workshop related tasks, duties and assignments.
Fibre Transferor	Means an employee engaged in assisting to transfer fibre from the blend rooms to the carding machine.
Vacuum Cleaner	Means an employee engaged in using an industrial vacuum machine to remove fibres and dust particles from the ceilings, walls and transfer rooms.

Grade	Job Title : Process Operator	Definition
3	Blending Operator	Means an employee engaged in mixing textile fibres into uniform blends. The operations also involve mixing oil lubricant or regulate flow of oil lubricant onto the fibre according to the type of fibre being blended.
	Mechanical Card Cleaner	Means an employee engaged in one or more of the following activities: Mechanical cleaning of carding machines Prepare carding machines for maintenance Prepare carding machines to avoid contamination of different blends, and Assist with mechanical breakdowns and maintenance.
	Carding Operator	Means an employee who operates a carding machine to convert raw textile fibre to a continuous twisted or untwisted strands of yarn to produce yarn.
	Dye House Operator	Means an employee engaged in operating a hydraulic press, Balkan, overhead crane and able to perform fibre transferring duties.
	Spinning Operator	Means an employee engaged in operating a Spinning machine to convert brittle strands of carded yarn strands into stronger strands in order to meet predetermined quality standards of fibre.
	Winding Operator	Means an employee who operates a winding machine that wind yarn onto bobbins.
	Twisting Operator	Means an employee engaged in operating a Twisting machine that twists together two or more strands of yarn into a single strand.
	Creeler	Means an employee engaged in feeding yarn bobbins onto creels to specification prior to be rolled on a warping beam.
	Weaving Operator	Means an employee engaged in operating one or

	a set of weaving machines in producing a fabric, identifying weaving faults and repairing weft and warp breaks.
Drawer-in Operator	Means an employee engaged in preparing warp for weaving, by positioning harnesses on drawing frame and ties the ends from a warping beam.
Fringing Operator	Means an employee engaged in operating one fringing machine, feed the blanket/fabric pieces correctly into machine with loose ends of a calculated length (no picks insertion) top and bottom of blanket/fabric and ensure proper twisting of ends into strands and interlocked with a string of yarn in the center of the strands to create perfect fringed strands. Also capable to repair faulty fringed strands by hand.
Stenter Operator	Means an employee engaged in operating one stenter machine by ensuring the wet blanket/fabric pieces is fed correctly into the machine and adjusting the spiked chains on either side of machine holding the blanket/fabric on either side to correct width, also to ensure stenter machine is running at correct speed and to check that the temperature inside machine is at operating standard to ensure that the blanket/fabric pieces at outlet of machine is dry and on correct width.
Milling / Washing / Scouring Operator	Means an employee engaged in operating one or a set of milling machines. Operator must load blanket pieces into machines and check if pieces runs without blocking in the machine. Operator must mix the chemicals used and pour calculated amount into machine whilst in operation. During milling operator must check at intervals the width of blanket piece to ensure not to over mill the blanket piece. Operator will off load blanket pieces from milling machines into scouring/washing machines. Operator will either rinse or wash blanket pieces using calculated temperatures and chemicals. Operator will off load washed or rinsed blanket pieces and load into hydro extractor machine to remove excess water.
Poll Rotor Operator	Means employee engaged in operating a poll rotor to feed the blanket/fabric pieces correctly into machine. Operator must inspect final product for any defects this will include checking cutting of pile is uniform, blanket piece not folding in side machine and to report if operations deviates from standard operation requirements.
Calendering Operator	Means an employee engaged in operating one calendering machine, by feeding flinted blanket/fabric pieces into machine ensuring to determine the gab required between heated drum to impart perfect luster and finish to blanket/fabric. Operator to identify operational faults example

	creases, skew blanket/fabric and to adjust settings to rectify faults.
Sewing Machinist	Means a person who operates a sewing machine to bind or edge various blankets.
Blanket Cutter	Means an employee who operates a cutting machine and laying up and cutting of blankets.
Boiler Attendant	Means an employee engaged in operating and monitoring of a high pressure coal or oil boiler to supply steam in the factory for operational purposes.
Forklift Driver	Means an employee engaged in driving a forklift and for the purpose of this definition includes the checking of the forklift, the driving thereof and to assist with loading and unloading.
Light Motor Vehicle Driver	Means an employee engaged in driving a motor vehicle, scooter or forklift, 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.
Clerk	Means an employee who is engaged in one or more of the following activities: <ol style="list-style-type: none"> 1. Calculating piecework or bonus payments from production schedules. 2. Checking attendance records or recording particulars of employees at work or absent from work. 3. Checking or recording for production control. 4. Copying invoices or other documents. 5. Issuing machine parts, tools, oil and other equipment from workshop store and/or recording same. 6. Issuing yarns to the weaving department and recording same trimming. 7. Issuing trimming binding and sewing and accessories from a sub-store and/or recording same. 8. Receiving into stock, goods, blankets, sewing accessories trimming, chemicals and dyestuffs tools and other equipment and checking goods ordered such as quantity, size and quality. 9. Recording particulars of materials or general stores consumed or to be consumed or keeping stock records. 10. Recording particulars of waste. <p>Provided that a computer or a calculator may be used in carrying out one or more of the above duties.</p>
Raising operator	Means an employee to operate one raising machine by identifying the correct blanket/fabric pieces to load and to ensure correct program is loaded to raise the pieces. Operator must be

	able to count number of rounds needed and report any faults during raising process example, under or over raising, slippages and folding of blanket/fabric on raising machine.
Stretching operator	Means an employee will operate one stretching machine by feeding blanket/fabric pieces with incorrect final width into machine and stretch blanket/fabric pieces to correct final width.
Security Guard	Means an employee who is engaged to monitor and record: a) The movement of goods in and out of the factory; b) To search all vehicles that enter or leave the company premises to ensure all goods are accounted for; c) To conduct bodily searches on employees leaving the factory at the end of the shift to ensure that employees do not leave the factory with company property without a valid pass-out. d) To conduct routine patrol and inspection of the company premises to ensure that company property is safe guarded and to identify any suspicious or behaviour contrary to company rules and regulations.
Stamper Operator	Means an employee who is engaged to operate the stamper which compresses loose fibres into a cake of predetermined weight for the purpose making the fibre to be suitable for dyeing.
Cake Opener	Means an employee engaged in operating the cake opening machine for the purpose of shredding the dyed cake of fibres so that it can be suitable for the next process.
Yarn Hydro Operator	Means an employee who is engaged to operate the yarn hydro machine for the purpose of drying the fibres so that they can be moved to the transfer room.
Capping Operator	Means an employee who is engaged to round of the edges of yarn cones which makes them suitable for dyeing.
Chenille Operator	Means an employee engaged to operate the chenille machine to produce fancy yarns.
Card Willow Operator	Means an employee who is engaged to operate the card willow for the purpose of blending bales of fibre according to a pre-determined blend mix.
Quality Assurance Assistant	Means an employee engaged to verify that all the relevant information on the palletized yarn (colour, tex, quality and run numbers) are correct before it is dispatched to the customer. Also checks for and removes faulty packages and records all relevant information for superior's attention.

Grade	Job Title : Senior Process Operator	Definition
4	Warper	Means an employee who prepares warps from cones or bobbins for a warp and prepares the beam.
	Percher	Means an employee engaged in using an inspection board to detect any defects on a roll of blanket or material fabric from weaving such as size as specified, slubs, missing picks and irregularities in colour. All defects are marked and reported immediately.
	Knotter	Means an employee engaged in replacing beams and knotting warp ends onto trailing ends.
	Loom Loader	Means an employee engaged in loading a warped beam of yarn through a weaving machine to arrange a warp for a specified weaving pattern.
	Continuous Binding Operator	Means an employee who operates an Automatic Automotive Machine that stitches binding on two sides of a blanket on roll form. This includes the setting up of the machine.
	Quality Checker	Means an employee 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.
	Handyman	Means an employee other than a mechanic who makes repairs, adjustments or effects renovations to buildings, fixtures, fittings, plant, machinery and other equipment.
	Senior Clerk	Means an employee engaged in performing administrative tasks and assigning work to clerical staff on a day to day basis. The senior clerk is responsible for maintaining and managing office assets and to ensure compliance of corporate standards and policies of the organization.
	Head Weaver	Means an employee who engage in replacing selvedge bobbins, clean temple and replace selvedge cutters. Check quality changes and approve for production, activate new weaving orders on information system.
	Quality Assurance Laboratory Assistant	Means an employee engaged in carrying out the various tests on fibres and yarn to establish conformance to standards and to identify any deviations and to record all results and deviations for his/her seniors' attention and to implement corrective action where necessary.
	Truck Driver	Means an employee with either a code 10 or 14 driver's license inclusive of a PDP engaged in driving a truck for the purpose of delivering or fetching goods from the company to the customers and vice versa.
	Unit Supervisor / Team Leader	Means an employee engaged in supervising a team or shift for the purpose of meeting produc-

		tion targets, quality objectives as well as employee safety aspects. The Unit Supervisor will engage in continuous improvement processes and activities of his or her team. He or she provides management and technical leadership to unit staff as required.
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Grade	Job Title : Supervisory and Machine Mechanic	Definition
5	Loom Tuner	Means an employee engaged in drawing in loom according to specification, placing heels, droppers and final setting of the machine.
	Machine Mechanic	Means an employee engaged in mechanics set up, adjust and maintain machines in the Textile Industry. The machine mechanic will diagnose and fix processing faults on textile machines like weaving loom. Will repair or replace faulty parts, and adjust machine settings to meet design specifications.
	Production Controller	Means an employee engaged in production control and coordinate work within the Department in an efficient and effective manner and according to schedule. The production controller from time to time review production and compile progress report on work and production problems. The Production Controller will prepare detail production reports that serve as guides in manufacturing the product.
	Section 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.

27. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8.1

8.1 Every employer must pay each category of employee listed below an annual bonus based on the employee's actual basic earnings per annum, calculated on the actual basic hourly rate:

8.1.1 With effect from the coming into operation of this Agreement, permanent employees will receive an annual bonus of **5.0%** of actual basic earning per annum.

8.1.2 With effect from the coming into operation of this Agreement, **ex-fixed term contract employees employed prior and up to 31 December 2014** will receive an annual bonus of **3.33%** of actual basic earning per annum, and which percentage will be increased as per the table below:

01 January 2016 : 4.16% of actual basic earnings per annum

01 January 2017 : 5.00% of actual basic earnings per annum

8.1.3 With effect from the coming into operation of this Agreement, **new employees who joined the Blanket Industry as from 01 January 2015**, irrespective how long they have been in the industry, will receive an annual bonus of **1.66%** of actual basic earning per annum, and which percentage will be increased as per the table below:

01 January 2016 : 3.33% of actual basic earnings per annum

01 January 2017 : 5.00% of actual basic earnings per annum

28. **CLAUSE 10: TEMPORARY EMPLOYEES**

Substitute the following for the existing clause 10

- 10.1 As per the provisions of Clause 10.1 of Part 1 of this Agreement.
- 10.2 Temporary employees will be remunerated at 15% below the minimum hourly rate per grade for all periods of employment during the period of operation of this Agreement.
- 10.3 An employer may not employ a *temporary employee* for more than (6) six months. Any extension of a temporary contract shall be by agreement between the parties at plant level.
- 10.4 Any re-employment of *temporary employees* shall be by agreement between the parties at plant level.
- 10.5 A temporary employee will have first preference to permanent vacancies based on length of service and appropriate skills criteria.
- 10.6 The total number of *temporary employees* shall not exceed 20 percent of the total number of planned employment at any establishment.
- 10.7 Temporary employees in the employ of establishments shall not be entitled to an annual bonus and provident fund membership for any period of employment during the period of operation of Part 1 of this Agreement.

C: HOURS OF WORK

29. **CLAUSE 19: SHORT TIME**

Substitute the following for the existing clause 19

- 19.1 The purpose of short time is to meet the operational requirements of the particular employer establishment.
- 19.2 An employer may introduce short-time by giving the Union and affected employees nine hours' prior notice of such short-time owing to slackness of trade.

- 19.3 Where short-time is being or has been introduced in any establishment, an employee who attends at the establishment on any *day* shall, unless he / she has, prior to such *day*, received notice that his / her services will not be required on such *day*, be employed for at least half a *day* or be paid a half a *day's* wages in lieu thereof.
- 19.4 Employees' affected by short-time shall be transferred, as far as practicable, to positions occupied by *temporary employees* and be paid the corresponding wage and *grade* of such *temporary employee* in any section or department concerned for the period during which such transfers are effective.
- 19.5 In the event of an act of God, a disruption in utility service (electricity, water, hail damage, etc.) employers will be required to give employees 4 hour notice of short / reduced hours of work.

E: EMPLOYEE BENEFITS

30. CLAUSE 25: RETIREMENT FUND

Substitute the following for the existing clause 25

- 25.1 As per the provisions of sub-clause 25.1 of Part 1 of *this Agreement*.
- 25.2 Contributions by the employee and employer to the Textile Industry Provident Fund shall be as follows:
- 25.2.1 With effect from the coming into operation of this Agreement, current employees who are members of the Textile Industry Provident Fund, shall contribute 5.8% of the employee's basic wage, which percentage will be increased as per the table below. Employers will contribute an equivalent percentage.
- | | | | |
|---|------------|-------------------|--------------------------------|
| ➤ | Employee : | 01 January 2016 : | 5.85% of employee's basic wage |
| | | 01 January 2017 : | 5.90% of employee's basic wage |
| | | 01 January 2018 : | 5.95% of employee's basic wage |
| | | 01 January 2019 : | 6.00% of employee's basic wage |
| ➤ | Employer : | 01 January 2016 : | 5.85% of employee's basic wage |
| | | 01 January 2017 : | 5.90% of employee's basic wage |
| | | 01 January 2018 : | 5.95% of employee's basic wage |
| | | 01 January 2019 : | 6.00% of employee's basic wage |

25.2.2 With effect from coming into operation of this Agreement, **ex-fixed term contract employees employed prior to 31 December 2014**, will become members of the Textile Industry Provident Fund, and shall contribute **1.20%** of the employee's basic wage which percentage, will be increased as per the table below. Employers will contribute an equivalent percentage.

➤	Employee :	01 January 2016 :	2.40% of employee's basic wage
		01 January 2017 :	3.60% of employee's basic wage
		01 January 2018 :	4.80% of employee's basic wage
		01 January 2019 :	6.00% of employee's basic wage
➤	Employer :	01 January 2016 :	2.40% of employee's basic wage
		01 January 2017 :	3.60% of employee's basic wage
		01 January 2018 :	4.80% of employee's basic wage
		01 January 2019 :	6.00% of employee's basic wage

25.2.3 With effect from coming into operation of this Agreement, **new employees employed on/after 01 August 2014**, will become members of the Textile Industry Provident Fund, and shall contribute **1.20%** of the employee's basic wage which percentage, will be increased as per the table below. Employers will contribute an equivalent percentage.

➤	Employee :	01 January 2016 :	2.40% of employee's basic wage
		01 January 2017 :	3.60% of employee's basic wage
		01 January 2018 :	4.80% of employee's basic wage
		01 January 2019 :	6.00% of employee's basic wage
➤	Employer :	01 January 2016 :	2.40% of employee's basic wage
		01 January 2017 :	3.60% of employee's basic wage
		01 January 2018 :	4.80% of employee's basic wage
		01 January 2019 :	6.00% of employee's basic wage

25.3 A temporary employee in the employ of the employer shall not be entitled to retirement fund membership for any period of employment during the period of operation of Part 1 of this Agreement.

31. CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29.1

29.1 As per the provisions of Clause 29 of Part 1 of *this Agreement*, except that each employer shall contribute an amount per week per employee over a period of three years, as follows:

With effect from the coming into operation of this Agreement 60 cents per
employee per week

01 August 2015 : 80 cents per employee per week

01 August 2016 : R1.00 per employee per week

G: ORGANISATIONAL RIGHTS

32. CLAUSE 35: SHOP STEWARDS' RIGHTS AND FACILITIES

Insert the following new clause 35.10

35.10 The Employers will be given 7 days prior notice in writing by the Union for release of any shop steward or office bearer on paid leave for any planned union activity.

Insert the following new clause 35.11

35.11 Any activity outside the planned control of the Union which requires an office bearer to attend on short notice such as strike action, the Union will advise the Employers in writing at least 12 hours in advance and motivate such action.

Insert the following new clause 35.12

35.12 Organisational Rights Threshold for non-trade Union parties on the Council:

35.12.1 The Employers' Organisation and Trade Union have reached an agreement on *organisational rights* for non-parties to the *Blanket Section* of the *Bargaining Council*.

35.12.2 The provisions of the agreement regulate the *organisational rights* of non-union parties to the *Bargaining Council* at any employer' establishment who are paid-up members of the Employers' Organisation within the *Blanket Section*.

35.12.3 This provisions of the agreement also regulate the *threshold of representativeness* in the *Blanket Section* required in respect of one or more of the *organizational rights* referred to in section 12, 13 and 15 of the *Labour Relations Act, 66 of 1995*.

35.12.4 Any registered Union, who is not a party to the *Bargaining Council*, but who is legally entitled in terms of its constitution to organize in the Blanket manufacturing *industry*, must meet the following minimum requirements to enjoy

organizational rights as contemplated in Part A – Organisational Rights of the Labour Relations Act, 66 of 1995, at any employer establishment who are paid-up members of the Employers' Organisation:

- 35.12.4.1 The non-party Trade Union must demonstrate a representativeness threshold level of 33% of the total number of employees employed in the Blanket Section of the Bargaining Council.
- 35.12.4.2 The non-party Trade Union must request the Bargaining Council to verify the number of members of the Union against the representativeness level outlined in sub-clause 35.12.4.1.
- 35.12.4.3 The non-party Trade Union must accept the outcome of the verification as final and binding.
- 35.12.5 This Organisational Threshold requirement will have the effect that a Union, who is not party to the Bargaining Council may not have any organizational rights due to the representivity threshold level outlined in clause 35.12.4 above, despite the fact that the Union may have more than 33% of the total number of employees employed at any employer establishment who are paid-up members of the Employers' Organisation.
- 35.12.6 This Organisational Threshold requirement will apply equally to any registered trade union seeking any of the organizational rights at any employer establishment who are paid-up members of the Employers' Organisation.
- 35.12.7 This Organisational Threshold requirement will replace any agreement between the Trade Union and members of the Employers' Organisation at plant level which may regulate organizational rights at these establishments for Trade Unions that are not party to the Bargaining Council.
- 35.12.8 Any dispute regarding the interpretation or application of this Organisational Threshold requirement to be referred to the Bargaining Council in terms of the Council's dispute resolution policy and procedure.

33. **CLAUSE 45: REGISTRATION OF EMPLOYERS**

Insert the following new sub clause 45.1.6; 45.1.7; and 45.1.8.

- 45.1.6 The sub-sector / section of operation within the industry;
- 45.1.7 A copy of any piece-work rates, if applicable;
- 45.1.8 Any importation of blankets or fabric on roll form.

Substitute the following for the existing clause 45.2

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. If the employer is a partnership or company, then the employer must also send information disclosing the title under which the partnership or company operates, and the names and business addresses of any proprietors, partners, directors, human resource practitioners and company secretary.

H: GENERAL

34. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Substitute the following for the existing clauses 49.3 and 49.4

49.3 Labour Profile

49.3.1 The Labour Profile consisting of 70% permanent employees and 30% fixed term contract employees will be abolished with effect from the coming into operation of this Agreement.

49.3.2 With effect from the coming into operation of this Agreement, the labour complement will consist of 100% permanent employees at each employer establishment.

49.4 Fixed Term Contract Employees

This category of employee which is part of the Labour Profile reflected in clause 49.3.1 will no longer exist as from the coming into operation of this Agreement.

35. CLAUSE 52:

Clauses 52 and 53 have been deleted and transferred to clause 35.12

PART 2
ANNEXURE K

NON WOVEN TEXTILES SUBSECTOR

A. APPLICATION

36. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

37. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

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

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

MINIMUM WAGE

Grade	Hourly rate of pay
A1 /A2	R23.99
A3 / B1	R24.26
B2 / B3	R25.47
B4 / B5	R27.38

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

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

Grade	Increase per hour
A1 /A2	164 cents per hour
A3 / B1	166 cents per hour
B2 / B3	174 cents per hour
B4 / B5	187 cents per hour

- 4.5 The grading system implemented in this sub-sector is the Paterson Decision Band Methodology.
- 4.6 With effect from the coming into operation of this agreement, the *minimum wages* for the *Non-Woven Section*, which an employer shall pay to employees, employed on or after 01 July 2011, shall be as specified in table 4.7 below.
- 4.7 Every employer must pay each employee a wage that is not less than the *New Entrant* wage rate prescribed in the table below:

NEW ENTRANT WAGE

Grade	Hourly rate of pay
A1 /A2	R19.19
A3 / B1	R19.41
B2 / B3	R20.36
B4 / B5	R21.91

- 4.8 The provisions of clause 4.6 and 4.7 above will not be applicable to employees who are skilled non-woven employees who have been retrenched from any company that falls under the scope of the Non-Woven sub sector within the past 12 months from 01 July 2014 and who previously earned the Industry minimum hourly rate and are re-employed during the period of this agreement. Such retrenched employees must be paid at the applicable rates of pay as detailed in clause 4.2 and 4.4 above. "

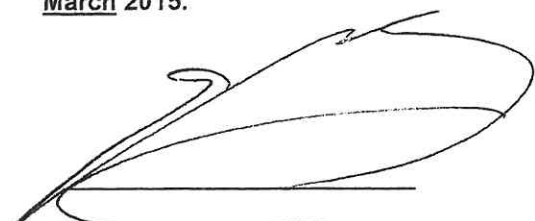
38. CLAUSE 8: ANNUAL BONUS

Substitute the following for existing clause 8.2

- 8.2 The annual bonus is based on a full year of service commencing on 1 November of the preceding year and ending on 31 October of the year in which the annual bonus is paid.

The annual bonus is calculated at 19 (nineteen) days' basic wage rates with effect from coming into operation of this Agreement."

Signed at Durban, for and behalf of the parties to the Council this 17th day of March 2015.




J BROUWER

CHAIRPERSON OF THE COUNCIL



N B LOUBSER

VICE CHAIRPERSON OF THE COUNCIL



G P PILLAY

SECRETARY OF THE COUNCIL

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