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**IMPORTANT ANNOUNCEMENT**

*Closing times* **PRIOR TO PUBLIC HOLIDAYS** for  
**GOVERNMENT NOTICES, GENERAL  
 NOTICES, REGULATION NOTICES  
 AND PROCLAMATIONS**

2009

*The closing time is 15:00 sharp on the following days:*

- ▶ 19 March, Thursday, for the issue of Friday 27 March 2009
- ▶ 2 April, Thursday, for the issue of Thursday 9 April 2009
- ▶ 8 April, Wednesday, for the issue of Friday 17 April 2009
- ▶ 22 April, Wednesday, for the issue of Thursday 30 April 2009
- ▶ 30 April, Thursday, for the issue of Friday 8 May 2009
- ▶ 11 June, Thursday, for the issue of Friday 19 June 2009
- ▶ 6 August, Thursday, for the issue of Friday 14 August 2009
- ▶ 17 September, Thursday, for the issue of Friday 25 September 2009
- ▶ 10 December, Thursday, for the issue of Friday 18 December 2009
- ▶ 15 December, Tuesday, for the issue of Thursday 24 December 2009
- ▶ 21 December, Monday, for the issue of Thursday 31 December 2009
- ▶ 30 December, Wednesday, for the issue of Friday 8 January 2010

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is accepted, a double tariff will be charged

The copy for a SEPARATE Government Gazette must be handed in not later than three calendar weeks before date of publication

**BELANGRIKE AANKONDIGING**

*Sluitingstye* **VOOR VAKANSIEDAE** vir  
**GOEWERMENTS-, ALGEMENE- &  
 REGULASIEKENNISGEWINGS  
 ASOOK PROKLAMASIES**

2009

*Die sluitingstyd is stiptelik 15:00 op die volgende dae:*

- ▶ 19 Maart, Donderdag, vir die uitgawe van Vrydag 27 Maart 2009
- ▶ 2 April, Donderdag, vir die uitgawe van Donderdag 9 April 2009
- ▶ 8 April, Woensdag, vir die uitgawe van Vrydag 17 April 2009
- ▶ 22 April, Woensdag, vir die uitgawe van Donderdag 30 April 2009
- ▶ 30 April, Donderdag, vir die uitgawe van Vrydag 8 Mei 2009
- ▶ 11 Junie, Donderdag, vir die uitgawe van Vrydag 19 Junie 2009
- ▶ 6 Augustus, Donderdag, vir die uitgawe van Vrydag 14 Augustus 2009
- ▶ 17 September, Donderdag, vir die uitgawe van Vrydag 25 September 2009
- ▶ 10 Desember, Donderdag, vir die uitgawe van Vrydag 18 Desember 2009
- ▶ 15 Desember, Dinsdag, vir die uitgawe van Donderdag 24 Desember 2009
- ▶ 21 Desember, Maandag, vir die uitgawe van Donderdag 31 Desember 2009
- ▶ 30 Desember, Woensdag, vir die uitgawe van Vrydag 8 Januarie 2010

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n APARTE Staatskoerant verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

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**GOVERNMENT NOTICES  
GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

**No. R. 36**

**23 Januarie 2009**

**WET OP ARBEIDSVERHOUDINGE, 1995**

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING NA  
NIE-PARTYE VAN HYSBAKINGENIEURS KOLLEKTIEWE  
WYSIGINGSOOREENKOMS**

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 hierby verskyn en wat in die Metaal-En Ingenieursnywerhede 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 2 Februarie 2009, en vir die tydperk wat op 30 Junie 2010 eindig.

**M M S MDLADLANA  
MINISTER VAN ARBEID**

**No. R. 36****23 January 2009****LABOUR RELATIONS ACT, 1995****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION  
TO NON-PARTIES OF LIFT ENGINEERING COLLECTIVE AMENDING  
AGREEMENT**

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 the Metal and Engineering Industries 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 2 February 2009, and for the period ending 30 June 2010.

**M M S MDLADLANA  
MINISTER OF LABOUR**

**SCHEDULE****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****LIFT ENGINEERING COLLECTIVE AMENDING AGREEMENT**

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

**Lift Engineering Association of South Africa**

(Hereinafter referred to as the “employers” or the “employer organization”), of the one part,

the

**South African Equity Workers’ Association**

(Hereinafter referred to as the “employees” or the “trade unions”), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council, to amend the Agreement published under Government Notice No. R.405 of 31 March 1998, as renewed, amended and re-enacted by Government Notices Nos. R.160 and R.161 of 12 February 1999, R.1314 of 12 November 1999, R.1125 of 17 November 2000, R.1013 of 12 October 2001, R.1242 of 30 November 2001, R.529 of 3 May 2002, R.1249 of 4 October 2002, R.669 of 23 May 2003, R.1829 of 24 December 2003, R.1021 of 3 September 2004, R.1181 of 15 December 2005, R.1182 of 15 December 2005, R.1136 of 17 November 2006 R.1137 of 17 November 2006 and R1173 OF 14 December 07 and 1174 of 14 December 07

**1. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed –

- (a) In the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
- (b) By all employers who are members of the employer’s organization and by all employees who are members of the trade unions, in respect of the maintenance

and/or assembly and/or installation and/or repair of electrical and hydraulic lifts, escalators, moving walkways and goods lifts.

- (2) The provisions of clauses 1(1) (b) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions, respectively.

## **2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995 and shall remain in force until 30 June 2010.

## **3 CLAUSE 6: STAND-BY DUTIES AND CALL-OUTS**

Substitute the following for sub-clauses (d),(e) and (f):

- "(d) An employee who is required to be on stand-by on Monday to Friday shall receive a stand-by allowance of R62.36 per day, excluding Saturdays, Sundays and public holidays.
- (e) An employee who is required to be on stand-by on a Saturday shall receive a stand-by allowance of R93.52 per day.
- (f) An employee who is required to be on stand-by on a Sunday or public holiday shall receive a stand-by allowance of R124.72 per day.

**Note:** The daily amounts specified in sub-clauses 1(d), (e) and (f) shall apply for the period 1 July 2008 to 30 June 2009".

## **4. CLAUSE 7:**

Substitute the following for sub-clause 2 (c) (i)

"2(c)(i) All payments due to the employee(s) in terms of this agreement shall be payable to the employee(s) by not later than two days before the last working of each calendar month"

**5. CLAUSE 13: Unpaid leave at time confinement**

Delete this clause and insert the following:

"Refer to the provisions of clause 31, "Maternity Leave or Leave in respect of the adoption of a child under two years of age"

**6. Clause 18: Injury on Duty Allowance**

Substitute the following for sub-clause 2.

"Whenever an employee is absent from work through occupational sickness or injury not recognised as compensable in terms of Compensation for Occupational Injuries and diseases Act, 1993 [see Section 22(2)] they shall be paid on the basis of the employee's actual hourly rate of pay for any period of absence up to a maximum of three working days. Such payment made to the employee shall be recoverable from the Metal and Engineering Industries Sick Pay Fund by the employer."

**7. Clause 31: Termination of employment owing to pregnancy.**

**Substitute the following for the existing clause:**

**"31. Maternity Leave or Leave in respect of the adoption of a child under two years of age.**

Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee who is unable to continue working due to pregnancy and adoption of a child under two years of age:

(1) For the purposes of this clause:

- (a) 'employee' means an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age and includes employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with services covered by the scope of application of this agreement, but does not apply to the work carried out by administrative staff and/or those employees employed on non-production operations;
  - (b) 'permanent employee' means any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.
  - (c) 'substitute employee' means any employee other than an employee who is specifically employed on short term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.
- (2) A permanent employee shall be entitled to the following benefits when such employee is unable to continue employment owing to pregnancy or the adoption of a child under two years of age:

	<b>Period of unpaid Leave</b>		
	<b>Pregnancy</b>	<b>Stillborn confinement</b>	<b>Adoption of children under two years of age</b>
Employees with one year or more continuous service with the same employer.	26 weeks	12 weeks	26 weeks
Employees with less than one			

year's continuous service with the same employer	18 weeks	8 weeks	18 weeks
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**Note:**

A qualifying permanent employee, falling under the scope of the Metal and Engineering Industries Sick Pay Fund Agreement, shall receive a benefit from the Sick Pay Fund equating to 100% of her wages.

(3)(a) The employer and employee shall enter into a written agreement specifying –

- (i) the date of return to work mutually agreed upon between the employer and employee;
- (ii) that should the employee wish to return to work earlier than the date referred to in (i), the employee shall give the employer not less than four weeks' prior notice of such intention;
- (iii) provided the employee is so entitled, the benefits the employee is eligible for, from the Metal and Engineering Industries Sick Pay Fund or in respect of the employee's participation in any other fund, organization or scheme providing benefits in respect of pregnancy or adoption of a child under two years of age and in respect of which exemption has been granted or is granted, from the provisions of the Metal and Engineering Industries Sick Pay Fund Agreement; and the employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and should assist the employee to complete the claim(s) prior to the date of proceeding on maternity leave or leave in respect of the adoption of a child under two years of age in order that such claims may be submitted on proceeding on maternity leave;
- (iv) the details of the employee's occupation and rate of pay at the time of proceeding on maternity leave.

A female employee seeking to utilize the adoptive leave provisions shall notify the employer of the institution of the adoption proceedings and shall keep the employer informed of progress in the adoption process, including the anticipated date that the adoption will take effect.

- (4) Provided the employee returns to work on the date referred to in paragraph (3)(i) or (3)(ii) of this clause, the employer shall place the employee -
- (i) in the same or in a similar position to the position held prior to her proceeding on maternity or adoption leave;
  - (ii) on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment that applied prior to the maternity or adoption leave.
- (5) On returning to work the employee shall -
- (i) be treated as having unbroken service, except that the period of absence shall not be counted as service for the purpose of leave pay and leave enhancement pay calculation in that leave cycle;
  - (ii) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;
  - (iii) be entitled to any increase prescribed for the job grade in any collective agreement which comes into operation during the period of absence;
  - (iv) not suffer any decrease in status relative to other employees as a result of the period of absence.
- (6) During the period of maternity or adoption leave provided for in this clause, the employer shall be entitled to employ a substitute temporary employees on a short-term contract of employment as provided for in the Annexure to this clause at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee, or where there is no rate prescribed in this Agreement, at the rate

normally paid to an employee employed for work in operative or manufacturing processes. Short-term contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—

- (i) on the return to work of the employee who is absent;
- (ii) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier return to work, as provided for in sub clause (3)(a)(ii) above.

The substitute temporary employee shall signify acceptance of these conditions in writing. If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.

- (7) During an employee's pregnancy an employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if the employee is required to perform night work (between the hours of 18h00 and 06h00) and it is practical for the employer to do so.
- (8) For the purposes of any retrenchment or reduction in the workforce that may arise during the absence of any employee, the employee shall be classified and dealt with as an employee in employment. Should such circumstances arise, all substitute temporary employees shall be retrenched before permanent employees.
- (9) The provisions of clause 12(4) of this Agreement in respect of leave pay and clause 15(2) in respect of leave enhancement pay shall be applied on proceeding on maternity leave.
- (10) The provisions of section 25, "Maternity Leave" of the Basic Conditions of Employment Act shall apply, as changed by the context of this clause.

**ANNEXURE****SHORT-TERM CONTRACT OF EMPLOYMENT FOR  
SUBSTITUTE TEMPORARY EMPLOYEES**

In terms of clause 31 of the Lift engineering Agreement

**CONTRACT OF EMPLOYMENT**

The employer hereby agrees to engage the services of .....

.....

(The substitute temporary employee) and the substitute temporary employee hereby agrees to accept service with the employer on the following terms and conditions:

- (i) The duration of this Contract of Employment shall be for a maximum period of six months from ..... to ..... or shall terminate upon re-employment of (the permanent employee) in terms of clause (ii) below.
- (ii) The Contract of Employment shall terminate on the agreed date of return of .....(the permanent employee) or three weeks after the substitute temporary employee has been given written notice that the permanent employee has given the employer notice of an earlier return to work, as the case may be, as provided for in clause 3(a)(ii) above.
- (iii) For the purpose of any retrenchment or reduction in the workforce that may arise during the absence of the permanent employee, all substitute temporary employees shall be retrenched before permanent employees.
- (vi) On completion of the contract period as detailed in (i) or (ii) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but shall be completion of contract.
- (v) The remaining conditions of employment, not expressly detailed above, shall be the existing employer policy, rules and regulations and the general conditions of employment

as contained in the Lift Engineering Agreement for the Iron, Steel, Engineering and Metallurgical Industry.

- (vi) Where employment continues after the return of the permanent employee (.....), this contract shall automatically terminate and the provisions of the Lift Engineering Agreement shall apply.

The substitute temporary employee acknowledges that they understand the contents of this contract and signifies acceptance thereof.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

Employer: \_\_\_\_\_

Employee \_\_\_\_\_

Witness: \_\_\_\_\_

**8. CLAUSE 36: WAGES**

(For the period 1- 07- 08 to 30- 06 - 09)

Substitute the following for the existing Clause 36

“(1) No employer shall pay to any employee engaged on work classified in the schedules to this Agreement wages lower than those stipulated and no employees shall accept wages lower than those stipulated, namely –

- (a) Category 1 : R57.67 per hour;  
 Category 2 : R42.30 per hour  
 Category 3 : R26.94 per hour  
 Category 4 : R21.86 per hour

(b) **Apprentices:**

- First year : R20.16 per hour  
 Second year : R23.04 per hour  
 Third year : R28.83 per hour  
 Fourth year : R46.11 per hour

- (2) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date, plus an additional amount for his wage group as follows:

<b><i>Class of work</i></b>	<b><i>Amount per hour</i></b>
(a) Category 1 employees .....	567 cents
Category 2 employees .....	416 cents
Category 3 employees .....	265 cents
Category 4 employees .....	215 cents

**(b) Apprentices:**

First year	.....	198 cents
Second year	.....	226 cents
Third year	.....	283 cents
Fourth year	.....	453 cents

OR

10.9% of the actual hourly rate of pay he was receiving on 30 June 2008, whichever additional amount is the greater: Provided that –

- (i) The additional amount payable in terms of this sub-clause to an employee for his class of work may be reduced by the amount of any increase granted to such employees on or subsequent to 1 July 2008: provided further that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 2008, shall be remunerated by the payment of an amount within 16 weeks after the date of coming into operation of this Agreement on the basis stated below:

Amount per hour for the	}		{Amount per hour of
employee's class of work	}	Less (if any)	{any increase granted
prescribed above	}		{to the employee on
			{or after 1 July 2008

multiplied by the number of hours for which the employee concerned was entitled to payment of this wage or the period from the start of the first shift on or after 1 July 2008 to the first shift for which the amount per hour of the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later;

- (ii) Any employee who was engaged after 1 July 2008 at a rate of pay not less than the rate of pay prescribed for his class of work at the date of coming

into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection for his class of work;

- (iii) No employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work was awarded on or subsequent to 1 July 2008 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
- (iv) An employer who intends to grant increases to all employees or to a particular category of employees in excess of the guaranteed personal minimum increase provided for above at the date of coming into operation of this Agreement shall consult the trade unions of which the employees concerned are members.

Where an employer, following such consultation, grants such increases over and above those provided for in this Agreement, the Bargaining Council shall be notified of the increases granted.

- (3) Operators may be employed on Category 2 and Category 3 work only if they have passed
  - (a) training programme(s) recognized by the Bargaining Council and are in possession of a certificate of proficiency issued by the employer covering the functions that they are allowed to perform under the schedules to this Agreement
- (4) The employers who are party to this Agreement have undertaken to distinguish clearly, at the time of awarding wage increases, between the wage increase component negotiated in terms of this Agreement and any other increases, such as merit increases which may be granted to employees.
- (5) (a) No employee shall be employed on or more than one occupation scheduled in this Agreement at different rates of pay in any one week including any overtime worked at a higher paid occupation, unless payment is made as if such employee had

been employed for the whole of that week in the higher paid occupation:

Provided that where a lower paid employee is temporarily substituted for a higher paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

- (b) Where lower paid employee is temporarily substituted for a higher paid employee:
  - (i) Such substitution shall be part of career development aimed at developing the employee by providing exposure to the higher level job; and
  - (ii) Such substitution is to be an integral part of the development programme and therefore a pre-requisite for successful completion of the programme.
- (6) An employer who intends to grant increases to all employees or a particular category of employees shall consult the trade unions of which the employees concerned are members."

**9. ANNEXURE E:**

Insert the following new annexure:

**Annexure E**

**Employee safety whilst undertaking work in high risk areas**

It is recognized that safety and security affects every workplace impacting on productivity, employee benefits, occupational health and safety, production costs and workplace morale.

The effective management of safety and security in the workplace requires an integrated strategy that includes, amongst others the following elements:

- An understanding and assessment of the impact of safety and security on the workplace; and
- Long and short term measures to deal with and reduce this impact, including:
  - A safety and security policy for the workplace; and
  - A safety and security awareness programme.

It is recommended that every workplace works towards developing and implementing a workplace awareness programme aimed at preventing safety and security breaches affecting employees whilst undertaking work in high risk areas.

The nature and extent of a workplace programme should be guided by the needs and capacity of each individual workplace. However, it is recommended that every workplace programme should, as far as is reasonably practicable and feasible, attempt to address the following in co-operation with the employer; the client; the trade unions, shop stewards and individual employees:

- When entering into new contracts in high risk areas request that unoccupied stops will be attended to during normal working hours and occupied stops will be attended to where secure parking is provided;
- It is recommended that expensive watches, jewellery and/or accessories are not worn when on call;
- It is recommended that employees do not wear company overalls, uniform or insignia when undertaking work after hours in high risk areas;
- It is recommended that employees do not leave any valuables in vehicles;

- If possible advise your assistant on standby that you are attending to a call in a high risk area and if possible arrange that he/she accompany you on the call;
- Investigate the feasibility of training caretakers in high risk buildings to rescue trapped passengers;
- Employers in consultation with clients should investigate the feasibility of hiring a security escort to accompany a mechanic into a high risk area after hours;
- Investigate the feasibility of the building owner or client providing security on late night call-outs;
- Investigate the feasibility of ensuring that during normal working hours technicians called out into high risk areas are accompanied by an assistant; and
- Employers should take all reasonable steps to assist employees with referrals to appropriate trauma counseling and psycho-social facilities within the community, if such services are not provided at the workplace.

The Metal and Engineering Industries Bargaining Council should ensure that copies of this guide are available and accessible.

It is recommended that employers should include the guide in their orientation, education and training programmes of employees.

The trade unions should include the guide in their education and training programmes of shop stewards and members.

All employers and employees, and their respective organizations are encouraged to use this guide to develop, implement and refine their safety and security policies and

programme to suit the needs of their workplaces and maintain, as far as is reasonably practicable, a workplace that is safe and without risk to the safety and security of its employees.

Signed at Johannesburg for and on behalf of the parties, this day of **4 November 2008**

L Trentini

**Member** .....

L de Welzim

**Member** .....

Nick Faasen

**Operations Manager** .....

No. R. 37

23 January 2009

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

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 the Bargaining Council for the Fishing Industry, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from ..... 26 January 2009 ..... and for the period ending 30 June 2009.

M M S MDLADLANA  
**MINISTER OF LABOUR**

**WET OP ARBEIDSVERHOUDINGE, 1995****BEDINGINGSRAAD VIR DIE VISNYWERHEID: UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS**

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 Bedingingsraad vir die Visnywerheid 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 .....26 Januarie 2009....., en vir die tydperk wat op 30 Junie 2009 eindig.

M M S MDLADLANA  
**MINISTER VAN ARBEID**

**SCHEDULE****BARGAINING COUNCIL FOR THE FISHING INDUSTRY****SECTION 1: GENERAL****PART A: INTRODUCTION****MAIN COLLECTIVE AGREEMENT****1. CLAUSE 1: PARTIES TO THE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, this Agreement is made and entered into by and between the

**SOUTH AFRICAN FISHING INDUSTRY EMPLOYERS' ORGANISATION (SAFIEO)**

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

**TRAWER & LINE FISHERMEN'S UNION  
NATIONAL CERTIFICATED FISHING AND ALLIED WORKERS' UNION (NCFAWU)  
FOOD AND ALLIED WORKERS' UNION (FAWU)**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Bargaining Council for the Fishing Industry (hereinafter referred to as the "Council")

to amend the collective agreement published under Government Notice No. R. 891 of 28 September 2007 as extended by Government Notice No. R. 356 of 4 April 2008 and R. 1209 of 14 November 2008.

**2. CLAUSE 2: PURPOSE OF THE AGREEMENT**

This agreement aims to advance economic development and social justice by fulfilling the primary objects by giving effect to, and regulate the right to, fair labour practices conferred by section 23 of the Constitution of South Africa 108 of 1996, by establishing and enforcing basic conditions of employment in the scope of the council for Employees employed on vessels at sea, excluded from the Basic Conditions of Employment Act.

**PART B: APPLICATION****3. CLAUSE 3: SCOPE OF APPLICATION**

3.1 This agreement applies to all employers and/or employees who are members of any of the parties to this agreement and who are employed in the –

3.1.1 Deep sea Bottom Trawl; and

3.1.2 Inshore Bottom Trawl Sectors.

3.2 The provisions of this agreement shall not apply to non-parties in respect of clauses 3, 4 and 12.

**4. CLAUSE 4: PERIOD OF OPERATION**

4.1 Substitute the following for clause 4:

**“4. PERIOD OF OPERATION**

The terms and conditions set out herein shall come into operation –

4.1 in respect of the parties as agreed and shall remain in force until 30 June 2009; and

4.2 in respect of non-parties to the agreement as from date of coming into operation and shall remain in force until cancelled by the Minister.”

**5. CLAUSE 5: PRESUMPTION AS TO WHO IS AN EMPLOYEE**

Insert the following new clause 5.3:

“5.3 For the purpose of this agreement, a person whose services have been procured for, or provided by a **Temporary employment service** as regulated in terms of section 198 of the Act.

**PART C: DEFINITIONS****6. CLAUSE 7: GENERAL DEFINITIONS**

- 6.1 Insert the following new definitions after the definitions of "Fishing Industry", "Place of work" and "Shore leave" respectively.

**"Home port'** means any port of fishing harbour in the Republic of South Africa in which the employee was engaged".

- 6.1.2 **"Public holiday'** means all public holidays declared in terms of the Public Holidays Act no. 36 of 1994 as amended from time to time, excluding the arrangement of public holidays that coincides with a Sunday".

- 6.1.3 **"Temporary employment service'** shall mean a Labour Broker in laymen terms and regulated in terms of section 198 of the Act".

Delete the definition of "Small business" where it appears in clause 7.15A.

**SECTION II: CORE RIGHTS****PART D: REMUNERATION****7. CLAUSE 9: MINIMUM REMUNERATION**

Substitute the expression "one hundred and forty nine thousand seven hundred and thirty six Rand (R149 736, 00)" for the expression "one hundred and fifteen thousand five hundred and seventy two Rand (R115 572, 00)" where it appears in clause 9.3.

**PART E: BENEFITS****8. CLAUSE 12: PROTECTIVE CLOTHING**

Substitute the expression "one Rand and ninety five cents (R1, 95)" for the expression "one Rand and seventy five cents (R1, 75)" where it appears in clause 12.1.

**PART H: EMPLOYMENT****9. CLAUSE 23: APPOINTMENTS**

Insert the following new subclause 23.3:

"23.3 No employer shall engage and employee without a valid identity document or passport and a work permit."

**10. CLAUSE 29: KEEPING OF RECORDS**

In clause 29.1.5, delete the word "and" where it appears at the end of the sentence.

Insert the following new subclauses 29.1.7 and 29.1.8:

"29.1.7 The identity document of any employee that is a South African Citizen; and  
29.1.8 The work permit and passport of any employee that is not a South African Citizen."

***PART I: TERMINATION OF CONTRACT OF EMPLOYMENT***

**11. CLAUSE 30: TERMINATION**

Insert the following new subclauses 30.9 and 30.10:

"30.9 Section 144 of the Merchant Shipping Act is hereby incorporated to read that when the service of an employee terminates without his consent at a place other than his **home port**, and before the expiration of the period for which the employee was engaged, the employer shall make adequate provision for the maintenance of the employee and for his return to **home port** at the employer's expense.

30.10 Further to paragraph 30.9 above, the employee shall be responsible for the cost of his maintenance and return to his **home port** where the employee deserts or fails to join his vessel in a port other than his **home port**."

***PART J: GENERAL***

**12. CLAUSE 35A: ORGANISATIONAL RIGHTS**

Insert the following new subclauses 35A.1 to 35A.4

- “35A.1 Any registered trade union that is a party to this Council shall automatically enjoy the rights contemplated in clauses 35A.2 and 35A.3 below in respect of all **places of work** within the registered scope of the Council, regardless of their representativeness in any particular **place of work**.
- 35A.2 Any registered trade union shall have the right to access to a **place of work** within the registered scope of the Council, as set out in section 12 of the Act.
- 35A.3 Any registered trade union shall be entitled to have trade union subscriptions or levies deducted from any employee authorising same who is employed within a **place of work** within the registered scope of the Council, as set out in section 13 of the Act.
- 35A.4 The parties endorse the principle of a registered trade union exercising the organisational rights in terms of section 21 of the Act when read with section 14 to 16 of the Act, when dealing with organisational rights such as trade union representatives, leave for trade union activities and disclosure of information.”

#### SECTION 111: SECTOR CHAMBER PARTICULARS

### 13. **CLAUSE 36. ANNEXURE A: DEEP-SEA BOTTOM TRAWL SECTOR**

13.1 Substitute the following for clause 36:

“**36.1 MINIMUM DEEP-SEA REMUNERATION**

- 36.1.1 Actual remuneration rates shall be increased by at least ten percent (10 %) as from the date of coming into operation of this agreement.
- 36.1.2 Actual remuneration rates shall be increased by at least a further half percent (0, 5 %) as from 1 December 2008, calculated on the actual rates in place after the increase in clause 36.1.1 above.
- 36.1.3 The following remuneration schedule sets out the minimum rates of pay per working day for each rank that shall be effective from the dates indicated in the schedule:

<b>EMPLOYEE RANK</b>	<b>Date of coming into operation of the agreement</b>	<b>1 December 2008</b>
Able Seaman	R117, 70	R118, 24
Assistant Factory Manager	R128, 94	R129, 53
Assistant Marine Engineer	R120, 76	R121, 31
Bosun	R130, 12	R130, 71
Charge Hand	R109, 28	R109, 78
Cook	R156, 42	R157, 13
Cook – 1 <sup>st</sup>	R184, 32	R185, 16
Cook – 2 <sup>nd</sup>	R130, 12	R130, 71
Deck Hand	R109, 28	R109, 78
Factory Manager	R171, 96	R172, 74
Fishmeal Operator	R142, 30	R142, 95
Galley Hand	R 99, 16	R 99, 61
Greaser	R125, 47	R126, 04
Greaser – M3	R133, 12	R133, 72
Greaser – M4	R129, 12	R129, 70
Lifeboatman	R109, 28	R109, 78
Spare Hand	R 99, 16	R 99, 61

### **36.2 MINIMUM DEEP-SEA REST PERIODS**

36.2.1 The employer shall provide an employee with at least ten (10) hours of rest per day of which at least six (6) hours of the ten (10) hours shall be continuous uninterrupted rest when the employee is employed in the Deep-sea Bottom Trawl Sector.”

### **14. CLAUSE 37. ANNEXURE B: INSHORE BOTTOM TRAWL SECTOR**

14.1 Substitute the following for clause 37:

#### **“37.1 MINIMUM INSHORE REMUNERATION**

37.1.1 Actual remuneration rates shall be increased by at least nine percent (9 %) as from the date of coming into operation of this agreement.

37.1.2 The following minimum remuneration schedule sets out the minimum rates of pay per working day for each rank that shall be effective from the date of coming into operation of this agreement.

<b>EMPLOYEE RANK</b>	<b>INSHORE BOTTOM TRAWL</b>
Able Seaman	R108, 70
Assistant Marine Engineer	R120, 20
Bosun	R106, 00
Chief Engineer	R183, 80
Cook	R 91, 80
Deck Hand	R106, 00
Driver	R106, 00
Spare Hand	R 84, 90

#### **SECTION V: CONSENSUS**

Through application of signature hereof the parties to the respective chambers of the Bargaining Council for the Fishing Industry (in alphabetical order), confirm their acceptance of the terms and conditions contained herein:

#### **15. CLAUSE 45. DEEP-SEA BOTTOM TRAWL SECTOR**

**SIGNED AND AGREED TO IN CAPE TOWN ON THIS 22<sup>nd</sup> DAY OF OCTOBER 2008.**

DAVID OLIVIER  
**TRAWER & LINE FISHERMEN'S UNION**

THABO MOSALANE  
**FOOD AND ALLIED WORKERS' UNION (FAWU)**

ENVOR BARROS  
**NATIONAL CERTIFICATED FISHING AND ALLIED WORKERS' UNION (NCFWU)**

H A DE BEER  
**SOUTH AFRICAN FISHING INDUSTRY EMPLOYERS' ORGANISATION (SAFIEO)**

**16. CLAUSE 46: INSHORE BOTTOM TRAWL CHAMBER**

**SIGNED AND AGREED TO IN CAPE TOWN ON THIS 22<sup>nd</sup> DAY OF OCTOBER 2008**

DAVID OLIVIER

**TRAWER & LINE FISHERMEN'S UNION**

H A DE BEER

**SOUTH AFRICAN FISHING INDUSTRY EMPLOYERS' ORGANISATION (SAFIEO)**

No. R. 38

23 January 2009

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

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 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 ..... 2 February 2009 ..... and for the period ending 31 December 2009.

✓ M M S MDLADLANA

**MINISTER OF LABOUR**

No. R. 38

23 Januarie 2009

**WET OP ARBEIDSVERHOUDINGE, 1995****NASIONALE TEKSTIEL BEDINGINGSRAAD: UITBREIDING NA NIE-  
PARTYE VAN HOOF KOLLEKTIEWE WYSIGINGSOORENKOMS**

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 .....2 Februarie 2009....., en vir die tydperk wat op 31 Desember 2009 eindig.

✓ M M S MDLADLANA  
MINISTER VAN ARBEID

**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)**

**Woven, Crochet and Knitted Narrow Fabric Manufacturers Employers'  
Association (WCKNFMEA)**

**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 (NTBC)** to amend the 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 and R.1149 of 31 October 2008.

**PART 1**

**A: APPLICATION**

**1. SCOPE OF APPLICATION**

(a). This Agreement applies to all employers and all employees who are members of the parties to this Agreement and who are engaged in the Textile Industry, as defined in the registered scope of the Bargaining Council, as follows:

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

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

### **1.1.1. Fibre Manufacture**

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

#### **1.1.1.1 Natural Fibres**

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

#### **1.1.1.2 Manufactured Fibres:**

- Synthetic polymers: including polymethylene, polyolefin, polyvinyl, polyurethane, polyamide, aramid, polyester and synthetic polyisoprene
- Natural polymers: including made from or comprising aliginate rubber, regenerated proteins regenerated cellulose and cellulose ester

- **Minerals:** including rock wool, carbon fibre and glass fibre or any other fibre manufactured from minerals and,
- all other manufactured fibres and tapes not specified above.

### **1.1.2 Preparation of Natural Fibres**

The receiving, sorting, grading, weighing, cataloguing, washing, scouring, ginning, fibre-working, blending, carding, combing, cutting, dyeing, bleaching, 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 of 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 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 and 1.2 above.

## **1.2 Scope as defined by product:**

The products and activities referred to "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 any 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 trains, ships and any other form of transport);

- n. flock, foam, wadding, or padding, including shoulder padding, and at items with feather fillings;
- o. under-felt and felt;
- p. cleaning cloths, cleaning rags, dusters;
- q. blanketing, blankets, travelling-rugs, shawls and throws;
- r. technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:
- tyre-cord, belting, hose, tank fabrics, conveyor belts;
  - textiles used to reinforce plastics; mining and civil engineering
  - textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;
  - textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;
  - textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;
  - medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;

- fabrics used to filter air, gas or liquids;
- fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.

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

## **2. PERIOD OF OPERATION**

This Agreement shall come into operation on such a date as the Minister of Labour extends the Agreement to non-parties, and shall remain in force until 31 December 2009.

## **3. EXCEPTIONS**

- 3.1 The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.
- 3.2 Subject to clause 1. (b), the provisions of this Agreement shall not apply to non-parties in respect of clause 1. (a), 2 and clause 34.

## H. GENERAL

### 4. CLAUSE 45: REGISTRATION OF EMPLOYERS AND EMPLOYEES

Substitute the following for the existing clause 45

Unless otherwise specified in the relevant Annexures in Part 2 of this agreement-

45.1 every employer in the Textile Industry to whom this Agreement is applicable, and who has not registered with Council, shall, within 30 days from the date on which this Agreement becomes effective, register with the Council and furnish 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 the 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 Every employer shall notify the Council in writing of any change in particulars furnished on registration or of ceasing operations in the Industry, within 14 days of such change or of ceasing operations;

45.3 An employer shall comply with all the terms and provisions of this Agreement and if this Agreement is silent on a certain issue, also with the terms and provisions of any employment law;

- 45.4 Every employer shall keep employee records as specified by the Basic Conditions of Employment Act, No. 75 of 1997;
- 45.5 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;
- 45.6 The Secretary of the council must keep a register of all known employers engaged in the industry.

## **PART 2**

### **ANNEXURE C**

#### **WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR**

##### **A. APPLICATION**

##### **5. CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 As per clause 1 of Part 1 of this agreement.
- 1.2 In addition to clause 1 of Part 1 of this agreement the scope of this sub sector will be defined as follows:

Woven Crochet & Knitted Narrow Fabric Sub sector, 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 250mm 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 .

## B: REMUNERATION

### 6. CLAUSE 4: MINIMUM WAGES

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

- 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:

#### WOVEN AND CROCHET:

GRADE	INCREASE
A1	119 cents per hour
A2 0-3 months	120 cents per hour
4-6 months	121 cents per hour
Qualified	121 cents per hour
A3	123 cents per hour
B1 0-6 months	125 cents per hour
7-12 months	126 cents per hour
Qualified	127 cents per hour

B2 0-6 months	126 cents per hour
7-12 months	127 cents per hour
Qualified	128 cents per hour
B3 0-6 months	132 cents per hour
7-12 months	134 cents per hour
Qualified	136 cents per hour
B4	144 cents per hour

**CLOTHING ACCESSORIES:**

GRADE	INCREASE
A1	107 cents per hour
A2	109 cents per hour
A3	111 cents per hour
B1	114 cents per hour
B2	115 cents per hour
B3	122 cents per hour
B4	130 cents per hour
B5	139 cents per hour

**BRAIDING:**

GRADE	INCREASE
A1	68 cents per hour
A2	69 cents per hour
A3	72 cents per hour
B2	76 cents per hour

B5	81 cents per hour
----	-------------------

4.2.2 The minimum hourly wage rate shall be as follows:

**WOVEN AND CROCHET:**

GRADE	HOURLY RATE OF PAY
A1	R15.93
A2 0-3 months	R16.02
4-6 months	R16.09
Qualified	R16.20
A3	R16.44
B1 0-6 months	R16.63
7-12 months	R16.76
Qualified	R16.97
B2 0-6 months	R16.79
7-12 months	R17.00
Qualified	R17.14
B3 0-6 months	R17.65
7-12 months	R17.88
Qualified	R18.09
B4	R19.24

**CLOTHING ACCESSORIES:**

GRADE	HOURLY RATE OF PAY
A1	R14.32

A2	R14.59
A3	R14.80
B1	R15.25
B2	R15.40
B3	R16.24
B4	R17.33
B5	R18.59

**BRAIDING:**

GRADE	HOURLY RATE OF PAY
A1	R9.10
A2	R9.21
A3	R9.66
B2	R10.12
B5	R10.80

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

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

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

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

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

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

#### D: LEAVE

### 7. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE

Substitute the following for the existing clause 24.2.3

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

24.2.3 the employee’s minor child, and / or parents and/or spouse / life partner are ill; and

- (a) minor child is defined as a child under 18 years old and discretion is with management to pre-authorise such leave for older dependent children;
- (b) a life partner means any person who is party to a permanent heterosexual, or homosexual relationship that involves cohabitation and mutual emotional support. An employee may only claim family responsibility leave in respect of a life partner if he/she is unmarried and the life partner has been registered with the employer. The onus is on the employee to deregister a previous life partner and register a new life partner when a new domestic partnership is established;
- (c) in order for such leave to be authorized, a valid medical certificate will have to be submitted confirming the seriousness of the illness and that the spouse or life partner requires the assistance of the employee.

## **G: ORGANISATIONAL RIGHTS**

### **8. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES**

Substitute the following for the existing clause 35.4

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

- 35.4 Each shop steward should be entitled to eight (8) days' paid time off for trade union, SETA and Bargaining Council activities of which 3 days shall be pooled and such pooled days shall be available to all recognized 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.

## **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.
- 1.2 In addition to clause 1 of Part 1 of this agreement the scope of this subsector will be defined as follows:

Manufactured Fibres Sub sector, 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, 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.

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

Grade	Minimum Monthly Wage
A1	R3798.80
A2	R4095.68
A3	R4253.24
B1	R4591.42
B2	R4796.06
B3	R5077.56
B4	R5464.75
B5	R6013.33

### 11. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8.5

- 8.5 Employees employed on a temporary basis in the employ of a company as at December each year shall be entitled to a pro-rata bonus for all periods of employment during that year.

### 12. CLAUSE 10: TEMPORARY EMPLOYEES

Delete clause 10.9

- 10.9 temporary employees in the employ of the employer shall be entitled to a pro rata annual bonus for all periods of employment during that year.

**PART 2****ANNEXURE E****CARPETS SUBSECTOR****A. APPLICATION****13. CLAUSE 1: SCOPE OF APPLICATION**

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

1.2 In addition to clause 1 of Part 1 of this agreement the scope of this sub sector will be defined as follows:

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.

**B. REMUNERATION****14. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

4.1 The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be R19.52 per hour unless an exemption is granted:

- 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*.

#### **15. 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:
- (a) 75c per week for each completed year of service
  - (b) payable from 1 July 2008

### **E: EMPLOYEE BENEFITS**

#### **16. 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 The employer contribution to the applicable retirement fund shall be a minimum of 7.5% of the basic wage and the employee contribution to the fund shall be 6.5% of the basic wage.

Temporary employees 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*.

**H: GENERAL****17. CLAUSE 41: CLOSED SHOP**

Substitute the following for the existing clause 41

41 As per the provisions of clause 41 of Part 1 of *this Agreement*

**PART 2****ANNEXURE F****WOOL AND MOHAIR SECTION****A. APPLICATION****18. CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 As per clause 1 of Part 1 of this agreement
- 1.2 In addition to clause 1 of Part 1 of this agreement the scope of this subsector will be defined as follows:

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 of wool, mohair, and/or similar fibres and includes all operations, products and activities incidental thereto and consequent thereon

## **G: ORGANISATIONAL RIGHTS**

### **19. CLAUSE 35: SHOP STEWARDS' RIGHTS AND FACILITIES**

Substitute the following for the existing clause 35

- 35.1 Shop stewards' leave entitlement shall be 8 days per shop steward per annum with effect from 1 July 2008 for the number of shop stewards set out in the Labour Relations Act.
- 35.2 In addition, each shop steward shall be entitled to one (1) day's paid time off, once off, for HIV/AIDS awareness training, and one (1) shop steward from each of the employers shall be entitled to attend the annual substantive negotiations on a paid basis.
- 35.3 Shop stewards at each workplace shall be granted one hour paid time off for a factory shop steward committee meeting, each month.
- 35.4 Each shop stewards' committee shall, at each company and by the 20<sup>th</sup> of each month, be provided with schedules reflecting the following details on request from the senior shop steward, of all employees in the bargaining unit, broken down by permanent employees, learnerships and /or temporary workers.
- 35.5 Each employer shall provide the shop stewards' committee access to e-mail facilities not exceeding 20 minutes per day.

**PART 2****ANNEXURE H****WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR****A. APPLICATION****20. CLAUSE 1: SCOPE OF APPLICATION**

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

1.2 In addition to clause 1 of Part 1 of this agreement the scope of this subsector will be defined as follows:

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:

- A. 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);
- B. 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;

- C. 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.

## B: REMUNERATION

### 21. CLAUSE 4: MINIMUM WAGES

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

- 4.1 As per the provisions of clause 4.1 of Part 1 of *this Agreement*.
- 4.2 Every employer must pay each employee a wage, which is not less than the *minimum wage* rate prescribed in the table below:

Grade	Rand per Hour
1	16.54
2	16.87
3	17.32
4	18.07
5	18.99

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

Grade	Increase
1	133 cents per hour

2	136 cents per hour
3	139 cents per hour
4	145 cents per hour
5	153 cents per hour

4.5 Those employees who are employed in a higher grade than stipulated in clause 4.2, who fall within this subsector's bargaining unit and who are not covered by other wage agreements resulting from collective bargaining, shall receive a 8.75% increase on their actual hourly wage rate.

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.

## 22. 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 80% of the basic hourly wage payable to an employee in accordance with the Councils minimum hourly rates for the sub-sector, for all temporary employees who have been employed after 1 July 2008. This clause shall remain in force until 30 June 2009.

- 10.3 After six months of employment, temporary employees shall be deemed to be permanent employees and their employment terms and conditions shall be adjusted accordingly. Any variation of this arrangement shall be by agreement between the parties at plant level.
- 10.4 At no stage shall the total number of temporary employees exceed 10% of the total number of permanent employees at any company, unless otherwise agreed between the parties at plant level.
- 10.5 Temporary employees in the employ of a company as at December each year shall be entitled to a pro rata annual bonus for all periods of employment during that year.
- 10.6 All temporary employees shall be covered by the closed shop agreement.

#### **E: EMPLOYEE BENEFITS**

#### **23. 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 1 October 2008, the minimum contributions by the employer and employee to a registered fund shall be as follows:  
EMPLOYER: 6% of employee's basic wage  
EMPLOYEE: 5.5% of employee's basic wage
- 25.3 where the employer contribution to a retirement fund for an employee is in excess of 6% of the employees basic wage, the

current actual employer contribution be increased by 0.5% with effect from 1 October 2008.

#### **H: GENERAL**

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

Delete the existing clause 49.1

49.1 **JOB PROTECTION CAMPAIGN:** All employers shall contribute an amount of 25c per bargaining unit employee per week to the SACTWU Job Protection Campaign. The monies collected to be paid to the Bargaining Council monthly and specified detailed reports to be submitted on the application of all funds utilized for the Job Protection Campaign. This clause shall remain in force until 30 June 2008.

#### **25. CLAUSE 50: FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

Substitute the following for the existing clause 50.1

50.1 This agreement shall remain in force until 31 December 2009, save that the parties to the Council shall annually negotiate amendments to this agreement, unless otherwise agreed, provided that no such amendments shall take effect before 1 JULY 2009.

**PART 2****ANNEXURE I****HOME TEXTILES SECTION****A. APPLICATION****26. CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 As per clause 1 of Part 1 of this agreement.
- 1.2 In addition to clause 1 Part 1 of this agreement the scope of this subsector will be defined as follows:

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 toweling; 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;

**B. REMUNERATION****27. CLAUSE 4: MINIMUM WAGES**

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

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

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

GRADE	HOURLY RATE OF PAY
1	R 9.61
2	R 10.27
3	R 10.95
4	R 11.68
5	R 12.83

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

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

GRADE	INCREASE
1	94 cents per hour
2	94 cents per hour
3	94 cents per hour
4	94 cents per hour
5	94 cents per hour

**H: GENERAL****28. CLAUSE 50: FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

Substitute the following for the existing clause 50.1

- 50.1 This Agreement shall remain in force until 31 December 2009, save that the parties to the Council shall annually negotiate amendments to this Agreement, unless otherwise agreed, provided that no such amendments shall take effect before 1 July 2009.

**PART 2****ANNEXURE J****BLANKETS SECTION****A. APPLICATION****29. CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 As per clause 1 of Part 1 of this agreement.
- 1.2 In addition to clause 1 of Part 1 of this agreement this subsector will be defined as follows:

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:

- A. 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, malipol, 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.

## **B: REMUNERATION**

### **30. 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* set out in the table below.

Grades	Experience	Increase per hour	Rate per Hour
1	-	0.70 cents	9.51
2	0 – 3 months	0.76 cents	10.27
	Qualified	0.76 cents	10.49
3	0 – 12 months	0.81 cents	10.98
	Qualified	0.81 cents	11.07
4	0 – 12 months	0.90 cents	12.17
	Qualified	0.90 cents	12.28
5	0 – 12 months	1.13 cents	15.32
	Qualified	1.13 cents	15.48

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

4.4 An employer who pays an employee below the wage specified in clause 4.2 shall implement the *minimum wage*.

4.5 An employer who pays an employee more than the *minimum wage* specified in clause 4.2 must continue to pay the higher wage.

### 31. CLAUSE 8: ANNUAL BONUS

Replace the existing clause 8.6 with the following new clause 8.6

8.6 With effect from 01 August 2008, a fixed term contract employee who has worked continuously for an employer for a full calendar cycle as at 31 October of each year, must receive a minimum annual bonus equivalent to 1.92% of the employee's actual annual basic wages, calculated at such employee's basic weekly or monthly rate.

- 8.6.1 With effect from 01 August 2008, an employee who has less than one calendar cycle year of service as at 31 October of that year, shall receive an annual bonus pro-rated to the actual completed months of service, calculated at such employee's basic weekly or monthly rate.
- 8.6.2 The annual bonus is to be paid annually in December each year.
- 8.6.3 Any fixed term contract employee who terminates employment before 1 November each year, is not entitled to any annual bonus.
- 8.7 Any *temporary employee* in the employ of the employer shall not be entitled to annual bonus for any period of employment during the period of operation of Part 1 of *this Agreement*

## **E: EMPLOYEE BENEFITS**

### **32. 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 Contributions by the employer and the employee of the textile Industry Provident Fund shall be as follows:
- Employer: 5.75 per cent of employee's basic wage;
- Employee: 5.75 per cent 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.

## **G: ORGANISATIONAL RIGHTS**

### **33. CLAUSE 35: SHOP STEWARDS' RIGHTS AND FACILITIES**

Substitute the following for the existing clause 35.4

35.4 Shop stewards' at each establishment shall be entitled to (50) days paid time off, pooled between them, for union activities and training, Such leave shall not be accumulated or transferable.

## **PART 2**

### **ANNEXURE K**

#### **NON WOVEN TEXTILES SUBSECTOR**

##### **A. APPLICATION**

#### **34. CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 As per clause 1 of Part 1 of this agreement.
- 1.2 In addition to clause 1 of Part 1 of this agreement the scope of this subsector will be defined as follows:

Non-Woven Textiles Subsector, without in any way limiting the ordinary meaning of the expression, shall mean 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. It shall include all operations, products and activities incidental thereto and consequent thereon.

## B. REMUNERATION

### 35. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

- 4.1 As per the provisions of clause 4.1 of Part 1 of this agreement.
- 4.2 Every employer must pay each employee a wage that is not less than the minimum wage set out in the table below.

Grade	Hourly rate of pay
A1 / A2	R16.25
A3 / B1	R16.44
B2 / B3	R17.25
B4 / B5	R18.55

- 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
A1 /A2	134 cents per hour
A3 / B1	136 cents per hour
B2 / B3	142 cents per hour
B4 / B5	153 cents per hour

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

**Signed at DURBAN, for and behalf of the parties to the Council this 13 day of November 2008**

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**W van der RHEEDE**

**CHAIRMAN OF THE COUNCIL**

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**J DANIEL**

**SECRETARY OF THE COUNCIL**