

ANNUAL REPORT  
2018-2019

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**PART 1 OF 2**



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**DEPARTMENT OF ENVIRONMENTAL AFFAIRS**

NO. 1136

06 SEPTEMBER 2019

**NATIONAL ENVIRONMENTAL MANAGEMENT: AIR QUALITY ACT, 2004  
(ACT NO. 39 OF 2004)****PROPOSED AMENDMENT OF THE NATIONAL GREENHOUSE GAS EMISSION  
REPORTING REGULATIONS**

I, Barbara Dallas Creecy, Minister of Environment, Forestry and Fisheries hereby under section 53(aA), (o) and (p) read with section 12 and 55(3) (a) of the National Environmental Management: Air Quality Act, 2004 (Act No.39 of 2004) give notice of my intention to amend the National Greenhouse Gas Emission Reporting Regulations, 2016 published under Government Notice 275 in Government *Gazette* 40762 of 03 April 2017, in the Schedule hereto.

Members of the public are invited to submit to the Minister, within 30 days after the publication of the notice in the *Gazette*, written representations or comments to the following addresses:

By post:                   The Director-General: Department of Environmental Affairs  
                                Attention: Mr Jongikhaya Witi  
                                Private Bag X447  
                                Pretoria, 0001

By hand:                   Ground Floor (Reception), Environment House, 473 Steve Biko Road,  
                                Pretoria.

By email:                   [GHGReporting@environment.gov.za](mailto:GHGReporting@environment.gov.za) or by fax: 086 615 4321.

Any inquiries in connection with the draft regulations can be directed to Mr Jongikhaya Witi at 012 399 9048

Comments received after the closing date may not be considered.

**BARBARA DALLAS CREECY  
MINISTER OF ENVIRONMENT, FORESTRY AND FISHERIES**

## SCHEDULE

### DEFINITIONS

1. In these Regulations 'the Regulations' means the National Greenhouse Gas Emission Reporting Regulations, 2016 published under Government Notice 275 in the Government Gazette 40762 of 3 April 2017.

### Amendment of regulation 1 of the Regulations

2. Regulation 1 of the Regulations is hereby amended—

- (a) by the substitution for the definition of 'boiler' of the following definition:

**"boiler"** means a combustion installation designated to heat water. In terms of these regulations, a boiler is referred to as a stationery combustion installation.

- (b) by the substitution for the definition of 'competent authority' of the following definition:

**"competent authority"** means the National Inventory Unit in the Chief Directorate: Climate Change Monitoring and Evaluation at the Department of Environment, Forestry and Fisheries."

- (c) by the substitution of the definition of 'data provider' of the following definition:

**"data provider"** means any natural or juristic person conducting any activity listed in Annexure 1 to these Regulations, including—

- (a) its holding company or corporation or legal entity, registered in South Africa in accordance with the legislation of the Republic of South Africa;
    - (b) all its subsidiaries and legally held operations, including joint ventures and partnerships where it has a controlling interest, or is nominated as the responsible entity for the purpose of reporting under these Regulations; and
    - (c) all facilities generally over which it has operational control, which are not part of another data provider for these Regulations.

- (d) by the substitution of the definition of 'greenhouse gas' of the following definition:

**"greenhouse gas"** means any one of the following gases: Carbon dioxide (CO<sub>2</sub>), Methane (CH<sub>4</sub>), Nitrous oxide (N<sub>2</sub>O) Sulphur hexafluoride (SF<sub>6</sub>), Perfluorocarbons (PFCs), Hydro fluorocarbons (HFCs); including any additional greenhouse gas that may be identified by the Minister;

(e) by the insertion after the definition of ‘ Global Warming Potential (GWP)’ of the following definition:

“ **“independent assessor”** means a natural or juristic person not having either a real or an apparent conflict of interest and not being part of, or under the control of, the organization to which the internal audit activity belongs.”.

(f) by the insertion after the definition of ‘operational control’ of the following definition:

“ **“parameter”** means any other input variable, other than activity data,, required in terms of the methodologies prescribed in the Technical Guidelines for Monitoring, Reporting, Verification, and Validation of Greenhouse Gas Emissions by industry.”.

(g) by the insertion after the definition of ‘ South African Air Quality Information System’ or ‘SAAQIS’ of the following definition:

“**“Stationery Combustion Installation”** means an installation with design capacity rated in terms of thermal heat input per unit”.

(h) by the substitution for the definition of ‘verification’ of the following definition:

“**“verification”** refers to the collection of activities and procedures that can be followed during the planning and development, of after completion of reported greenhouse gas emissions data through the NAEIS or submitted manually, that can help to establish its reliability for the intended applications of that inventory.”

### **Amendment of regulation 2 of the Regulations**

3. Regulation 2 of the Regulations is hereby amended by the substitution for paragraph (b) of the following paragraph:

“(b) for the Republic of South Africa to meet its international reporting obligations under the United Nations Framework Convention on Climate Change (UNFCCC) and instrument treaties to which it is bound; and”.

### **Substitution of regulation 4 of the Regulations**

4. The following regulation is hereby substituted for regulation 10 of these Regulations:

(1) For the purposes of these Regulations, a data provider is classified as any natural or juristic person in operational control of, or conducting any activity, that meets capacity threshold, listed in Annexure 1 to these Regulations.

- (2) Notwithstanding subregulation (1), the Minister may by notice in the *Gazette*, identify additional greenhouse gases, sources and associated data providers and, in writing, require such data providers to register and submit data for their emissions within a specified period to the competent authority.”

### **Amendment of regulation 5 of the Regulations**

**5.** Regulation 5 of the Regulation is hereby amended—

- (a) by the substitution for subregulation (1) of the following subregulation:

“(1) A person classified as a data provider in terms of regulation 4(1) of these Regulations must register all facilities where it conducts activities listed in Annexure 1 by providing the relevant information as listed in Annexure 2 to these Regulations, within 30 days after the commencement of these Regulations or within 30 days after commencing such an activity after the commencement of these Regulations.”.

- (b) by the insertion after subregulation (1) of the following subregulations:

“(1A) Whilst reporting shall be done at facility level and also aggregated at data provider level, the threshold to trigger registration is applicable at data provider level.

(1B) In a case where there are similar installations across a number of IPCC emission sources, the thresholds shall be considered across IPCC emission sources listed in Annexure 1 to these Regulations.”

- (c) by the substitution for paragraph (a) of subregulation (3) of the following paragraph:

“(a) on the greenhouse gas emissions reporting module within the NAEIS;”.

- (d) by the addition after subregulation (4) of the following subregulation:

“(4) In cases where subregulation (3) (b) apply, the Minister must issue a directive or instruction by way of notice in the *Gazette*, to call for manual registration.”.

### **Amendment of regulation 6 of the Regulations**

**6.** Regulation 6 of the Regulation is hereby amended—

- (a) by the substitution for subregulation (1) of the following subregulation:

“(1) a data provider must, notify the competent authority, in writing, of any change in respect of the data provider’s registration details as listed in Annexure 2 to these Regulations within 30 days from the date the data provider became aware of such change occurring.”

- (b) by the substitution for subregulation (3) of the following subregulation:

“(3) A person to whom ownership or operational control of a facility or activity is transferred as contemplated in subregulation (2) must, within 30 days after taking ownership or operational control of the facility, register as a data provider, in terms of subregulation 5(1A) of these Regulations.

- (c) by the substitution for subregulation (4) of the following subregulation:

“(4) Registration of a data provider in terms of regulation 5(1A) is deemed withdrawn once the competent authority has, within 30 days, acknowledged receipt of notification, in writing, provided by a data provider in terms of subregulation (2).”.

### **Amendment of regulation 7 of the Regulations**

7. Regulation 7 of the Regulations is hereby amended—

- (a) by the substitution for subregulation (1) of the following subregulation:

“(1) A data provider must submit IPCC emission sources as specified in Annexure 1 to these Regulations, for each of its facilities and in accordance with the data and format requirements specified in Annexure 3 to these Regulations, for the preceding calendar year, to the competent authority by 31 March of each year.”.

- (b) by the substitution for subregulation (2) of the following subregulation:

“(2) A data provider must submit the greenhouse gas emissions and activity data, as set out in Annexure 1 to these Regulations, for each of the relevant greenhouse gases, and in accordance with the data and format requirements specified in Annexure 3 to these Regulations, for the preceding calendar year, to the competent authority by 31 March of each year.

(c) by the substitution for subregulation (3) of the following subregulation:

“(3) Reporting in terms of subregulations (1) and (2) must be done at data provider level and at facility level.”.

(d) by the substitution for subregulation (4) of the following subregulation:

“(4) Where 31 March falls on a Saturday, Sunday or public holiday, the submission deadline is the next working day.”

(e) by the addition after subregulation (5) of the following subregulations:

“(5) The reporting contemplated in subregulations (2) and (3) must be done:

(a) on the greenhouse gas emissions reporting module within the NAEIS; or”.

(b) in cases where the NAEIS is unable to meet the reporting requirements, by submitting the information specified in Annexure 3 to these Regulations in an electronic format to the competent authority.”.

“(6) In cases where subregulation (3) (b) applies, the Minister must issue a directive or instruction by way of notice in the *Gazette* to call for manual reporting.”

### **Amendment of regulation 8 of the Regulations**

8. Regulation 8 of the Regulations is hereby amended—

(a) by the substitution for subregulation (1) of the following subregulation:

“(1) A data provider must define its reporting boundaries based on operational control.

(b) by the substitution for subregulation (2) of the following subregulation:

“(2) A data provider must include greenhouse gas emissions from normal operating conditions and upset conditions, including start-up and shut-down and emergency situations, over the reporting period.”

### **Substitution of regulation 9 of the Regulations**

9. The following regulation is hereby substituted for regulation 9 of the Regulations:

#### **“Completeness**

9. A data provider's monitoring and reporting must be complete and cover all process, fugitive and combustion emissions from all greenhouse gas emission sources and source streams belonging to activities listed in Annexure 1 of these

Regulations, taking into account the capacity thresholds specific to the different activities, as listed in Annexure 1 to these Regulations.”

### **Amendment of regulation 10 of the Regulations**

**10.** Regulation 10 of the Regulations is hereby amended—

(a) by the substitution for subregulation (1) of the following regulation:

“(1) A data provider must determine the specific emissions to be reported on, as contemplated in regulation 7 of these Regulations, according to the tiers specified for the relevant categories in Annexure 1 to these Regulations, using the methods set out in the *Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry*.”.

(b) by the substitution for subregulation (2) of the following subregulation:

“(2) Where a data provider reasonably believes that an emission factor referred to in the *Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry* for a particular activity is not appropriate under the specific conditions of greenhouse gas emission, such a data provider must make a submission to the competent authority, by providing the information set out in Annexure 4 to these Regulations, requesting a review of the applicable emission factor.”.

(c) by the substitution for paragraph (a) of subregulation (3) for the following paragraph:

“(a) approved by the competent authority, the accepted method will be included in the Technical guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry; or

(d) by the substitution for paragraph (b) of subregulation (3) of the following paragraph:

“(b) not approved, the data provider must submit the emissions and related data, using a method from the Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry, compliant with subregulation (1).”

## **Substitution of regulation 11 of the Regulations**

11. The following regulation is hereby substituted for regulation 11 of the Regulations:

### **“11. Verification and validation of information**

(1) The competent authority must assess, in accordance with the assessment procedures in the *Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry*, the data submitted by a data provider within 60 days after the submission date.”

(2) The assessment contemplated in subregulation (1) may include:

(a) methods defined in the *Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry*,

(b) earlier submissions,

(c) submissions from similar facilities; and

(d) other independent data.”

(3) A data provider’s submission contemplated in regulation 7 of these Regulations is deemed accepted if the competent authority does not respond to the data provider with questions for clarification or corrections within 60 days from the date of the data provider’s submission.”

(4) If, after the assessment in terms of subregulation (1), the competent authority reasonably believes that the information submitted in terms of these Regulations:

(a) may be of complex nature to assess, or

(b) may not be transparent, complete, or accurate;

the competent authority must instruct, in writing, the data provider to verify and validate the information submitted, and to provide the supporting information required to substantiate the submission within 60 days after receiving the written instruction from the competent authority. “

(5) Where a data provider fails to provide information, or where the data provider provides insufficient information in terms of regulation 7(2) and 7(3), for the purposes of validation and verification, in terms of subregulation (4), the competent authority must undertake one or any combination of the following:

(a) Conduct an on-site facility or installation specific verification and validation of emissions estimated using the methods as set out in the *Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry* by data providers at its discretion; or”

(b) Require the data provider's submission to be subject to verification and validation by an independent assessor in accordance with the mandatory *GHG Emissions Verification and Validation Guidelines*.

(6) A data provider is liable for all costs incurred in compliance with subregulations (4) and (5)."

### **Amendment of regulation 12 of the Regulations**

**12.** Regulation 12 of the Regulations is hereby amended—

(a) by the substitution for paragraph (a) of the subregulation (1) of the following paragraph:

"(a) the information is disclosed in compliance with the provisions of any law of the Republic of South Africa;"

(b) by the substitution for paragraph (b) of subregulation (1) of the following paragraph:

"(b) the person is ordered to disclose the information by a court of law of the Republic of South Africa; or".

### **Amendment of regulation 13 of the Regulations**

**13.** Regulation 13 is hereby amended—

(a) by the substitution for the heading of the following heading:

**"Record keeping by data provider"**

(b) by the substitution for subregulation (1) of the following subregulation:

"(1) A data provider must ensure transparency of submissions, by archiving all data, measurement reports, algorithms, procedures and technical references used to estimate greenhouse gas emissions."

### **Substitution of regulation 15 of the Regulations**

**14.** The following regulation is hereby substituted for regulation 10 of these Regulations:

#### **"TRANSITIONAL ARRANGEMENTS"**

**15.** (1) A data provider may, for a transitional period of up to five years from the date of commencement of the National

Greenhouse Gas Emissions Reporting Regulations, 2016 published under General Notice 275 in the *Government Gazette* 40762 of 3 April 2017, apply either tier 1, tier 2 or tier 3 methodology to the activities listed in Annexure 1 to these Regulations and the supporting *Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry*.

- (2) At the end of the transitional period, a data provider must, after the expiry of a transitional period, use tier methods prescribed to the activities listed in Annexure 1 to these Regulations and the supporting *Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry*.

### **Substitution of regulation 16 of the Regulations**

15. The following regulation is hereby substituted for regulation 16 of the Regulations:

#### **“OFFENCES**

16. A natural or juristic person commits an offence if that person—

- (a) provides false or misleading information to the competent authority; or
- (b) fails to comply with regulations 4(2), 5(1), 6(1), 6(2), 6(3), 7(1), 7(2), 8(1), 8(2), 9, 10(1), 10(3) b, 11(4), 13 or 15.”

### **Amendment of Table of content of the Regulations**

16. The Table of content of the Regulations is hereby amended by the substitution for item 13 of the following item:

#### **“13. Record keeping by data provider”**

### **Substitution of Annex to the Regulations**

17. The following Annexures are hereby substituted for the Annexures to the Regulations:

## ANNEXURE 1

## LIST OF ACTIVITIES FOR WHICH GHG EMISSIONS MUST BE REPORTED TO THE COMPETENT AUTHORITY

The table below lists all activities, as defined in the *2006 IPCC Guidelines for National Greenhouse Gas Inventories*<sup>1</sup> source categories, where data providers must report greenhouse gas emissions and related activity data. The *IPCC Guidelines for National Greenhouse Gas Inventories* may be accessed on the IPCC website - [www.ipcc.ch](http://www.ipcc.ch).

A data provider shall report the relevant greenhouse gases and associated activity data for all IPCC source categories where their capacity is equal or above the threshold indicated, using the methods indicated in column 3 of the table below. The *Technical Guidelines for Monitoring, Reporting, Verification and Validation of Greenhouse Gas Emissions by Industry* stipulates the greenhouse gases relevant for each IPCC code.

Where no method is provided and the reporting threshold is reflected as "NA" (not applicable), reporting is not required.

IPCC Code	Category Name	shall report when their total installed capacity for this activity is over the threshold	Category A	Transitional Arrangement Applicability (Regulation 15)
			Threshold <sup>1</sup>	
<b>1</b>	<b>ENERGY</b>			
<b>1A</b>	Fuel Combustion Activities			
<b>1A1</b>	Energy Industries			
<b>1A1a</b>	Main Activity Electricity and Heat Production	Tier 2 or 3	10 MW(th)	<sup>2</sup> YES
<b>1A1b</b>	Petroleum Refining	Tier 2 or 3	10 MW(th)	YES
<b>1A1c</b>	Manufacture of Solid Fuels and Other Energy Industries	Tier 2 or 3	10 MW(th)	YES
<b>1A2</b>	Manufacturing Industries and Construction			
<b>1A2a</b>	Iron and Steel (Including Ferroalloy production)	Tier 2 or 3	10 MW(th)	YES
<b>1A2b</b>	Non-Ferrous Metals	Tier 2 or 3	10 MW(th)	YES
<b>1A2c</b>	Chemicals	Tier 2 or 3	10 MW(th)	YES
<b>1A2d</b>	Pulp, Paper and Print	Tier 2 or 3	10 MW(th)	YES
<b>1A2e</b>	Food Processing, Beverages and Tobacco	Tier 1, 2 or 3	10 MW(th)	NO
<b>1A2f</b>	Non-Metallic Minerals	Tier 2 or 3	10 MW(th)	YES
<b>1A2g</b>	Transport Equipment	Tier 1, 2 or 3	10 MW(th)	NO
<b>1A2h</b>	Machinery	Tier 1, 2 or 3	10 MW(th)	NO
<b>1A2i</b>	Mining and Quarrying	Tier 2 or 3	10 MW(th)	YES
<b>1A2j</b>	Wood and Wood Products	Tier 1, 2 or 3	10 MW(th)	NO
<b>1A2k</b>	Construction	Tier 1, 2 or 3	10 MW(th)	NO
<b>1A2l</b>	Textile and Leather	Tier 1, 2 or 3	10 MW(th)	NO
<b>1A2m</b>	Brick manufacturing:	Tier 1, 2 or 3	4 million bricks a month	NO

<sup>1</sup> These thresholds refer to a combined stationary combustion installation design capacity equal to or above 10 MW(th) net heat input. For example, the combined boiler design capacity for six (6) 2MW(th) boilers is equal to 12 MW(th), which is above the reporting threshold of 10MW(th). Therefore, the data provider has to report greenhouse gas emissions associated with stationary combustion in this case.

<sup>2</sup> A YES implies that a data provider has to apply a tier 2 or tier 3 methodology for the relevant IPCC source code, after 5 years from the date of promulgation of these regulations

IPCC Code	Category Name	shall report when their total installed capacity for this activity is over the threshold	Category A	Transitional Arrangement Applicability (Regulation 15)
			Threshold <sup>1</sup>	
1A3	Transport			
1A3a	Civil Aviation (Domestic and International)	Tier 2 or 3	100 000 litres/year	YES
1A3b	Road Transportation	NA	NA	NO
1A3c	Railways	Tier 2 or 3	100 000 litres/year	YES
1A3d	Water-borne Navigation (Domestic and International)	Tier 2 or 3	100 000 litres/year	YES
1A3e	Other Transportation	NA	NA	NA
1A4	Other Sectors			
1A4a	Commercial/Institutional	Tier 2 or 3	10 MW(th)	YES
1A4b	Residential	Tier 2 or 3	10 MW(th)	YES
1A4c	Agriculture/Forestry/Fishing/Fish Farms	Tier 2 or 3	10 MW(th)	YES
1A5	Non-Specified			
1A5a	Stationary	Tier 2 or 3	10 MW(th)	YES
1A5b	Mobile	NA	NA	NA
1A5c	Multilateral Operations	NA	NA	NA
1B	Fugitive Emissions from Fuels			
1B1	Solid Fuels			
1B1a	Coal Mining and Handling	Tier 2 or 3	<sup>3</sup> none	YES
1B1b	Uncontrolled Combustion, and Burning Coal Dumps	NA	NA	NA
1B1c	Solid Fuel Transformation	Tier 2 or 3	none	YES
1B2	Oil and Natural Gas			
1B2a	Oil	Tier 1, 2 or 3	none	No
1B2b	Natural Gas	Tier 1, 2 or 3	none	No
1B3	Other Emissions from Energy Production	Tier 2 or 3	none	YES
1C	Carbon Dioxide Transport and Storage			
1C1	Transport of CO <sub>2</sub>	Tier 1, 2 or 3	none	NO
1C1a	Pipelines	NA	10 000 tonnes CO <sub>2</sub> /year	NO
1C1b	Ships	Tier 1, 2 or 3	10 000 tonnes CO <sub>2</sub> /year	NO
1C1c	Other (please specify)	Tier 1, 2 or 3	10 000 tonnes CO <sub>2</sub> /year	NO
1C2	Injection and Storage			
1C2a	Injection	Tier 1, 2 or 3	10 000 tonnes CO <sub>2</sub> /year	NO
1C2b	Storage	Tier 1, 2 or 3	10 000 tonnes CO <sub>2</sub> /year	NO
1C3	Other	NA	NA	NA
2	INDUSTRIAL PROCESSES AND PRODUCT USE			
2A	Mineral Industry			
2A1	Cement Production	Tier 2 or 3	none	YES
2A2	Lime Production	Tier 2 or 3	none	YES
2A3	Glass Production	Tier 2 or 3	none	YES
2A4	Other Process Uses of Carbonates	Tier 1, 2 or 3	none	NO

<sup>3</sup> If the threshold for a specific IPCC source category in this table is reflected as none, it means that the data provider has to report activity data and greenhouse gas emissions, irrespective of the size of greenhouse gas emissions and the scale of the operation of the activity.

IPCC Code	Category Name	shall report when their total installed capacity for this activity is over the threshold	Category A	Transitional Arrangement Applicability (Regulation 15)
			Threshold <sup>1</sup>	
2A4a	Ceramics	Tier 1, 2 or 3	50 tonnes a month	NA
2A4b	Other Uses of Soda Ash	Tier 1, 2 or 3	50 tonnes a month	NA
2A4c	Non Metallurgical Magnesia	Tier 2 or 3	none	YES
	Production			
2A4d	Other (please specify)	Tier 1, 2 or 3	20 tonnes a month	No
2A5	Other (please specify)	NA	NA	NA
2B	Chemical Industry			
2B1	Ammonia Production	Tier 2 or 3	none	YES
2B2	Nitric Acid Production	Tier 2 or 3	none	YES
2B3	Adipic Acid Production	Tier 2 or 3	none	YES
2B4	Caprolactam, Glyoxal and Glyoxylic	Tier 2 or 3	none	YES
	Acid Production			
2B5	Carbide Production	Tier 2 or 3	none	YES
2B6	Titanium Dioxide Production	Tier 2 or 3	none	YES
2B7	Soda Ash Production	Tier 2 or 3	none	YES
2B8	Petrochemical and Carbon Black	Tier 2 or 3	none	YES
	Production			
2B8a	Methanol	Tier 2 or 3	none	YES
2B8b	Ethylene	Tier 2 or 3	none	YES
2B8c	Ethylene Dichloride and Vinyl	Tier 2 or 3	none	YES
	Chloride Monomer			
2B8d	Ethylene Oxide	Tier 2 or 3	none	YES
2B8e	Acrylonitrile	Tier 2 or 3	none	YES
2B8f	Carbon Black	Tier 2 or 3	none	YES
2B9	Fluorochemical Production			
2B9a	By-product Emissions	Tier 1, 2 or 3	none	NO
2B9b	Fugitive Emissions	Tier 1, 2 or 3	none	NO
2B10	Other (Please specify)	Tier 1, 2 or 3	20 tonnes a month	NO
2C	Metal Industry			
2C1	Iron and Steel Production	Tier 2 or 3	none	YES
2C2	Ferroalloys Production	Tier 2 or 3	none	YES
2C3	Aluminium Production	Tier 2 or 3	none	YES
2C4	Magnesium Production	Tier 2 or 3	none	YES
2C5	Lead Production	Tier 2 or 3	none	YES
2C6	Zinc Production	Tier 2 or 3	none	YES
2C7	Other (please specify)	Tier 1, 2 or 3	50 tonnes a month	NO
2D	Non-Energy Products from Fuels and			
	Solvent Use			
2D1	Lubricant Use	NA	NA	NO
2D2	Paraffin Wax Use	NA	NA	NO
2D3	Solvent Use	NA	NA	NO
2D4	Other (please specify)	NA	NA	NO
2E	Electronics Industry			
2E1	Integrated Circuit or Semiconductor	NA	NA	NA
2E2	TFT Flat Panel Display	NA	NA	NA
2E3	Photovoltaics	NA	NA	NA
2E4	Heat Transfer Fluid	NA	NA	NA
2E5	Other (please specify)	NA	NA	NA
2F	Product Uses as Substitutes for Ozone			
	Depleting Substances			
2F1	Refrigeration and Air Conditioning	NA	NA	NA
2F1a	Refrigeration and Stationary Air	NA	NA	NA
	Conditioning			
2F1b	Mobile Air Conditioning	NA	NA	NA
2F2	Foam Blowing Agents	NA	NA	NA
2F3	Fire Protection	NA	NA	NA
2F4	Aerosols	NA	NA	NA
2F5	Solvents	NA	NA	NA
2F6	Other Applications (please specify)	NA	NA	NA
2G	OTHER PRODUCT MANUFACTURE			
	AND USE			

IPCC Code	Category Name	shall report when their total installed capacity for this activity is over the threshold	Category A	Transitional Arrangement Applicability (Regulation 15)
			Threshold <sup>1</sup>	
2G1	Electrical Equipment	NA	NA	NA
2G1a	Manufacture of Electrical Equipment	NA	NA	NA
2G1b	Use of Electrical Equipment (SF6 use)	Tier 1, 2 or 3	2 kg filling quantity	NO
2G1c	Disposal of Electrical Equipment	NA	NA	NA
2G2	SF6 and PFCs from Other Product Uses	NA	NA	NA
2G2a	Military Applications	NA	NA	NA
2G2b	Accelerators	NA	NA	NA
2G2c	Other (please specify)	NA	NA	NA
2G3	N2O from Product Uses	NA	NA	NA
2G3a	Medical Applications	NA	NA	NA
2G3b	Propellant for Pressure and Aerosol Products	NA	NA	NA
2G3c	Other (Please specify)	NA	NA	NA
2G4	Other (Please specify)	NA	NA	NA
2H	Other			
2H1	Pulp and Paper Industry	NA	NA	NA
2H2	Food and Beverages Industry	NA	NA	NA
2H3	Other (please specify)	NA	NA	NA
3	AGRICULTURE, FORESTRY, AND OTHER LAND USE			
3A	Livestock			
3A1	Enteric Fermentation			
3A1a	Cattle	NA	NA	NA
3A1b	Buffalo	NA	NA	NA
3A1c	Sheep	NA	NA	NA
3A1d	Goats	NA	NA	NA
3A1e	Camels	NA	NA	NA
3A1f	Horses	NA	NA	NA
3A1g	Mules and Asses	NA	NA	NA
3A1h	Swine	NA	NA	NA
3A1j	Other (please specify)	NA	NA	NA
3A2	Manure Management			NA
3A2a	Cattle	NA	NA	NA
3A2b	Buffalo	NA	NA	NA
3A2c	Sheep	NA	NA	NA
3A2d	Goats	NA	NA	NA
3A2e	Camels	NA	NA	NA
3A2f	Horses	NA	NA	NA
3A2g	Mules and Asses	NA	NA	NA
3A2h	Swine	NA	NA	NA
3A2i	Poultry	NA	NA	NA
3A2j	Other (please specify)	NA	NA	NA
3B	Land			
3B1	Forest Land			
3B1a	Forest land Remaining Forest Land			NA
		NA	Equal or greater than 1000 but less than 10000 Hectares of Plantations – Registration only	
			Equal or greater than 10 000 Hectares of Plantations– Registration and Reporting	YES
		Tier 2 or 3		

IPCC Code	Category Name	shall report when their total installed capacity for this activity is over the threshold	Category A	Transitional Arrangement Applicability (Regulation 15)
			Threshold <sup>1</sup>	
3B1b	Land Converted to Forest Land	NA	Equal or greater than 1000 but less than 10000 Hectares of Plantations – Registration only	YES
		Tier 2 or 3	Equal or greater than 10 000 Hectares of Plantations – Registration and Reporting	
3B2	Cropland			
3B2a	Cropland Remaining Cropland	NA	NA	NA
3B2b	Land Converted to Cropland	NA	NA	NA
3B3	Grassland			NA
3B3a	Grassland Remaining Grassland	NA	NA	NA
3B3b	Land Converted to Grassland	NA	NA	NA
3B4	Wetlands			NA
3B4a	Wetlands Remaining Wetlands	NA	NA	NA
3B4b	Land Converted to Wetlands	NA	NA	NA
3B5	Settlements			NA
3B5a	Settlements Remaining	NA	NA	NA
3B5b	Land Converted to Settlements	NA	NA	NA
3B6	Other Land			NA
3B6a	Other Land Remaining Other	NA	NA	NA
3B6b	Land Converted to Other Land	NA	NA	NA
3C	Aggregate Sources and Non-CO2 Emissions Sources on Land			
3C1	Emissions from Biomass Burning			
3C1a	Biomass Burning in Forest Lands	NA	NA	NA
3C1b	Biomass Burning in Croplands	NA	NA	NA
3C1c	Biomass Burning in Grasslands	NA	NA	NA
3C1d	Biomass Burning in All Other Land	NA	NA	NA
3C2	Liming	NA	NA	NA
3C3	Urea Application	NA	NA	NA
3C4	Direct N2O Emissions from Managed Soils	NA	NA	NA
3C5	Indirect N2O Emissions from Managed Soils	NA	NA	NA
3C6	Indirect N2O Emissions from Manure Management	NA	NA	NA
3C7	Rice Cultivations	NA	NA	NA
3C8	Other (please specify)	NA	NA	NA
3D	Other			NA
3D1	Harvested Wood Products	NA	NA	NA
3D2	Other (please specify)	NA	NA	NA
4	WASTE			
4A	Solid Waste Disposal			
4A1	Managed Waste Disposal Sites	Tier 1 or 2	Receiving 5 tonnes per day or a total capacity of 25000 tonnes	NO
4A2	Unmanaged Waste Disposal Sites	Tier 1 or 2	Receiving 5 tonnes per day or a total capacity of 25000 tonnes	NO
4A3	Uncategorised Waste Disposal Sites	Tier 1 or 2	Receiving 5 tonnes per day or a total	NO

IPCC Code	Category Name	shall report when their total installed capacity for this activity is over the threshold	Category A	Transitional Arrangement Applicability (Regulation 15)
			Threshold <sup>1</sup>	
			capacity of 25000 tonnes	
4B	Biological Treatment of Solid Waste	NA	NA	NA
4C	Incineration and Open Burning of Waste			
4C1	Waste Incineration ( Hazardous and non-hazardous waste)	Tier 1 or2	1 tonnes per hour	NO
4C0	Waste – Pyrolysis	Tier 2 or 3	100 kg/hour	YES
4C2	Open Burning of Waste	NA	NA	NO
4D	Wastewater Treatment and Discharge			
4D1	Domestic Wastewater Treatment and Discharge	Tier 1 or 2	2 Million litres/day	NO
4D2	Industrial Wastewater Treatment and Discharge	Tier 1 or 2	1000 cubic metres per day	NO
4E	Other (please specify)	NA	NA	NA
5	Other			
5A	Indirect N <sub>2</sub> O Emissions from the Atmospheric Deposition of Nitrogen in NO <sub>x</sub> and NH <sub>3</sub>	NA	NA	NA
5B	Other (please specify)	NA	NA	NA

## ANNEXURE 2

### REGISTRATION AS DATA PROVIDER AND OF FACILITIES

Information to be provided during registration

Registration Item		Details	Comments
Data Provider Name			
Company registration number			
Data Provider ID			<i>To be generated by the system</i>
Physical Address of the Data Provider			
Contact Person			<i>Name, designation, contact number, e-mail address</i>
Facility/ies			
Facility 1	Name of Facility 1		<i>Name used to identify the facility</i>
	Facility ID		<i>To be generated by the system</i>
	Physical Address		<i>Physical address of the facility, Global Positioning System (GPS) Coordinates of the facility</i>
	Relevant IPCC Code for the facility		<i>See Annexure 1 for IPCC codes</i>
	Installed capacity of the facility		<i>Quantity and units</i>
	Description of Non – combustion Sources and installations		<i>Description of process, technology and products, number of installations relevant for this category and their individual capacity</i>
	Description of stationary combustion sources and installations		<i>Description of process, technology and fuel types, number of installations relevant for this category and their individual capacity</i>
Facility 2	Name of Facility 2		<i>Name used to identify the facility</i>
	Facility ID		<i>To be generated by the system</i>
	Physical Address		<i>Physical address of the facility, Global Positioning System (GPS) Coordinates of the facility</i>
	Relevant IPCC Code for the facility		<i>See Annexure 1 for IPCC codes</i>
	Installed capacity of the facility		<i>Quantity and units</i>
	Description of Non – combustion Sources and installations		<i>Description of process, technology and products, number of installations relevant for this category and their individual capacity</i>

Registration Item		Details	Comments
	Description of stationary combustion sources and installations		<i>Description of process, technology and fuel types, Number of installations relevant for this category and their individual capacity.</i>
Facility 3	<b>Name of Facility 3</b>		<i>Name used to identify the facility</i>
	Facility ID		<i>To be generated by the system</i>
	Physical Address		<i>Physical address of the facility Global Positioning System (GPS) Coordinates of the facility</i>
	Relevant IPCC Code for the facility		<i>See Annexure 1 for IPCC codes</i>
	Installed capacity of the facility		<i>Quantity and units</i>
	Description of Non – combustion Sources and installations		<i>Description of process, technology and products, Number of installations relevant for this category and their individual capacity.</i>
	Description of stationary combustion source and installations.		<i>Description of process, technology and fuel types, Number of installations relevant for this category and their individual capacity</i>

Additional rows should be added to the table above to accommodate registration of all facilities as contemplated in Regulation 5.

## ANNEXURE 3

### ANNUAL REPORTING

<b>Name of Data Provider</b>												
<b>Data Provider ID</b>												
<b>Company registration number</b>												
<b>Date of Submission:</b>												
<b>Year of Data:</b>												
<b>Comments:</b>												
<b>Facility 1: Name and ID</b>												
IPCC Code (see Annexure 1)	Sub-category <sup>4</sup> (disaggregated by fuel / product type / production process)	Value of activity data <sup>5</sup>	Units of activity data <sup>6</sup>	Emissions (tonnes/year)								
				GHG-1 <sup>7</sup>			GHG-2			GHG-3		
				Value	Tier <sup>8</sup>	Ref(*)	Value	Tier <sup>8</sup>	Ref	Value	Tier <sup>8</sup>	Ref
<b>Facility 2: Name and ID</b>												
IPCC Code (see Annexure 1)	Sub-category (disaggregated by fuel / product type / production process)	Value of activity data	Units of activity data	Emissions (tonnes/year)								
				GHG-1			GHG-2			GHG-3		
				Value	Tier	Ref(*)	Value	Tier	Ref	Value	Tier	Ref

<sup>4</sup> Sub-category is applicable in cases whereby more than one fuel type, technology, product or production process is relevant for a specific IPCC code. In steel production for example, Basic Oxygen Furnace (BOF) and Electric Arch Furnace (EAF) are commonly used to produce steel. Each of these processes has a unique greenhouse gas emission factor.

<sup>5</sup> As specified for each activity type in Annexure 5 of these regulations.

<sup>6</sup> As specified for each activity type in Annexure 5 of these regulations.

<sup>7</sup> Please consult the "Technical Guidelines for Monitoring, Reporting and Verification of Greenhouse Gas Emissions by Industry" to identify the relevant greenhouse gases that must be considered for each activity listed in Annexure 1 of these regulations.

<sup>8</sup> For higher tier methods (i.e. material balance, models or direct measurements) supporting material demonstrating how such methods were compiled, must be attached during reporting

**ANNEXURE 4:****INFORMATION TO ACCOMPANY SUBMISSION IN TERMS OF REGULATION 10(2)**

<b>REQUEST FOR REVIEW OF EMISSION FACTOR</b>		
<b><i>Administrative information</i></b>		
Data Provider		
Data Provider – location of measurement study		
Data Provider Contact		
Date Calculated		
Date Submitted to Competent Authority by Data Provider		
Technical report/scientific paper attached?		
<b><i>Technical information</i></b>		
Greenhouse Gas		
Applicability - relevant IPCC Code		
Applicability of Emission Factor – Plant Specific/Sector-specific/Country-specific		
Relevant IPCC Source-Category in terms of 2006 IPCC or later Guidelines		
<b>Parameter</b>	Type / name	
	Value	
	Unit	
	95% confidence interval	
<b>Method</b>	Technique/standard	
	Date(s) of measurement	
	External QA/QC	
	Comments by data provider	
	Comments by others (e.g. independent verifier)	

## DEPARTMENT OF LABOUR

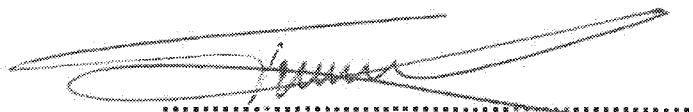
NO. 1137

06 SEPTEMBER 2019

## LABOUR RELATIONS ACT, 1995

**NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION TO NON-  
PARTIES OF THE MAIN COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, 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 the Second Monday after publication of this Notice and shall remain in force until such time it is amended by the parties to the Council from time to time.



TW NXESI, MP

MINISTER OF LABOUR

DATE: ...19/08/2019...

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**NATIONAL TEXTILE BARGAINING COUNCIL: UKWELULWA  
KWESIVUMELWANO ESIYINGQIKITHI ESIPHAKATHI KWABAQASHI  
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **National Textile Bargaining Council**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko Wesibili emva kokushicilelwa kwalesisaziso futhi siqhubeke sisebenza. kuze kube isikhathi lapho sichibiyelwa ngamalunga woMkhandlu ngezikhathi ezahlukenene.



**TW NXESI, MP**

**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**

USUKU: 19/08/2019

**SCHEDULE**

**NATIONAL TEXTILE BARGAINING COUNCIL  
CONSOLIDATED 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)**

**Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOSA)**

(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

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**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 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 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):

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

1.3 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.

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

## 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 such time as the members amend this agreement accordingly.

**B. REMUNERATION****3. MINIMUM WAGES**

- 3.1 The minimum wages for the Textile Industry, which an employer shall pay to employees, shall be as specified in the relevant Annexures in Part 2 of this Agreement.
- 3.2 Every employer must pay each employee a wage that is not less than the minimum wage prescribed in the relevant Annexures in Part 2 of this Agreement.

**4. CALCULATION OF WAGES**

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

- 4.1 any calculation of wages must be based on the hourly wage and any fraction of a cent after completing the calculation must be adjusted to the nearest cent;
- 4.2 a basic hourly rate is calculated by dividing the weekly wage by the number of ordinary hours worked in a week;
- 4.3 a basic daily wage is calculated by dividing the weekly wage by five for a five-day worker and by six for a six-day worker;
- 4.4 a basic weekly wage means the basic hourly wage multiplied by the ordinary hours worked in the week;
- 4.5. a monthly wage is calculated by multiplying the weekly wage by 4.33.

**5. SHIFT ALLOWANCE**

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

**6. LONG-SERVICE ALLOWANCE**

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

**7. ANNUAL BONUS**

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

**8. CHANGE IN OCCUPATION**

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, if an employer requires or permits an employee to work for longer than an hour in an occupation or at a skill level in respect of which a higher wage is prescribed, the employer must pay that employee at the higher

wage for all the ordinary hours of work that day even if that employee did not work all the hours in that higher occupation or at that skill level.

## **9. TEMPORARY EMPLOYEES**

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

- 9.1 For each hour, or part thereof;
- 9.2 No less than the basic hourly wage payable to an employee in accordance with the relevant annexures in Part 2 of this Agreement.

## **10. DEDUCTIONS**

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

- 10.1 an employer may not fine or impose a levy on an employee or charge an employee a fee; and
- 10.2 an employer may not deduct any amount from an employee's wages, except an amount—
  - 10.2.1 required or permitted by law; or
  - 10.2.2 required or permitted by this or any other Collective Agreement.
- 10.3 an employee may authorise the employer to deduct an amount from the employee's wage for—
  - 10.3.1 a registered sick benefit, medical aid, pension or provident fund; and/or
  - 10.3.2 insurance, annuity, savings, or holiday schemes approved by the Council; and/or
  - 10.3.3 any other deduction authorised by the employee, as agreed to between the individual employee and the employer.

- 10.4 The authorisation referred to in clause 10.3 above

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

## **11. PAYMENT OF REMUNERATION**

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

- 11.1 every employer must pay to an employee all the remuneration due to such employee each week, except, by written agreement, remuneration may be paid monthly;
- 11.2 payment may be made—
  - 11.2.1 in cash;

- 11.2.2 by bank transfer
- 11.2.3 by bank deposit; or
- 11.2.4 by cheque;
- 11.3 payment must be accompanied by a payslip with the following details:
  - 11.3.1 the employer's name and address;
  - 11.3.2 the name, occupation, identity document number, clock number or payroll number of the employee;
  - 11.3.3 the employee's date of employment;
  - 11.3.4 the wage grade of the employee;
  - 11.3.5 the total ordinary hours worked;
  - 11.3.6 the overtime hours worked and the overtime rate;
  - 11.3.7 the rate of pay;
  - 11.3.8 any other payment due to the employee in accordance with the relevant Annexures in Part 2 of this Agreement;
  - 11.3.9 any shift premium;
  - 11.3.10 any long-service award;
  - 11.3.11 the deductions made and the reason for the deductions;
  - 11.3.12 the remuneration due;
  - 11.3.13 the period in respect of which payment is made; and
  - 11.3.14 the actual amount paid to the employee.
- 11.4 payment must be made—
  - 11.4.1 in respect of monthly-paid employees, during the last week of the month; or
  - 11.4.2 in respect of weekly-paid employees, within seven days of the week worked; or
  - 11.4.3 at any other time or period as specified in the relevant Annexures in Part 2 of this Agreement;
- 11.5 payment in cash must be made—
  - 11.5.1 in an envelope;

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

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

## **12. INSURANCE OF REMUNERATION**

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

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

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

## **C. HOURS OF WORK**

### **13. ORDINARY HOURS OF WORK**

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

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

13.1.1 45 ordinary hours in a week; and

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

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

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

### **14. OVERTIME**

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

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

14.2 overtime is calculated on a daily basis;

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

14.4 overtime may not be offset against short time.

### **15. MEAL AND OTHER INTERVALS**

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

- 15.1 an employer may not require or permit an employee to work more than five hours continuously without a meal interval of at least 30 minutes;
- 15.2 subject to the provisions of clause 15.3, no work may be performed during a meal interval;
- 15.3 during a meal interval the employee may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another employee;
- 15.4 an employee must be remunerated for a meal interval in which the employee is required to be available for work;
- 15.5 the meal interval is not part of the ordinary or overtime hours worked, except that any time worked by a security guard as a meal interval is part of that employee's ordinary or overtime hours;
- 15.6 intervals of less than 30 minutes are part of the ordinary or overtime hours of work;
- 15.7 intervals of longer than 1,25 hours are part of the ordinary hours of work;
- 15.8 every employee must be given at least two 10-minute rest breaks per shift and these rest breaks are part of ordinary time;
- 15.9 the 20 minutes allocated for the rest breaks may by agreement be—
  - 15.9.1 added to the meal interval if less than 40 minutes; or
  - 15.9.2 used to permit employees to leave work before the termination of the working day, without loss of pay.

## **16. PUBLIC HOLIDAYS**

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

- 16.1 an employer may not require or permit employees to work on a public holiday except in accordance with an agreement;
- 16.2 the public holidays are the following:
  - 16.2.1 January 1, New Year's Day;
  - 16.2.2 March 21, Human Rights Day;
  - 16.2.3 Good Friday;
  - 16.2.4 Family Day;
  - 16.2.5 April 27, Freedom Day;
  - 16.2.6 May 1, Workers'Day;

16.2.7 June 16, Youth Day;

16.2.8 August 9, National Women's Day;

16.2.9 September 24, Heritage Day;

16.2.10 December 16, Day of Reconciliation;

16.2.11 December 25, Christmas Day;

16.2.12 December 26, Day of Goodwill;

16.3 a public holiday may be exchanged for any other day by agreement;

16.4 if a public holiday falls on a Sunday, the following Monday must be a holiday;

16.5 if a public holiday falls on a day on which an employee would ordinarily work, an employer must pay—

16.5.1 an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;

16.5.2 an employee who does work on the public holiday—

16.5.2.1 at least double the amount referred to in clause 16.5.1; or

16.5.2.2 if it is greater, the amount referred to in clause 16.5.1 plus the amount earned by the employee for the time worked on that day;

16.6 if an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to—

16.6.1 the employee's ordinary daily wage; plus

16.6.2 the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method;

16.7 if an employer chooses not to work on any religious holiday other than a public holiday then the employee must be paid as if they had ordinarily worked on that day.

## 17. SUNDAYS

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

17.1 an employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and one half times the employee's wage for each hour worked;

- 17.2 if an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of clause 17.1 is less than the employee's ordinary daily wage, the employer must pay the employee the employee's ordinary daily wage;
- 17.3 if a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.

## **18. SHORT TIME**

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

## **19. EXCEPTIONS**

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

## **D. LEAVE**

### **20. ANNUAL LEAVE**

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

- 20.1 in this part, "annual leave cycle" means the period of 12 months' employment with the same employer immediately following—
- 20.1.1 an employee's commencement of employment; or
  - 20.1.2 the completion of that employee's prior leave cycle;
- 20.2 an employer must grant an employee at least—
- 20.2.1 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle; or
  - 20.2.2 by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;
  - 20.2.3 by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid;
- 20.3 an employee is entitled to take leave accumulated in an annual leave cycle in terms of clause 21.2 on consecutive days;
- 20.4 an employer must grant annual leave not later than six months after the end of the annual leave cycle;
- 20.5 an employer may not require or permit an employee to take annual leave during—

20.5.1 any other period of leave to which the employee is entitled, or

20.5.2 any period of notice of termination of employment;

20.6 notwithstanding clause 20.5, an employer may permit an employee, at the employee's written request, to take leave during a period of unpaid leave;

20.7 an employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle;

20.8 an employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked;

20.9 an employer may not require or permit an employee to work for the employer during any period of annual leave;

20.10 annual leave must be taken—

20.10.1 in accordance with an agreement between the employer and employee; or

20.10.2 If there is no agreement in terms of clause 21.10.1, at a time determined by the employer in accordance with this section;

20.11 an employer may not pay an employee instead of granting paid leave in terms of this section except—

20.11.1 on termination of employment; or

20.11.2 In accordance with section 40 (b) and (c) of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended]

## **21. SICK LEAVE**

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

21.1 in this clause "sick leave cycle" means the period of 36 months' employment with the same employer immediately following—

21.1.1 an employee's commencement of employment; or

21.1.2 the completion of that employee's prior sick leave cycle;

21.2 during every sick-leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks;

- 21.3 Despite clause 21.2, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked;
- 21.4 an employer must pay an employee the employee's basic daily wage for each day that the employee is entitled to paid sick leave;
- 21.5 an employer is not required to pay sick leave—
- 21.5.1 to an employee if both the employer and the employee have made a contribution to a fund or organisation that has guaranteed to pay the employee moneys in lieu of wages during times of incapacity;
  - 21.5.2 to an employee who has been absent from work for longer than two days and has not produced a medical certificate stating the nature and duration of the sickness;
  - 21.5.3 to an employee who has been absent from work for less than two days on more than two occasions in an eight-week period.

## **22. MATERNITY LEAVE**

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

- 22.1 subject to the provisions of this Agreement, a female employee who has continuously worked for the same employer for not less than one completed year as and when she commences her maternity leave will be entitled to maternity leave not exceeding six months for any one pregnancy;
- 22.2 such employee must, at least four weeks before commencement, notify her employer in writing of the date she intends to commence maternity leave, and the date she intends to return to work;
- 22.3 during the period of maternity leave all terms and conditions of employment under the employment contract will be suspended, except that—
- 22.3.1 where there is compliance with clause 22.1, service will be regarded as uninterrupted;
  - 22.3.2 the employee will be entitled to receive a maternity benefit in accordance with this Agreement;
  - 22.3.3 any annual leave due to the employee must be taken as part of the maternity leave;
- 22.4 at the end of the period of maternity leave the employee will be entitled to resume work with the employer in a position at least identical or similar to, but not less favourable than, the one held prior to taking maternity leave;

- 22.5 a pregnant employee may commence maternity leave at any time from four weeks prior to her expected date of confinement, but may not work for six weeks after the birth of her child, unless it is certified by a medical practitioner that she is fit to do so;
- 22.6 employers must pay employees 33% of their basic weekly wage for four months and the remaining two months are to be unpaid;
- 22.7 each employer must guarantee the re-employment of the employee after the expiry of the maternity leave unless she has been selected for retrenchment on criteria agreed to between the employer and the trade union party to this Agreement;
- 22.8 the employer may hire an employee on a temporary basis to fill the employee's post until the employee returns and the trade union will not challenge the fairness of the termination of service of the temporary employee as a consequence of what is laid down in this section.

### **23. PARENTAL LEAVE**

- 23.1 Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, the provisions of this clause are governed by the provisions of Section 25A of the Basic Conditions of Employment of 1997 [as amended].
- 23.2 An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave.
- 23.3 An employee may commence parental leave on—  
(a) the day that the employee's child is born; or  
(b) the date—  
(i) that the adoption order is granted; or  
(ii) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.
- 23.4 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—  
(a) commence parental leave; and  
(b) return to work after parental leave.
- 23.5 Notification in terms of subsection (3) must be given—  
(a) at least one month before the—  
(i) employee's child is expected to be born; or  
(ii) date referred to in subsection 2(b); or  
(b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 23.6 The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001) [as amended].

### **24. ADOPTION LEAVE**

- 24.1 Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, the provisions of this clause are governed by the provisions of Section 25B of the Basic Conditions of Employment of 1997 [as amended].

- 24.2 An employee, who is an adoptive parent of a child who is below the age of two, is subject to subsection (7), entitled to—
- (a) adoption leave of at least ten weeks consecutively; or
  - (b) the parental leave referred to in section 25A.
- 24.3 An employee may commence adoption leave on the date—
- (a) that the adoption order is granted; or (b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.
- 24.4 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
- (a) commence adoption leave; and
  - (b) return to work after adoption leave.
- 24.5 Notification in terms of subsection (4) must be given—
- (a) at least one month before the date referred to in subsection (3); or
  - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 24.6 The payment of adoption benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001) [as amended].
- 24.7 If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave referred to in section 23 above: Provided that the selection of choice must be exercised at the option of the two adoptive parents.
- 24.8 If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalisation of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for the parental leave referred to in section 23 above: Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

## **25. COMMISSIONING PARENT LEAVE**

- 25.1 Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, the provisions of this clause are governed by the provisions of Section 25C of the Basic Conditions of Employment of 1997 [as amended].
- 25.2 An employee, who is a commissioning parent in a surrogate
- motherhood agreement is, subject to subsection (7), entitled to—
- (a) commissioning parental leave of at least ten weeks consecutively; or
  - (b) the parental leave referred to in clause 23 above.
- 25.3 An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
- 25.4 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
- (a) commence commissioning parental leave; and
  - (b) return to work after commissioning parental leave.
- 25.5 Notification in terms of subsection (4) must be given—
- (a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or
  - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

- 25.6 The payment of commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001) [as amended].
- 25.7 If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave referred to in clause 23 above : Provided that the selection of choice must be exercised at the option of the two commissioning parents.
- 25.8 In this section, unless the context otherwise indicates—  
 'commissioning parent' has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No. 38 of 2005) [as amended]; and  
 'surrogate motherhood agreement' has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No. 38 of 2005) [as amended].

## 26. FAMILY RESPONSIBILITY LEAVE

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

- 26.1 An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days paid family responsibility leave, subject to—
- 26.1.1 notification of the birth of the employee's child or that the child is sick; and
- 26.1.1.1 submission of satisfactory proof of birth in the form of a birth certificate; or of the child's sickness; and
- 26.1.1.2 such leave for birth being taken at or around the time of the birth of the child, and in any event within one month of the birth;
- 26.1.2 in the event of death—
- 26.1.2.1 the death of an immediate family member (defined as own child/brother/sister/ spouse/life partner/grandchild/parent or grandparent, including adoptive parent or child); and
- 26.1.2.2 submission of satisfactory proof of death in the form of a death certificate; and
- 26.1.2.3 such leave being taken at or around the time of death of the family member, and in any event within one month of the death;
- 26.2 family responsibility leave is not accumulative;
- 26.3 payment of any benefit claimed in terms of this clause may be made only after compliance with these provisions.

## E: EMPLOYEE BENEFITS

### 27. RETIREMENT FUND

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

- 27.1 all employers and employees must become members of a registered retirement fund agreed to between the parties as regulated by the Pension Funds Act 24 of 1956 as amended, failing which they shall become members of the Textile Industry Provident Fund;
- 27.2 contributions by the employer and employee to such retirement fund must be in accordance with the relevant Annexures in Part 2 of this Agreement.

## **28. BURSARY SCHEME**

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

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

- 28.1 every employer must pay to the Council an amount of 20 cents per week per SACTWU member;
- 28.2 payments must be made on or before the 15th day of the following month;
- 28.3 the Council will collate and collect all such payments and remit the total amount to SACTWU on a monthly basis.

## **29. FUNERAL BENEFITS**

Funeral benefits shall be provided as stipulated in the relevant Annexures in Part 2 of this Agreement.

## **30. PERSONAL PROTECTIVE EQUIPMENT**

- 30.1 Employers must provide employees with every item of personal protective equipment required by the Occupational Health and Safety Act, 1993 [as amended].
- 30.2 All personal protective equipment required by law or Collective Agreement—
- 30.2.1 must be provided free of charge to the employee, and
- 30.2.2 remains the property of the employer.

## **31. SACTWU HIV/AIDS PROJECT**

Unless otherwise specified in the relevant Annexures in Part 2 of this Agreement, for the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 10c (ten cents) per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employment as at 30 November of the previous year.

## **32. REGISTERED LEARNERSHIPS**

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

## **F. TERMINATION OF CONTRACT OF EMPLOYMENT**

### **33. TERMINATION OF CONTRACT OF EMPLOYMENT**

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

- 33.1 an employer or employee who wants to terminate the contract of employment during the first six months of employment must give at least one week's notice.
- 33.2 an employer or employee who wants to terminate the contract of employment after six months of employment, but before the completion of twelve months of employment, must give at least two weeks' notice.
- 33.3 an employer or employee who wants to terminate the contract of employment after one year or more, must give at least four weeks' notice.
- 33.4 notice of termination must be given—
  - 33.4.1 in writing;
  - 33.4.2 outside any period of leave, except sick leave.
- 33.5 if the employer waives any part of the notice, the employer must pay the balance of the remuneration relevant to such notice period as referred to in clause 33.2 and 33.3.
- 33.6 if any employee fails to adhere to the provisions of this clause then the employer may deduct from any monies that the employer owes to the employee, this shortfall from his/her wages.
- 33.7 nothing in this part affects the right of an employer or an employee to terminate a contract of employment without notice for any justified cause recognised by law.

### **34. SEVERANCE PAY**

- 34.1 The provisions of this clause are as per the provisions of Clause 41 of the Basic Conditions of Employment Act 75 of 1997 [as amended].
- 34.2 For the purposes of this section, "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer.
- 34.3 An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, calculated in accordance with section 35 of the Basic Conditions of Employment Act 75 of 1997 [as amended].
- 34.4 The Minister may vary the amount of severance pay in terms of subsection 31.2 above, by notice in the *Gazette*. This variation may only be done after consulting NEDLAC and the Public

Service Co-ordinating Bargaining Council established under Schedule 1 of the Labour Relations Act, 1995 [as amended].

- 34.5 An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, is not entitled to severance pay in terms of subsection 34.2.
- 34.6 The payment of severance pay in compliance with this section does not affect an employee's right to any other amount payable according to law.

### **35. CERTIFICATE OF SERVICE**

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

- 35.1 the employee's full name;
- 35.2 the name and address of the employer;
- 35.3 a description of the Council and relevant subsector by which the employer's business is covered;
- 35.4 the date of commencement and date of termination of employment;
- 35.5 the title of the job and the grade or a brief description of the work for which the employee was employed at the date of termination;
- 35.6 the remuneration at the date of termination; and
- 36.7 if the employee so requests, the reason for termination of employment.

## **G. ORGANISATIONAL RIGHTS**

### **36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

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

- 36.1 any employee who is a member of the trade union may authorize the employer in writing to deduct subscriptions or levies of the trade union from the employees wages;
- 36.2 an employer who receives authorization in terms of clause 36.1 must begin making the authorized deductions from the beginning of the following month;
- 36.3 every employer must pay the amount deducted to the Council by the 15<sup>th</sup> of the following month, accompanied by the schedule detailing —
- 36.3.1 the name of the employer;
  - 36.3.2 the name of the members in respect of whom the deductions have been made;
  - 36.3.3 the amounts deducted; and
  - 36.3.4 the names of the members in respect of whom deductions have not been made and the reasons why;

- 36.4 an employee may revoke an authorization given in terms of clause 36.1 by giving the employer and the trade union one months written notice and such written notice must be given to the head office of the union;
- 36.5 an employer who receives a notice in terms of clause 36.4 must continue to make the authorized deductions until the notice period has expired.

### **37. TRADE UNION REPRESENTATION ON THE COUNCIL**

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

### **38. SHOP STEWARDS RIGHTS AND FACILITIES**

- 38.1 Shop stewards rights and facilities shall be as specified in the relevant Annexures in Part 2 of this Agreement.
- 38.2 Notwithstanding clause 38.1 above, shop steward rights and facilities shall be no less favourable than those stipulated in employment law.
- 38.3 Where the provisions in the Annexures referred to in clause 38.1 above are silent on any shop steward right of facility, the relevant provisions stipulated in employment law shall be applicable.

## **H. GENERAL**

### **39. LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

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

- 39.1 no person may take part in a strike or lockout or any conduct in contemplation or furtherance of a strike or lockout in respect of any dispute about the interpretation or application, including enforcement, of this Agreement; and
- 39.2 notwithstanding the provisions of clause 39.1 strikes and lockouts in respect of disputes about the alteration of the provisions of this Agreement are permitted, in terms of the provisions of the NTBC Constitution.

### **40. EXEMPTIONS**

- 40.1 Any person bound by this Agreement may apply for exemption.
- 40.2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 40.3 The *Bargaining Council* must determine its exemptions policy and process all exemption applications in terms of this policy.
- 40.4 All applications for exemption must 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 –
  - 40.4.1 the provisions of the agreement in respect of which exemption is sought;
  - 40.4.2 the number of persons in respect of whom the exemption is sought;
  - 40.4.3 the reasons why the exemption is sought;
  - 40.4.4 the nature and size of the business in respect of which the exemption is sought;
  - 40.4.5 the duration and timeframe for which the exemption is sought;
  - 40.4.6 the business strategy and plan of the applicant seeking the exemption;
  - 40.4.7 the applicants past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate.

- 40.4.8 The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
- 40.4.9 Any other relevant supporting data and financial information the Council may prescribe from time to time.
- 40.5 An exemption application in respect of a term or provision of a Collective Agreement –
- 40.5.1 concluded in the council that applies throughout the Textile Industry must be considered by an exemptions committee appointed by the Council;
- 40.5.2 concluded in a subsector chamber must be considered by an exemptions committee whose members are appointed from the employers organization(s) and trade union(s) who participate in the subsector chamber or section.
- 40.6 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- 40.7 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.
- 40.8 An exemption committee appointed by the Council may request additional information from an applicant applying for exemption.
- 40.9 In scrutinizing the 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 subsector or section, any other representations received in relation to the application, and the factors and criteria as listed in clause 40.15 below.
- 40.10 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 shall be deemed to have refused the application for exemption.
- 40.11 In the event of the exemptions committee granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision to the 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.
- 40.12 In the terms of section 32(3)(e) of the Labour Relations Act [as amended], the Bargaining Council must establish an independent Exemption 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 for the provision of a collective agreement by the exemption committee or withdrawal of an exemption by the Bargaining Council.
- 40.13 The Independent Exemption 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 exemption committee.
- 40.14 No representative, office-bearer, or official of a trade union or employer's organizations party to the Bargaining Council, maybe a member of, or participate in the deliberations of, the Independent Exemptions Body established by the Bargaining Council.
- 40.15 When considering an application, the Exemptions Committee or the Independent Exemptions Body whichever the case may be must consider, in addition to Clause 40.9, the following:
- 40.15.1 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;
- 40.15.2 The circumstances prevailing in the Textile Industry as a whole or the subsectors/ 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;
- 40.15.3 the nature and size of the business in respect of which the application is made;
- 40.15.4 whether the duration of the exemption or appeal is for a limited or specified period;
- 40.15.5 any representations made by the employees likely to be affected by the application and interest of employees as regards exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
- 40.15.6 whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
- 40.15.7 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;
- 40.15.8 whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
- 40.15.9 whether the granting of the exemption or appeal will impact negatively on parity agreements; and
- 40.15.10 whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with Collective Agreements; and
- 40.15.11 Whether the employees or their representatives have been consulted and their views recorded, and/or any agreement reached between the applicant and the workforce.
- 40.15.12 Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the Applicant.
- 40.16 In the event of the Independent Exemptions Body granting, partially granting or refusing to 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.
- 40.17 The decision of the Independent Exemptions Committee is final and binding upon the applicant and the Bargaining Council.
- 40.18 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:
- 40.18.1 The full name of the applicant(s) or enterprise concern;
- 40.18.2 The trade name;
- 40.18.3 The provisions of the Agreement from which exemption or appeal has been granted;
- 40.18.4 The period of which the exemption or appeal shall operate;
- 40.18.5 The date of issue and from which day the exemption or appeal shall operate;
- 40.18.6 The condition(s) of the exemption or appeal granted; and
- 40.18.7 The area in which the exemption or appeal applies.
- 40.19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection of the workplace.

- 40.20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.
- 40.21 The National Minimum Wage Act 9 of 2018 together with the National Minimum Wage Regulations of 2018, became effective on 1 January 2019. All applications for exemptions in respect of the National Minimum Wage Act, 2018 together with the National Minimum Wage Regulations of 2018, as amended from time to time, is to be submitted directly to the Department of Labour via its National Minimum Wage Exemption System.

#### **41. ADMINISTRATION**

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

#### **42. DESIGNATED AGENTS**

- 42.1 The Council may request the Minister of Labour to appoint one or more specified persons as designated agents to assist in enforcing the terms of this and other Agreements of the Council.
- 42.2 A designated agent may -
- 42.2.1 secure compliance with the Councils's Collective Agreements by -
- 42.2.1.1 publicising the contents of the Agreements;
  - 42.2.1.2 conducting inspections;
  - 42.2.1.3 investigating complaints;
  - 42.2.1.4 investigating means of conciliation;
  - 42.2.1.5 issuing a compliance order requiring any person bound by this Agreement to comply with this agreement within a specified period ; or
  - 42.2.1.6 using any other means the Council may adopt;
- 42.2.2 perform any other functions that are conferred or imposed on the agent by the Council.
- 42.3 A designated agent must report all disputes concerning compliance with any provision of this and any other Agreements of the Council to the Secretary of the Council or his/her appointee.
- 42.4 Within the registered scope of the Council, a designated agent of the Council has all the following powers:
- 42.4.1 A designated agent may, without warrant or notice at any reasonable time, enter any workplace or any other place where an employer carries on business or keeps employment records, that is not a home, in order to monitor or enforce compliance with a Collective Agreement concluded in the Council.
- 42.4.2 A designated agent may only enter a home or any place other than a place referred to in clause 42.4.1—
- 42.4.2.1 with the consent of the owner or occupier; or

42.4.2.2 if authorised to do so by the Labour Court in terms of clause 42.4.3;

42.4.3 The Labour Court may issue an authorisation contemplated in clause 42.4.2.2 only on written application by a designated agent who states under oath or affirmation the reasons for the need to enter a place, in order to monitor or enforce compliance with a Collective Agreement concluded in the Council.

42.4.4 If it is practicable to do so, the employer and a trade union representative must be notified that the designated agent is present at a workplace and be given the reason for the designated agent's presence. The Council may develop a policy to give further effect to this provision.

42.4.5 In order to monitor or enforce compliance with a Collective Agreement a designated agent may—

- 42.4.5.1 require a person to disclose information, either orally or in writing, and either alone or in the presence of witnesses, on a matter to which a Collective Agreement relates, and require that disclosure to be under oath or affirmation;
- 42.4.5.2 inspect and question a person about any record or document to which a Collective Agreement relates;
- 42.4.5.3 copy any record or document referred to in clause 42.4.5.2 or remove these to make copies or extracts;
- 42.4.5.4 require a person to produce or deliver to a place specified by the designated agent any record or document referred to in clause 42.4.5.2 for inspection;
- 42.4.5.5 inspect, question a person about, and if necessary remove, an article, substance or machinery present at a place referred to in clause 42.4.5.1 and 42.4.5.2;
- 42.4.5.6 question a person about any work performed; and
- 42.4.5.7 perform any other described function necessary for monitoring or enforcing compliance with a Collective Agreement;
- 42.4.5.8 perform any other function necessary in the execution of their functions as prescribed by the Council and/or the provisions of employment law.

42.4.6 A designated agent may be accompanied by an interpreter and any other person reasonably required to assist in conducting an inspection.

42.4.7 A designated agent must—

42.4.7.1 produce on request a copy of the authorisation referred to in clause 42.4.3;

42.4.7.2 provide a receipt for any record or document removed in terms of clause 42.4.5, and return any removed record, document or item within a reasonable period.

42.4.8 Any person who is questioned by a designated agent in terms of clause 42.4.5.2 must answer all questions lawfully put to that person truthfully and to the best of that person's ability.

42.4.9 An answer by any person to a question by a designated agent in terms of this clause may not be used against that person in any criminal proceedings, except proceedings in respect of a charge of perjury or making a false statement.

42.4.10 Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.

42.4.11 The Council may apply to the Labour Court for an appropriate order against any person who—

42.4.11.1 refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability; or

42.4.11.2 refuses or fails to comply with any requirement of the designated agent in terms of this clause; or

42.4.11.3 hinders the designated agent in the performance of the agent's functions in terms of this clause; and

42.4.11.4 for the purposes of this clause, a Collective Agreement shall be deemed to include any basic condition of employment which constitutes terms of a contract of employment in terms of section 49 (1) of the Basic Conditions of Employment Act No. 75 of 1997 [as amended].

### 43. COUNCIL LEVIES

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

43.1 each employer must deduct a Bargaining Council levy of R1.50 per week from the salary/wage of each employee;

43.2 employers must pay to the Bargaining Council an amount equivalent to that deducted from all its employees;

43.3 every employer must pay the amounts referred to in clause 43.1 and 43.2 to the Bargaining Council before the 15th day of the following month;

- 43.4 of this Council levy received, an amount of 10 cents per side shall be allocated to the relevant subsectors and/or sections for purposes of assisting in the financing of collective bargaining expenses and this 10 cent cost entitlement shall be transferred to the respective parties on a quarterly basis subject to Council approved conditions.

**44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

- 44.1 If any amount that is payable to the Council in terms of this Agreement is not paid by the stipulated date –
- 44.1.1 interest will accrue on that amount from the stipulated date of payment;
  - 44.1.2 the employer will become liable for any legal costs incurred by the Council for recovery of the amounts due;
- 44.2 The interest referred to above is the interest prescribed from time to time in terms of the Prescribed Rate of Interest Act, 1975 [as amended];

**45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

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 the 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 45.1;
- 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 [as amended];
- 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.

**46. EXHIBITION OF AGREEMENT**

Every employer must make the Agreement available to employees in the place of work.

**47. DISPUTES**

All disputes shall be dealt with as per the provisions of Annexure B in Part 1 of this Agreement.

**48. EXISTING AGREEMENTS**

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

- 48.1 the parties acknowledge and recognize that all previously concluded Agreements, the contents of which are not specifically dealt with in this Agreement, will continue to be binding on the parties to such Agreements;
- 48.2 all conditions applicable at the various participating employers will, where they are more favourable than those concluded in this Agreement, remain in full force and effect;
- 48.3 the provisions of this Agreement shall only be amended through collective bargaining between the parties;

#### **49. OTHER CONDITIONS OF EMPLOYMENT**

All other terms and conditions of employment shall be specified in the relevant Annexures in Part 2 of this Agreement or as prescribed in law.

#### **50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

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

- 50.1 this agreement shall remain in force, provided that the parties to the Bargaining Council shall annually negotiate through collective bargaining amendments to this Agreement, unless they agree to negotiate at different intervals, provided further that no amendment(s) shall take effect before the effective date of such amendments as agreed to by the parties;
- 50.2 the parties to the Bargaining Council, and in the event of this Agreement being extended to non-party employers and their employees in accordance with the provisions of Part 1 of this agreement shall have the right to pursue industrial action within establishments bound by the provisions of this Agreement, in compliance with the Act after utilising applicable procedures set out in the NTBC Constitution, in the event of the Agreement not being reached on any issue in negotiations at the Bargaining Council, on wages and other substantive issues designed to replace or amend the remuneration and/or other substantive provisions of this Agreement;
- 50.3 the reference to negotiations in clause 50.2 above shall mean negotiations as contemplated in clause 50.1 above.
- 50.4 section 65(3) of the Labour Relations Act [as amended] shall not render industrial action as contemplated in clause 50.2 above, unprocedural.

#### **51. DEFINITIONS**

As per Annexure A of Part 1 of this Agreement.

#### **52. HIV/AIDS**

As per Annexure C of Part 1 of this Agreement.

#### **53. SKILLS DEVELOPMENT**

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

- 53.1 the parties endorse compliance with the 1 (one) percent of the leviable amount as prescribed in the Skills Development Levies Act 9 of 1999 [as amended].
- 53.2 the parties encourage compliance with annual submission of Workplace Skills Plan and Annual Training Reports to the Primary SETA to upskill and reskill the Textile Industry Workforce to grow the Industry;
- 53.3 the parties will seek appropriate avenues to increase the levels of Investment in skills development to support the Industry's Skills Development Growth Strategy as reflected in the NTBC website.

**54. CODES OF GOOD PRACTICE**

- 54.1 The parties recognise that there are a number of regulated Codes of Good Practice as issued by the Minister of Labour. These Codes including amendments and future regulated Codes which may be issued from time to time by the Minister of Labour will be accessible to each workplace and will be available on the NTBC website.
- 54.2 The Codes of Good Practice which are currently regulated are as follows:
- 54.2.1 Amended Code of Good Practice of 2005: The Handling of Sexual Harassment Cases
  - 54.2.2 Code of Good Practice: Collective Bargaining, Industrial Action and Picketing
  - 54.2.3 Code of Good Practice: Who is an Employee?
  - 54.2.4 Code of Good Practice: Dismissal
  - 54.2.5 Code of Good Practice: Dismissal based on Operational Requirements
  - 54.2.6 Code of Good Practice: Key aspects of HIV/AIDS and Employment
  - 54.2.7 Code of Good Practice: Pregnancy
  - 54.2.8 Code of Good Practice: Disability in the workplace
  - 54.2.9 Code of Good Practice: Key aspects on the Employment of People with Disabilities
  - 54.2.10 Code of Good Practice: Arrangement of Working Time
  - 54.2.11 Code of Good Practice: Employment Equity Plans

**ANNEXURE A**  
**DEFINITIONS**

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

**"The Act"** means the Labour Relations Act, 1995 (Act No. 66 of 1995) [as amended];

**"adoption order"** means an adoption order as envisaged in the Children's Act, 2005 (Act No. 38 of 2005) [as amended];

**"adoptive parent"** has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No. 38 of 2005) [as amended];

**"Agreement"** includes a Collective Agreement;

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

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

**"CCMA"** means the Commission for Conciliation, Mediation and Arbitration, established in terms of section 112 of the Labour Relations Act [as amended];

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

**"Code of Good Practice"** means the various Codes of Good Practices issued by the Minister from time to time, in terms of the Labour Relations Act [as amended].

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

**"day" or "days"** means a period of 24 hours measured from the time when the employee normally commences

work and "daily" has a corresponding meaning except, for all time periods referred to in the NTBC Constitution

**"day" or "days"** shall mean a calendar day and the first day is excluded and the last day is included and the last day of any period must be excluded if it falls on a Saturday, Sunday, public holiday or on a day during the period between 16 December to 7 January.

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

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

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

**"employment law"** includes the Labour Relations Act [as amended], The Basic Conditions of Employment Act of 1997 [as amended]; and any other Act, the administration of which has been assigned to the Minister, and any of the following Acts [as amended]:

- (a) The Unemployment Insurance Act, [1966 (Act No. 30 of 1966)] 2001 (Act No. 63 of 2001);
- (b) the Skills Development Act, 1998 (Act No. 97 of 1998);
- (c) the Employment Equity Act, 1998 (Act No. 55 of 1998);
- (d) the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- (e) the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)

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

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

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

**"medical practitioner"** means a person entitled to practice as a medical practitioner in terms of section 17 of the Health Professions Act, 1974 (Act No. 56 of 1974) [as amended], or any other person,

including a traditional healer, who is certified to diagnose and treat patients and who is registered with the Professional Council established by an Act of Parliament;

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

**"National Minimum Wage"** means the minimum rate of pay prescribed in the National Minimum Wage Act 27 of 2018 and the schedules thereto, as amended.

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

**"ordinary hours of work"** means the hours of work permitted in terms of clause 13 of this Agreement.

**"overtime"** means the time that an employee works during a day, or a week, in excess of ordinary hours of work;

**"prospective adoptive parent"** means a person who complies with the requirements set out in section 231(2) of the Children's Act, 2005 (Act No. 38 of 2005) [as amended];

**"remuneration"** means any payment in money or in kind or both in money or in kind, made or owing to any person in return for that person working for any other person, and "remunerate" has a corresponding meaning.

**"secretary"** means the Secretary of the Council;

**"shift"** means any one continuous period of work, whether it be a day, an afternoon or a night shift;

**"subsector" or "section"** means the subsectors or sections as set out in Schedule 2 of the National Textile Bargaining Council Constitution;

**"temporary employee"** means an employee who is employed in a temporary capacity for a fixed period on contract;

**"this Agreement"** means Part 1 and Part 2 of this document;

**ANNEXURE B****DISPUTES****A. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF AGREEMENT**

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

1. The Secretary of the Council shall at any time require a designated agent to monitor compliance with the provisions of the Agreement.
2. A dispute about the interpretation, application or enforcement of this Agreement may be lodged with or referred to the Secretary of the Council by any person for resolution in terms of this Agreement.
3. The Secretary of the Council shall require a designated agent to investigate the dispute.
4. The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that a Collective Agreement has been breached, the agent may endeavour to secure compliance with such Agreement through conciliation.
5. The designated agent must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
6. If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of an Agreement, the agent—
  - 6.1 must investigate the alleged breach;
  - 6.2 must endeavour to secure compliance with the Agreement; and
  - 6.3 must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
7. On receipt of the report, the Secretary may—
  - 7.1 require the designated agent to make further investigations;
  - 7.2 appoint a conciliator from the Council's panel of conciliators if further conciliation is indicated;
  - 7.3 refer the dispute for conciliation to the Disputes Committee of the Council;
  - 7.4 issue a compliance order; or
  - 7.5 refer the dispute to arbitration in terms of this Agreement.
8. If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.
9. If a compliance order is issued, that order must be served on the party allegedly in breach of this Agreement.

10. The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days of service of the order.
11. If a party objects, the Secretary may take any of the steps referred to in clause 7, except the issuing of another compliance order.
12. If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.
13. If the dispute is referred to arbitration the Secretary must appoint an arbitrator from the panel of arbitrators.
14. The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.
15. The Secretary must serve notice of the date, time and venue of the arbitration on—
  - 15.1 the parties to the dispute;
  - 15.2 any person who may have a legal interest in the outcome of the arbitration
16. The arbitrator must -
  - 16.1 endeavour to conciliate the dispute; and
  - 16.2 if the dispute remains unresolved, resolve the dispute through arbitration.
17. The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the disputes with the minimum of legal formalities, and in terms of the rules adopted by Council.
18. Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
19. The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.
20. In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, or by a member, office-bearer or official of that party's trade union or employer's organisation and, if the party is a juristic person, by a director or employee.
21. If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
22. If a party, other than the party who referred the dispute to the Council, fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may—
  - 22.1 continue with the arbitration proceedings in the absence of that party; or
  - 22.2 adjourn the arbitration proceedings to a later date.

23. The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that—
- 23.1 a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
  - 23.2 the dispute is capable of being determined by written evidence only;
  - 23.3 the dispute is about the interpretation or enforcement of the Agreement; or
  - 23.4 the parties to the dispute agree thereto
24. Notwithstanding the provisions of clause 19, the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that—
- 24.1 the parties have been properly served; and
  - 24.2 it is appropriate in the circumstances to do so.
25. Within 14 days of the conclusion of the arbitration proceedings—
- 25.1 the arbitrator must issue an arbitration award, with reasons signed by the arbitrator; and
  - 25.2 the council must serve a copy of that award on each party to the dispute.
26. On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
27. An arbitrator may make any appropriate award, including an order for costs, that gives effect to the Agreement.
28. An arbitrator may at his/her own initiative or as a result of an application by an affected party, vary or rescind an award—
- 28.1 Erroneously sought or made in the absence of any party affected by the award;
  - 28.2 in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
  - 28.3 granted as a result of a mistake common to the parties to the proceedings.
29. The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Labour Relations Act [as amended].
30. The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a Collective Agreement.

## B. OTHER DISPUTES

Other disputes shall be dealt with in terms of the dispute provisions of the NTBC Constitution or in terms of the applicable labour legislation of the Republic of South Africa.

**ANNEXURE C****CODE OF GOOD PRACTICE ON KEY ASPECTS OF HIV/AIDS AND EMPLOYMENT WITHIN THE TEXTILE MANUFACTURING INDUSTRY OF SOUTH AFRICA****1. INTRODUCTION**

- 1.1. The Human Immunodeficiency Virus (HIV) and the Acquired Immune Deficiency Syndrome (AIDS) are serious public health problems, which have socio economic, employment and human rights implications.
- 1.2. It is recognised that the HIV/AIDS epidemic will affect every workplace, with prolonged staff illness, absenteeism, and death impacting on productivity, employee benefits, occupational health and safety, production costs and workplace morale.
- 1.3. HIV knows no social, gender, age or racial boundaries, but it is accepted that socio-economic circumstances do influence disease patterns. HIV thrives in an environment of poverty, rapid urbanisation, violence and destabilisation. Transmission is exacerbated by disparities in resources and patterns of migration from rural to urban areas. Women, particularly are more vulnerable to infection in cultures and economic circumstances where they have little control over their lives.
- 1.4. Furthermore HIV/AIDS is still a disease surrounded by ignorance, prejudice, discrimination and stigma. In the workplace unfair discrimination against people living with HIV and AIDS has been perpetuated through practices such as pre-employment HIV testing, dismissals for being HIV positive and the denial of employee benefits.
- 1.5. One of the most effective ways of reducing and managing the impact of HIV/AIDS in the workplace is through the implementation of an HIV/AIDS policy and programme. Addressing aspects of HIV/AIDS in the workplace will enable employers, trade unions and government to actively contribute towards local, national and international efforts to prevent and control HIV/AIDS. In light of this, the Code has been developed as a guide to employers, trade unions and employees.
- 1.6. Furthermore the Code seeks to assist with the attainment of the broader goals of:
  - eliminating unfair discrimination in the workplace based on HIV status;
  - promoting a non-discriminatory workplace in which people living with HIV or AIDS are able to be open about their HIV status without fear of stigma or rejection;
  - promoting appropriate and effective ways of managing HIV in the workplace;
  - creating a balance between the rights and responsibilities of all parties.

## 2. OBJECTIVES

- 2.1. The Code's primary objective is to set out guidelines for employers and the trade union within the textile manufacturing industry to implement so as to ensure individuals with HIV infection are not unfairly discriminated against in the workplace. This includes provisions regarding:
- (i) creating a non-discriminatory work environment;
  - (ii) dealing with HIV testing, confidentiality and disclosure;
  - (iii) providing equitable employee benefits;
  - (iv) dealing with dismissals; and
  - (v) managing grievance procedures.
- 2.2. The Code's secondary objective is to provide a policy for employers, employees and the trade union within the textile manufacturing industry on how to manage HIV/AIDS within the workplace. Since the HIV/AIDS epidemic impacts upon the workplace and individuals at a number of different levels, it requires a holistic response which takes all of these factors into account. The Code therefore includes principles, which are dealt with in more detail under the statutes listed in item 5.1. on the following:
- (i) creating a safe working environment for all employers and employees;
  - (ii) developing procedures to manage occupational incidents and claims for compensation;
  - (iii) introducing measures to prevent the spread of HIV;
  - (iv) developing strategies to assess and reduce the impact of the epidemic upon the workplace; and
  - (v) supporting those individuals who are infected or affected by HIV/AIDS so that they may continue to work productively for as long as possible.
- 2.3. In addition, the Code promotes the establishment of mechanisms to foster co-operation at the following levels:
- (i) between employers, employees and the trade union in the workplace; and
  - (ii) between the workplace and other stakeholders at a sectoral, local, provincial and national level.

## 3. CODE PRINCIPLES

- 3.1. The promotion of equality and non-discrimination between individuals with HIV infection and those without, and between HIV/AIDS and other comparable health/medical conditions.
- 3.2. The creation of a supportive environment so that HIV infected employees are able to continue working under normal conditions in their current employment for as long as they are medically fit to do so.
- 3.3. The protection of human rights and dignity of people living with HIV or AIDS is essential to the prevention and control of HIV/AIDS.
- 3.4. HIV/AIDS impacts disproportionately on women and this should be taken into account in the development of workplace policies and programmes.
- 3.5. Consultation, inclusivity and encouraging full participation of all stakeholders are key principles which should underpin every HIV/AIDS policy and programme.

#### 4. APPLICATION AND SCOPE

- 4.1. All employers and employees within the textile manufacturing industry, and their respective organisations are encouraged to use this Code to develop, implement and refine their HIV/AIDS policies and programmes to suit the needs of their workplaces.
- 4.2. This Code however does not impose any legal and/or financial obligation in addition to those in the Employment Equity Act [as amended], the Labour Relations Act [as amended], and this code or in any other legislation referred to in the Code.
- 4.3. The Code should be read in conjunction with other codes of good practice that may be issued by the Minister of Labour.

#### 5. LEGAL FRAMEWORK

- 5.1. The Code should be read in conjunction with the Constitution of South Africa Act, No. 108 of 1996 [as amended], and all relevant Legislation which includes the following [as amended]:
  - (i) Employment Equity Act, No. 55 of 1998;
  - (ii) Labour Relations Act, No. 66 of 1995;
  - (iii) Occupational Health and Safety Act, No. 85 of 1993;
  - (iv) Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993;
  - (v) Basic Conditions of Employment Act, No. 75 of 1997; and
  - (vi) Medical Schemes Act, No. 131 of 1998.
  - (vii) Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000.
- 5.2. The contents of this code should be taken into account when developing, implementing or reviewing any workplace policies or programmes in terms of the statutes listed above.
- 5.3. The following are selected, relevant sections contained in certain of the above-mentioned legislation. These should be read in conjunction with other legislative provisions.
  - 5.3.1. The Code is issued in terms of Section 54(1)(a) of the Employment Equity Act, No 55 of 1998 [as amended] and is based on the principle that no person may be unfairly discriminated against on the basis of their HIV status. In order to assist employers and employees to apply this principle consistently in the workplace, the Code makes reference to other pieces of legislation.
  - 5.3.2. Section 6(1) of the Employment Equity Act [as amended] provides that no person may unfairly discriminate against an employee, or an applicant for employment, in any employment policy or practice, on the basis of his or her HIV status. In any legal proceedings in which it is alleged that any employer has discriminated unfairly, the employer must prove that any discrimination or differentiation was fair.
  - 5.3.3. No employee, or applicant for employment, may be required by their employer to undergo an HIV test in order to ascertain their HIV status. HIV testing by or on behalf of an employer may only take place where the Labour Court has declared such testing to

be justifiable in accordance with Section 7(2) of the Employment Equity Act [as amended].

- 5.3.4 In accordance with Section 187(1)(f) of the Labour Relations Act, No. 66 of 1995 [as amended], an employee with HIV/AIDS may not be dismissed simply because he or she is HIV positive or has AIDS. However where there are valid reasons related to their capacity to continue working and fair procedures have been followed, their services may be terminated in accordance with Section 188(1)(a)(i).
- 5.3.5 In terms of Section 8(1) of the Occupational Health and Safety Act, No. 85 of 1993 [as amended]; an employer is obliged to provide, as far as is reasonably practicable, a safe workplace. This may include ensuring that the risk of occupational exposure to HIV is minimised.
- 5.3.6 An employee who is infected with HIV as a result of an occupational exposure to infected blood or bodily fluids, may apply for benefits in terms of Section 22(1) of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 [as amended].
- 5.3.7 In accordance with the Basic Conditions of Employment Act, No. 75 of 1997 [as amended], every employer is obliged to ensure that all employees receive certain basic standards of employment, including a minimum number of days sick leave [Section 22(2)].
- 5.3.8 In accordance with Section 24(2)(e) of the Medical Schemes Act, No 131 of 1998 [as amended], a registered medical aid scheme may not unfairly discriminate directly or indirectly against its members on the basis of their "state of health". Further in terms of s 67(1)(9) regulations may be drafted stipulating that all schemes must offer a minimum level of benefits to their members.
- 5.3.9 In accordance with both the common law and Section 14 of the Constitution of South Africa Act, No. 108 of 1996 [as amended], all persons with HIV or AIDS have a right to privacy, including privacy concerning their HIV or AIDS status. Accordingly there is no general legal duty on an employee to disclose his or her HIV status to their employer or to other employees.

## **6. PROMOTING A NON-DISCRIMINATORY WORK ENVIRONMENT**

- 6.1. No person with HIV or AIDS shall be unfairly discriminated against within the employment relationship or within any employment policies or practices, including with regard to:
  - (i) recruitment procedures, advertising and selection criteria;
  - (ii) appointments, and the appointment process, including job placement;
  - (iii) job classification or grading;
  - (iv) remuneration, employment benefits and terms and conditions of employment;
  - (v) employee assistance programmes;
  - (vi) job assignments;
  - (ix) training and development;
  - (x) performance evaluation systems;
  - (xi) promotion, transfer and demotion;
  - (xii) termination of services.

6.2. To promote a non-discriminatory work environment based on the principle of equality, employers and trade unions should adopt appropriate measures to ensure that employees with HIV and AIDS are not unfairly discriminated against and are protected from victimisation through positive measures such as:

- (i) preventing unfair discrimination and stigmatisation of people living with HIV or AIDS through the development of HIV/AIDS policies and programmes for the workplace;
- (ii) awareness, education and training on the rights of all persons with regard to HIV and AIDS;
- (iii) mechanisms to promote acceptance and openness around HIV/AIDS in the workplace;
- (iv) providing support for all employees infected or affected by HIV and AIDS; and
- (v) grievance procedures and disciplinary measures to deal with HIV-related complaints in the workplace.

## 7. HIV TESTING, CONFIDENTIALITY AND DISCLOSURE

### 7.1 HIV Testing

7.1.1. No employer may require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing.

7.1.2. Whether s 7(2) of the Employment Equity Act [as amended] prevents an employer-provided health service supplying a test to an employee who requests a test, depends on whether the Labour Courts would accept that an employee can knowingly agree to waive the protection in the section. This issue has not yet been decided by the courts. 1[1]

7.1.3. In implementing the sections below, it is recommended that parties take note of the position set out in item 7.1.2.

#### 7.1.4. Authorised testing

Employers must approach the Labour Court for authorisation in, amongst others, the following circumstances:

- (i) during an application for employment;
- (ii) as a condition of employment;
- (iii) during procedures related to termination of employment;
- (iv) as an eligibility requirement for training or staff development programmes; and
- (v) as an access requirement to obtain employee benefits.

#### 7.1.5. Permissible testing

- (a) An employer may provide testing to an employee who has requested a test in the following circumstances:

- (i) As part of a health care service provided in the workplace;
  - (ii) In the event of an occupational accident carrying a risk of exposure to blood or other body fluids;
  - (iii) For the purposes of applying for compensation following an occupational accident involving a risk of exposure to blood or other body fluids.
- (b) Furthermore, such testing may only take place within the following defined conditions:
  - (i) At the initiative of an employee;
  - (ii) Within a health care worker and employee-patient relationship;
  - (iii) With informed consent and pre- and post-test counselling, as defined by the Department of Health's National Policy on Testing for HIV; and
  - (iv) With strict procedures relating to confidentiality of an employee's HIV status as described in clause 7.2 of this Code.

7.1.6 All testing, including both authorised and permissible testing, should be conducted in accordance with the Department of Health's National Policy on Testing for HIV issued in terms of the National Policy for Health Act, No. 116 of 1990 [ as amended].

7.1.7. Informed consent means that the individual has been provided with information, understands it and based on this has agreed to undertake the HIV test. It implies that the individual understands what the test is, why it is necessary, the benefits, risks, alternatives and any possible social implications of the outcome.

7.1.8 Anonymous unlinked surveillance or epidemiological HIV testing in the workplace may occur provided it is undertaken in accordance with ethical and legal principles regarding such research.<sup>2[2]</sup> Where such research is done, the information obtained may not be used to unfairly discriminate against individuals or groups of persons. Testing will not be considered anonymous if there is a reasonable possibility that a person's HIV status can be deduced from the results.

## **7.2. Confidentiality and Disclosure**

7.2.1. All persons with HIV or AIDS have the legal right to privacy. An employee is therefore not legally required to disclose his or her HIV status to their employer or to other employees.

7.2.2. Where an employee chooses to voluntarily disclose his or her HIV status to the employer or to other employees, this information may not be disclosed to others without the employee's express written consent. Where written consent is not possible, steps must be taken to confirm that the employee wishes to disclose his or her status.

7.2.3. Mechanisms should be created to encourage openness, acceptance and support for those employers and employees who voluntarily disclose their HIV status within the workplace, including:

- (i) encouraging persons openly living with HIV or AIDS to conduct or participate in education, prevention and awareness programmes;
- (ii) encouraging the development of support groups for employees living with HIV or AIDS; and

- (iii) ensuring that persons who are open about their HIV or AIDS status are not unfairly discriminated against or stigmatised.

## PROMOTING A SAFE WORKPLACE

- 8.1. An employer is obliged to provide and maintain, as far as is reasonably practicable, a workplace that is safe and without risk to the health of its employees.

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2[2] See amongst others the Department of Health's National Policy for Testing for HIV and the Biological Hazardous Agents Regulations.

- 8.2 The risk of HIV transmission in the workplace is minimal. However occupational accidents involving bodily fluids may occur, particularly in the health care professions. Every workplace should ensure that it complies with the provisions of the Occupational Health and Safety Act [as amended]; including the Regulations on Hazardous Biological Agents, and that its policy deals with, amongst others:
- (i) the risk, if any, of occupational transmission within the particular workplace;
  - (ii) appropriate training, awareness, education on the use of universal infection control measures so as to identify, deal with and reduce the risk of HIV transmission in the workplace;
  - (iii) providing appropriate equipment and materials to protect employees from the risk of exposure to HIV;
  - (iv) the steps that must be taken following an occupational accident including the appropriate management of occupational exposure to HIV and other blood borne pathogens, including access to post-exposure prophylaxis;
  - (v) the procedures to be followed in applying for compensation for occupational infection;
  - (vi) the reporting of all occupational accidents; and
  - (vii) adequate monitoring of occupational exposure to HIV to ensure that the requirements of possible compensation claims are being met.

## 9. COMPENSATION FOR OCCUPATIONALLY ACQUIRED HIV

- 9.1. An employee may be compensated if he or she becomes infected with HIV as a result of an occupational accident, in terms of the Compensation for Occupational Injuries and Diseases Act [as amended].

Employers should take reasonable steps to assist employees with the application for benefits including:

- (i) providing information to affected employees on the procedures that will need to be followed in order to qualify for a compensation claim; and
- (ii) assisting with the collection of information which will assist with proving that the employees were occupationally exposed to HIV infected blood.

- 9.2. Occupational exposure should be dealt with in terms of the Compensation for Occupational Injuries and Diseases Act [as amended]. Employers should ensure that they comply with the provisions of this Act and any procedure or guideline issued in terms thereof.

## **10. EMPLOYEE BENEFITS**

- 10.1. Employees with HIV or AIDS may not be unfairly discriminated against in the allocation of employee benefits.
- 10.2. Employees who become ill with AIDS should be treated like any other employee with a comparable life threatening illness with regard to access to employee benefits.
- 10.3. Information from benefit schemes on the medical status of an employee should be kept confidential and should not be used to unfairly discriminate.
- 10.4. Where an employer offers a medical scheme as part of the employee benefit package it must ensure that this scheme does not unfairly discriminate, directly or indirectly, against any person on the basis of his or her HIV status.

## **11. DISMISSAL**

- 11.1. Employees with HIV/AIDS may not be dismissed solely on the basis of their HIV/AIDS status.
- 11.2. Where an employee has become too ill to perform their current work, an employer is obliged to follow accepted guidelines regarding dismissal for incapacity before terminating an employee's services, as set out in the Code of Good Practice on Dismissal contained in Schedule 8 of the Labour Relations Act [as amended].
- 11.3. The employer should ensure that as far as possible, the employee's right to confidentiality regarding his or her HIV status is maintained during any incapacity proceedings. An employee cannot be compelled to undergo an HIV test or to disclose his or her HIV status as part of such proceedings unless the Labour Court authorised such a test.

## **12. GRIEVANCE PROCEDURES**

- 12.1. Employers should ensure that the rights of employees with regard to HIV/AIDS, and the remedies available to them in the event of a breach of such rights, become integrated into existing grievance procedures.
- 12.2. Employers should create an awareness and understanding of the grievance procedures and how employees can utilise them.
- 12.3. Employers should develop special measures to ensure the confidentiality of the complainant during such proceedings, including ensuring that such proceedings are held in private.

## **13. MANAGEMENT OF HIV IN THE WORKPLACE**

- 13.1. The effective management of HIV/AIDS in the workplace requires an integrated strategy that includes, amongst others, the following elements:

- 13.1.1. An understanding and assessment of the impact of HIV/AIDS on the workplace; and
- 13.1.2. Long and short term measures to deal with and reduce this impact, including:

- (i) An HIV/AIDS Policy for the workplace
- (ii) HIV/AIDS Programmes, which would incorporate:

- (a) Ongoing sustained prevention of the spread of HIV among employees and their communities;
- (b) Management of employees with HIV so that they are able to work productively for as long as possible; and
- (c) Strategies to deal with the direct and indirect costs of HIV/AIDS in the workplace.

#### **14. ASSESSING THE IMPACT OF HIV/AIDS ON THE WORKPLACE**

14.1. Employers and trade union should develop appropriate strategies to understand, assess and respond to the impact of HIV/AIDS in their particular workplace and sector. This should be done in cooperation with sectoral, local, provincial and national initiatives by government, civil society and non-governmental organisations.

14.2. Broadly, impact assessments should include:

- (i) Risk profiles; and
- (ii) Assessment of the direct and indirect costs of HIV/AIDS;

14.3. Risk profiles may include an assessment of the following:

- (i) The vulnerability of individual employees or categories of employees to HIV infection;
- (ii) The nature and operations of the organisation and how these may increase susceptibility to HIV infection (eg migrancy or hostel dwellings);
- (iii) A profile of the communities from which the organisation draws its employees;
- (iv) A profile of the communities surrounding the organisation's place of operation; and
- (v) An assessment of the impact of HIV/AIDS upon their target markets and client base.

14.4. The assessments should also consider the impact that the HIV/AIDS epidemic may have on:

- (i) Direct costs such as costs to employee benefits, medical costs and increased costs related to staff turnover such as training and recruitment costs and the costs of implementing an HIV/AIDS programme;
- (ii) Indirect costs such as costs incurred as a result of increased absenteeism, employee morbidity, loss of productivity, a general decline in workplace morale and possible workplace disruption;

14.5. The cost effectiveness of any HIV/AIDS interventions should also be measured as part of an impact assessment.

#### **15. MEASURES TO DEAL WITH HIV/AIDS WITHIN THE WORKPLACE**

##### **15.1. A Workplace HIV/AIDS Policy**

15.1.1. Every workplace should develop an HIV/AIDS policy<sup>3[3]</sup>, in order to ensure that employees affected by HIV/AIDS are not unfairly discriminated against in employment policies and practices. This policy code should cover:

- (i) the organisation's position on HIV/AIDS;
- (ii) an outline of the HIV/AIDS programme;
- (iii) details on employment policies (e.g. position regarding HIV testing, employee benefits, performance management and procedures to be followed to determine medical incapacity and dismissal);
- (iv) express standards of behaviour expected of employers and employees and appropriate measures to deal with deviations from these standards;
- (v) grievance procedures in line with Item 12 of this Code;
- (vi) set out the means of communication within the organisation on HIV/AIDS issues;
- (vii) details of employee assistance available to persons affected by HIV/AIDS;
- (viii) details of implementation and coordination responsibilities; and
- (ix) monitoring and evaluation mechanisms.

15.1.2. All policies should be developed in consultation with key stakeholders within the workplace including trade unions, employee representatives, occupational health staff and the human resources department.

15.1.3. The policy should reflect the nature and needs of the particular workplace.

15.1.4. Policy development and implementation is a dynamic process, so the workplace policy should be:

- (i) communicated to all concerned;
- (ii) routinely reviewed in light of epidemiological and scientific information; and
- (iii) monitored for its successful implementation and evaluated for its effectiveness.

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<sup>3[3]</sup> This policy could either be a specific policy on HIV/AIDS, or could be incorporated in a policy on life threatening illness

## **15.2. Developing Workplace HIV/AIDS Programmes**

15.2.1. It is recommended that every workplace works towards developing and implementing a workplace HIV/AIDS programme aimed at preventing new infections, providing care and support for employees who are infected or affected, and managing the impact of the epidemic in the organisation.

15.2.2. 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 attempt to address the following in cooperation with the sectoral, local, provincial and national initiatives:

- (i) hold regular HIV/AIDS awareness programmes;

- (ii) encourage voluntary testing;
- (iii) conduct education and training on HIV/AIDS;
- (iv) promote condom distribution and use;
- (v) encourage health seeking behaviour for STD's;
- (vi) enforce the use of universal infection control measures;
- (vii) create an environment that is conducive to openness, disclosure and acceptance amongst all staff;
- (viii) endeavour to establish a wellness programme for employees affected by HIV/AIDS;
- (ix) provide access to counselling and other forms of social support for people affected by HIV/AIDS;
- (x) maximise the performance of affected employees through reasonable accommodation, such as investigations into alternative sick leave allocation;
- (xi) develop strategies to address direct and indirect costs associated with HIV/AIDS in the workplace, as outlined under item 14.4
- (xii) regularly monitor, evaluate and review the programme.

15.2.3. Employers should take all reasonable steps to assist employees with referrals to appropriate health, welfare and psycho-social facilities within the community, if such services are not provided at the workplace.

## 16. INFORMATION AND EDUCATION

- 16.1. The National Textile Bargaining Council should ensure that copies of this code are available and accessible.
- 16.2. Employers and employer organisations should include the Code in their orientation, education and training programmes of employees.
- 16.3. The trade union should include the Code in their education and training programmes of shop stewards and employees.

## GLOSSARY

<b><i>Affected employee</i></b>	an employee who is affected in any way by HIV/AIDS eg if they have a partner or a family member who is HIV positive
<b><i>AIDS</i></b>	AIDS is the acronym for "acquired immune deficiency syndrome". AIDS is the clinical definition given to the onset of certain life-threatening infections in persons whose immune systems have ceased to function properly as a result of infection with HIV.
<b><i>Epidemiological</i></b>	The study of disease patterns, causes, distribution and mechanisms of control in society.  HIV is the acronym for "human immuno deficiency virus".

<b>HIV</b>	HIV is a virus which attacks and may ultimately destroy the body's natural immune system.
<b>HIV testing</b>	taking a medical test to determine a person's HIV status. This may include written or verbal questions inquiring about previous HIV tests; questions related to the assessment of 'risk behavior' (for example questions regarding sexual practices, the number of sexual partners or sexual orientation); and any other indirect methods designed to ascertain an employee's or job applicant's HIV status.
<b>HIV positive</b>	having tested positive for HIV infection.
<b>Infected employee</b>	an employee who has tested positive for HIV or who has been diagnosed as having HIV/AIDS.
<b>Informed consent</b>	a process of obtaining consent from a patient which ensures that the person fully understands the nature and implications of the test before giving his or her agreement to it.
<b>Policy</b>	a document setting out an organisation's position on a particular issue.
<b>Pre and post test counseling</b>	a process of counseling which facilitates an understanding of the nature and purpose of the HIV test. It examines what advantages and disadvantages the test holds for the person and the influence the result, positive or negative, will have on them.
<b>Reasonable Accommodation</b>	means any modification or adjustment to a job or to the workplace that is reasonably practicable and will enable a person living with HIV or AIDS to have access to or participate or advance in employment.
<b>STDs</b>	acronym for "sexually transmitted diseases". These are infections passed from one person to another during sexual intercourse.
<b>Surveillance Testing</b>	This is anonymous, unlinked testing which is done in order to determine the incidence and prevalence of disease within a particular community or group to provide information to control, prevent and manage the disease.

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1[1] The Employment Equity Act [as amended] does not make it a criminal offence for an employer to conduct a test

in violation of s 7(2). However an employee who alleges that his or her right not to be tested has been violated may refer a dispute to the National Bargaining Council for conciliation, and if this does not resolve the dispute, to the Labour Court for determination.

**PART 2**  
**ANNEXURE D**  
**BLANKET SECTION**  
**A. APPLICATION**

**1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

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

**B: REMUNERATION**

**3. MINIMUM WAGES**

3.1 The *minimum wage* for the *Blanket Section*, which an employer shall pay to employees shall be as specified in sub-clause 3.2 below.

3.2 Every employer must pay each employee a wage that is not less than the *minimum wage* and / or the National Minimum Wage prescribed in the table below and for the grades as specified in the grading structure in sub-clause 3.6

(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**.

	Metro Areas Increase per hour	Non Metro Areas Increase per hour
Grades	With effect from the coming into operation of this Agreement	With effect from the coming into operation of this Agreement
1	1.38	1.12
2	1.47	1.23
3	1.56	1.30
4	1.72	1.44
5	2.17	1.81

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

Grades	Metro Areas New Hourly Rates With effect from the coming into operation of this agreement	Non Metro Areas New Hourly Rates With effect from the coming into operation of this agreement
1	21.38	21.12
2	22.78	21.72
3	24.13	22.28
4	26.68	23.47
5	33.61	29.74

(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, *provided that the minimum hourly rate is not less than the National Minimum Wage per hour*:

Year 1 of Employment	15% below the hourly rate
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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 Non-Metro Areas, 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, provided that the minimum hourly rate is not less than the National Minimum Wage per hour from the coming into operation of this Agreement.

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, provided that the minimum hourly rate is not less than the National Minimum Wage per hour from the coming into operation of this Agreement.

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.

3.3 As per the provisions of sub-clause 3.3 of Part 1 of *this Agreement*.

3.4. Conditions relating to sub-clause 3.2(3)

3.4.1 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.

3.4.2 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 3.2(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 3.2(3), must continue to pay the higher wage.

3.4.3 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 3.2(3).

3.5 An employer who pays an employee more than the minimum wage specified in sub-clause 3.2 must continue to pay the higher wages.

### 3.6 Grading Structure

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.

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 gap 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 blan-

		kets.
	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: Calculating piecework or bonus payments from production schedules. Checking attendance records or recording particulars of employees at work or absent from work. Checking or recording for production control. Copying invoices or other documents. Issuing machine parts, tools, oil and other equipment from workshop store and/or recording same. Issuing yarns to the weaving department and recording same trimming. Issuing trimming binding and sewing and accessories from a sub-store and/or recording same. Receiving into stock, goods, blankets, sewing accessories trimming, chemicals and dye-stuffs tools and other equipment and checking goods ordered such as quantity, size and quality. Recording particulars of materials or general stores consumed or to be consumed or keeping stock records. Recording particulars of waste. Provided that a computer or a calculator may be used in carrying out one or more of the above duties.
	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: The movement of goods in and out of the factory; To search all vehicles that enter or leave the company premises to ensure all goods are accounted for; 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. 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 predetermined 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 production targets, quality objectives as well as employee safety aspects. The Unit Supervisor will engage in continuous improvement pro-

		cesses and activities of his or her team. He or she provides management and technical leadership to unit staff as required.
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.

3.7 Collective bargaining on job grading systems shall take place at Council level.

3.8 Any complaint, grievance or dispute relating to the evaluation of any job and grade shall be processed through the applicable grievance procedure at plant level.

#### 4. CALCULATION OF WAGES

As per the provisions of clause 4 of Part 1 of this Agreement.

#### 5. SHIFT ALLOWANCE

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

#### 6. LONG-SERVICE ALLOWANCE

There is no long-service allowance payable in the Blanket Section.

#### 7. ANNUAL BONUS

7.1 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:

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

- 7.1.2 With effect from 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 5% of actual basic earnings per annum
- 7.1.3 With effect from 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 5% of actual basic earnings per annum.
- 7.2 The annual bonus is paid not later than a week before Christmas Day in December each year.
- 7.3 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.
- 7.4 If an employee starts employment on or after 1 November, that employee is entitled to a pro-rata amount of the annual bonus for the period worked up to 31 October.
- 7.5 Where the bonus is payable annually in December of each year, an employee whose employment is terminated—
- 7.5.1 before 1 November, is not entitled to any annual bonus; or
- 7.5.2 on or after 1 November but before the actual date of payment of this bonus, must be paid the annual bonus on the date of termination.
- 7.6 The annual bonus is to be paid annually in December each year.

## 8. CHANGE IN OCCUPATION

If an employer requires or permits an employee to work for longer than an hour in an occupation or at a skill level in respect of which a higher wage is prescribed, the employer must pay that employee the difference between the employee's prescribed wage and the higher prescribed wage for all the ordinary hours of work in the higher grade or skill level.

## 9. TEMPORARY EMPLOYEES

- 9.1 As per the provisions of sub-clause 9.1 of Part 1 of this Agreement.
- 9.2 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, provided that the hourly rate per grade is not less than the National Minimum Wage per hour.
- 9.3 Temporary contracts are defined as a contract of employment that terminate on:
- the occurrence of a specified event
  - the completion of a specified task or project
  - a fixed date other than an employee's normal or agreed retirement age
- 9.4 All establishments shall comply with the provisions of Section 198 B of the Labour Relations Act [as amended], and apply the relevant provisions respectfully to avoid any exploitation.
- 9.5 Temporary contracts are binding contracts, and due respect should be provided by employers to meet the obligations on the terms and conditions of the temporary fixed contract.
- 9.6 Employers may not employ a temporary employee for more than six months.
- 9.7 The total number of temporary employees shall not exceed 20 percent of the total number of planned employment at any establishment.
- 9.8 Temporary employees who are employed on three months or shorter fixed term contracts shall continue to enjoy the protections of the Labour Relations Act [as amended] that existed prior to the Labour Relations Act of 2015 law amendments. The following protections are critical:
- Not to abuse a fixed term contract by using it as a substitute for probation
  - Where an employee works beyond the expiry date of the contract without signing a new agreement
  - Any argument that employment has become permanent
  - Any argument relating to an expectation of renewal or permanent employment
- 9.9 For temporary contracts that are for a period of longer than three months, and regarded as enforceable, the following three main requirements must be met:

- The nature of the work must be of a limited duration or there must be some other justifiable reason for fixing the term of the contract
  - The fixed term contract must be in writing
  - The contract must specify the justifiable reason
- 9.10 The justifiable reasons for employing a temporary employee for a fixed term period of longer than three months, are the following:
- Replacing another employee who is temporarily absent from work
  - Engaged on account of a temporary increase in work volume, which is not expected to endure beyond 6 months
  - A student or recent graduate who is employed for the purpose of being trained or gaining work experience in order to enter a job or profession
  - Engaged to work exclusively on a genuine and specific project that has a limited or defined duration
  - A non-citizen who has been granted a temporary work permit
  - Engaged to perform seasonal work
  - Engaged in a position which is funded by an external source for a limited duration
  - The agreed retirement age has been reached in the respective establishments
  - Any other justifiable reason that have not been listed in the Labour Relations Act [as amended]
  - If a temporary employee be employed for three months or less, the justifiable reasons above do not apply
- 9.11 Temporary employees in the employ of establishments shall not be entitled to an annual bonus and provident membership for any period of employment during the period of operation of Part 1 of this Agreement.
- 9.12 Any re-employment of a temporary employee beyond six months shall be by agreement between the employer and employee at plant level.
- 9.13 Temporary employees employed beyond six months will be paid a pro-rata annual bonus of 3.60% during 2019 of the actual basic earnings for the months exceeding six months. With effect from coming into operation of this Agreement, the annual bonus will be paid as follows:
- 01 January 2020: 4.80% of actual basic earnings for the months exceeding six months
- 9.14 The following additional provisions are aimed at protecting temporary employees:
- Employees employed in a temporary capacity for a fixed period on contract for longer than three months **without a justifiable reason** in writing, may not be treated less favourably than someone employed on a permanent basis performing the same or similar work. This protection also extends to Part-time employees
  - Temporary employees on fixed term contracts must be given equal access to opportunities to apply for vacancies
  - Where temporary employees are employed on contracts exceeding 12 months, the employee shall be entitled to severance pay upon termination
  - Where an employer has failed to review a temporary contract where there was a reasonable expectation of such renewal or where the employer offered to renew it on less favourable terms, the Act will give rise to an unfair dismissal claim. The onus to prove the expectation remains on the employee
- 9.15 A temporary employee will have first preference to permanent vacancies based on length of service and appropriate skills criteria. Employers to implement a selection matrix to be used as a guideline when filling permanent vacancies.
- 9.16 Terminations of a temporary fixed term contract prior to the stated termination date, warrants justifiable reasons that can be verified.
- 9.17 Unfair dismissal disputes may include the following:
- Reinstatement of the employee
  - Re-employment of the employee
  - Order compensation up to 12 months' remuneration
  - Order compensation up to 24 months' remuneration if the dismissal is found to be automatically unfair

**10. DEDUCTIONS**

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

**11. PAYMENT OF REMUNERATION**

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

**12. INSURANCE OF REMUNERATION**

As per the provisions of clause 12 of Part 1 of this Agreement.

**C: HOURS OF WORK****13. ORDINARY HOURS OF WORK**

- 13.1 As per the provisions of sub-clause 13.1 of Part 1 of this Agreement.
  - 13.1.1 As per the provisions of sub-clause 13.1.1 of Part 1 of this Agreement.
  - 13.1.2 As per the provisions of sub-clause 13.1.2 of Part 1 of this Agreement.
  - 13.1.3 Nine ordinary hours in a day if the employee works five days in a week.
- 13.2 As per the provisions of sub-clause 13.2 of Part 1 of this Agreement.

**14. OVERTIME**

- 14.1 As per the provisions of sub-clause 14.1 of Part 1 of this Agreement.
- 14.2 As per the provisions of sub-clause 14.2 of Part 1 of this Agreement.
- 14.3 As per the provisions of sub-clause 14.3 of Part 1 of this Agreement.
- 14.4 As per the provisions of sub-clause 14.4 of Part 1 of this Agreement.
- 14.5 Employees may agree to receive paid time off in lieu of overtime hours worked calculated on a daily basis.

**15. MEAL AND OTHER INTERVALS**

- 15.1 As per the provisions of sub-clause 15.1 of Part 1 of this Agreement.
- 15.2 As per the provisions of sub-clause 15.2 of Part 1 of this Agreement.
- 15.3 As per the provisions of sub-clause 15.3 of Part 1 of this Agreement.
- 15.4 As per the provisions of sub-clause 15.4 of Part 1 of this Agreement.
- 15.5 As per the provisions of sub-clause 15.5 of Part 1 of this Agreement.
- 15.6 As per the provisions of sub-clause 15.6 of Part 1 of this Agreement.
- 15.7 As per the provisions of sub-clause 15.7 of Part 1 of this Agreement.
- 15.8 The provisions relating to rest breaks are not applicable to the Blanket Section.
- 15.9 As per the provisions of sub-clause 15.9 of Part 1 of this Agreement.
  - 15.9.1 As per the provisions of sub-clause 15.9.1 of Part 1 of this Agreement.
  - 15.9.2 As per the provisions of sub-clause 15.9.2 of Part 1 of this Agreement.

**16. PUBLIC HOLIDAYS**

As per the provisions of clause 16 of Part 1 of this Agreement.

**17. SUNDAYS**

As per the provisions of clause 17 of Part 1 of this Agreement.

**18. SHORT TIME**

- 18.1 The purpose of short time is to meet the operational requirements of the particular employer establishment.
- 18.2 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.
- 18.3 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.
- 18.4 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 tempo-

rary employee in any section or department concerned for the period during which such transfers are effective.

- 18.5 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.

## 19. EXCEPTIONS

As per the provisions of clause 19 of Part 1 of this Agreement.

## D: LEAVE

### 20. ANNUAL LEAVE

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

### 21. SICK LEAVE

As per the provisions of clause 21 of Part 1 of this Agreement.

### 22. MATERNITY LEAVE

As per the provisions of clause 22 of Part 1 of this Agreement.

### 23. PARENTAL LEAVE

As per the provisions of clause 23 of Part 1 of this Agreement.

### 24. ADOPTION LEAVE

As per the provisions of clause 24 of Part 1 of this Agreement.

### 25. COMMISSIONING PARENT LEAVE

As per the provisions of clause 25 of Part 1 of this Agreement.

### 26. FAMILY RESPONSIBILITY LEAVE

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

## E: EMPLOYEE BENEFITS

### 27. RETIREMENT FUND

27.1 As per the provisions of clause 27 of Part 1 of *this Agreement*.

27.2 Contributions by the employee and employer to the Textile Industry Provident Fund shall be as follows:

27.2.1 With effect from coming into operation of this Agreement, current employees who are members of the Textile Industry Provident Fund, shall contribute 5.90% of the employee's basic wage, which percentage will be increased as per the table below.

Employee: 01 January 2020 : 5.95% of employee's basic wage  
01 January 2021 : 6.00% of employee's basic wage

Employer: 01 January 2020 : 5.95% of employee's basic wage  
01 January 2021 : 6.00% of employee's basic wage

27.2.2 With effect from coming into operation of this Agreement, **ex-fixed term contract employees employed prior to 31 December 2014**, and new employees employed on / after 01 August 2015, and who become members of the Textile Industry Provident Fund, shall contribute 3.60% of the employee's basic wage which percentage, will be increased as per the table below.

Employee: 01 January 2020: 4.80% of employee's basic wage

01 January 2021 : 6.00% of employee's basic wage

Employer : 01 January 2020 : 4.80% of employee's basic wage

01 January 2021 : 6.00% of employee's basic wage

27.3 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.

**28. BURSARY SCHEME**

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

**29. FUNERAL BENEFITS**

Funeral benefits shall form part of the employer contribution to the Textile Industry Provident Fund.

**30. PERSONAL PROTECTIVE EQUIPMENT**

As per the provisions of clause 30 of Part 1 of this Agreement.

**31. SACTWU HIV/AIDS PROJECT**

31.1 As per the provisions of clause 31 of Part 1 of this Agreement, except that each employer shall contribute an amount of R1.00 per employee per week.

31.2 All employers in the Blanket Section shall recognize HIV/AIDS awareness training as a skills priority area within their Workplace Skills Plans and shall schedule two hours' paid time-off per employee per annum for HIV/AIDS awareness programmes co-ordinated by a Wellness Committee at each establishment in association with the trade unions Worker Health Project.

**32. REGISTERED LEARNERSHIPS**

The provisions of clause 32 of Part 1 of this Agreement are not applicable to the Blanket Section.

**F: TERMINATION OF CONTRACT OF EMPLOYMENT**

**33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per the provisions of clause 33 of Part 1 of this Agreement.

**34. SEVERANCE PAY**

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

**35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

**G: ORGANISATIONAL RIGHTS**

**36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

As per the provisions of clause 36 of Part 1 of this Agreement.

**37. TRADE UNION REPRESENTATION OF THE COUNCIL**

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

**38. SHOP STEWARDS' RIGHTS AND FACILITIES**

38.1 As per the provisions of sub-clause 38.1 of Part 1 of *this Agreement*.

38.2 As per the provisions of sub-clause 38.2 of Part 1 of *this Agreement*.

38.3 As per the provisions of sub-clause 38.3 of Part 1 of *this Agreement*.

38.4 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 accumulative or transferable.

38.5 Shop stewards time-off for *Bargaining Council* and Primary SETA related meetings shall be paid for by the employer. This shall be limited to one shop steward per establishment.

38.6 Shop stewards at each workplace shall be granted two hours paid time-off for factory shop steward committee meetings each month.

- 38.7 All shop stewards of trade unions party to the *Bargaining Council* shall be granted access to a telephone, a fax machine and meeting facilities for shop steward meetings at the workplace. The parties shall meet at plant level to give appropriate effect to this.
- 38.8 Each shop stewards' committee shall at each establishment and by the 20<sup>th</sup> of each month, be provided on request with schedules reflecting the labour profile of all employees in the *bargaining unit* (broken down by permanent, learnerships and temporary workers), and the detail of all union and non-union members in the *bargaining unit*.
- 38.9 Ballot facilities shall be provided by the employer at each establishment for the Union to conduct any secret ballot in terms of the Union Constitution and the Labour Relations Act No. 66 of 1995 (as amended).
- 38.10 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.
- 38.11 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.
- 38.12 Organisational Rights Threshold for Non-Trade Union parties on the Council:
- 38.12.1 The Employers' Organisation and Trade Union have reached an agreement on *organisational rights* for non-parties to the *Blanket Section* of the *Bargaining Council*.
- 38.12.2 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*.
- 38.12.3 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 [as amended].
- 38.12.4 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 [as amended], at any employer establishment who are paid-up members of the Employers' Organisation.
- 38.12.4.1 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.
- 38.12.4.2 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 clause 38.12.4.1.
- 38.12.4.3 The non-party Trade Union must accept the outcome of the verification as final and binding.
- 38.12.5 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 sub-clause 38.12.4 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.
- 38.12.6 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.

38.12.7 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.

38.12.8 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.

#### **H: GENERAL**

#### **39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

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

#### **40. EXEMPTIONS**

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

#### **41. ADMINISTRATION**

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

#### **42. DESIGNATED AGENTS**

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

#### **43. COUNCIL LEVIES**

As per the provisions of clause 43 of Part 1 of this Agreement.

#### **44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

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

#### **45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

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

45.1.1 The employer's name and address;

45.1.2 The business's name and address;

45.1.3 The date of the start of business;

45.1.4 The nature of the business and products made;

45.1.5 An application for membership of the Textile *Industry* Provident Fund, subject to the provisions of sub-clause 45.1;

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.

45.2 As per the provisions of sub-clause 45.2 of Part 1 of this Agreement.

45.3 As per the provisions of sub-clause 45.3 of Part 1 of this Agreement.

45.4 As per the provisions of sub-clause 45.4 of Part 1 of this Agreement.

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. 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.

45.6 As per the provisions of sub-clause 45.6 of Part 1 of this Agreement.

#### **46. EXHIBITION OF AGREEMENT**

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

#### **47. DISPUTES**

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

#### **48. EXISTING AGREEMENTS**

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

#### **49. OTHER CONDITIONS OF EMPLOYMENT**

49.1 All other terms and conditions shall be prescribed in employment law.

49.2 The employment of labour through Labour Brokers or Temporary Employment Services is not allowed in the Blanket Section.

#### **50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

50.1 As per the provisions of sub-clause 50.1 of Part 1 of this Agreement.

50.2 As per the provisions of sub-clause 50.2 of Part 1 of this Agreement.

50.3 As per the provisions of sub-clause 50.3 of Part 1 of this Agreement.

#### **51. DEFINITIONS**

As per Annexure A of Part 1 of this Agreement.

#### **52. HIV/AIDS**

As per the provisions of Clause 52 of Part 1 of this Agreement.

#### **53. SKILLS DEVELOPMENT**

53.1 As per the provisions of sub-clause 53.1 of Part 1 of this Agreement.

53.2 As per the provisions of sub-clause 53.2 of Part 1 of this Agreement.

53.3 As per the provisions of sub-clause 53.3 of Part 1 of this Agreement.

53.4 The Employer shall train at least 10% of the total workforce in the Bargaining Unit as agreed to by the Workplace Skills planning Committee each year.

#### **54. CODES OF GOOD PRACTICE**

As per the provisions of Clause 54 of Part 1 of this Agreement.

### **PART 2**

#### **ANNEXURE E**

#### **CARPETS SUBSECTOR**

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

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

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

#### **2. PERIOD OF OPERATION**

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

##### **B. REMUNERATION**

#### **3. MINIMUM WAGES**

3.1 Every employer must pay each employee a wage that is not less than the minimum wage as set out in sub-clause 3.2 below. The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees with effect from the coming into operation of this Agreement shall be as set out in sub-clause 3.2 below, unless exemption is granted.

- 3.2 The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be increased by CPI +1% of R38.48 on condition that the Rand value increase of CPI + 1% is not less than R2.68, if it is less, the R2.68 increase shall be paid to all employees covered by this Agreement.

- 3.3 As per the provisions of sub-clause 3.3 of Part 1 of this Agreement.

#### 4. CALCULATION OF WAGES

As per the provisions of clause 4 of Part of this Agreement.

#### 5. SHIFT ALLOWANCE

An employer must pay a night-shift allowance to each employee who works a shift or part of a shift between 18:00 and 06:00 on any day. The night shift allowance is calculated at 13% of the basic hourly rate for a shift or part of a shift worked between 18:00 and 06:00.

#### 6. LONG-SERVICE ALLOWANCE

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

- 6.2 The long service award is R1.20 per week for each completed year of service from the coming into operation of this agreement.

#### 7. ANNUAL BONUS

- 7.1 Unless an exemption has been granted, every employer must pay each employee an annual bonus in accordance with the following schedule:

*0-6 months' service: No bonus.*

*6 months-12 months' service: Pro rata of 1 week's pay.*

*One year's service: One week's pay.*

*Two years' service: Two week's pay.*

*Three years' service: Three week's pay.*

*Four years' service: Four week's pay.*

- 7.2 Temporary employees in the employ of the employer shall not be entitled on an annual bonus for any period of employment during the period of operation of this Agreement.

#### 8. CHANGE IN OCCUPATION

If an employer requires or permits an employee to work for longer than an hour in an occupation or at a skill level in respect of which a higher wage is prescribed, the employer must pay that employee the difference between the employee's prescribed wage and the higher prescribed wage for all the ordinary hours of work in the higher grade or skill level.

#### 9. TEMPORARY EMPLOYEES

- 9.1 An employer must pay a temporary employee a daily wage—

9.1.1 as per the provisions of sub-clause 9.1 of Part 1 of this Annexure;

9.1.2 as per the provisions of sub-clause 9.2 of Part 1 of this Agreement.

- 9.2 An employer may not employ a temporary employee for more than nine months. After nine (9) months' continuous employment such employees shall be made permanent employees and their conditions of employment shall be adjusted accordingly.

- 9.3 Any re-employment of temporary employees shall be by agreement between the parties at plant level.

- 9.4 Temporary employees will have first preference to permanent vacancies based on length of service and appropriate skills criteria.

#### 10. DEDUCTIONS

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

#### 11. PAYMENT OF REMUNERATION

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

#### 12. INSURANCE OF REMUNERATION

As per the provisions of clause 12 of Part 1 of this Agreement.

### **C: HOURS OF WORK**

#### **13. ORDINARY HOURS OF WORK**

- 13.1 As per the provisions of sub-clause 13.1 of Part 1 of this Agreement;
  - 13.1.1 As per the provisions of sub-clause 13.1.1 of Part 1 of this Agreement.
  - 13.1.2 As per the provisions of sub-clause 13.1.2 of Part 1 of this Agreement.
  - 13.1.3 Nine ordinary hours in a day if the employee works five days in a week.
- 13.2 As per the provisions of sub-clause 13.2 of Part 1 of this Agreement.

#### **14. OVERTIME**

- 14.1 As per the provisions of sub-clause 14.1 of Part 1 of this Agreement.
- 14.2 As per the provisions of sub-clause 14.2 of Part 1 of this Agreement.
- 14.3 As per the provisions of sub-clause 14.3 of Part 1 of this Agreement.
- 14.4 As per the provisions of sub-clause 14.4 of Part 1 of this Agreement.
- 14.5 Employees may agree to receive paid time off in lieu of overtime hours worked calculated on a daily basis.

#### **15. MEAL AND OTHER INTERVALS**

- 15.1 As per the provisions of sub-clause 15.1 of Part 1 of this Agreement.
- 15.2 As per the provisions of sub-clause 15.2 of Part 1 of this Agreement.
- 15.3 As per the provisions of sub-clause 15.3 of Part 1 of this Agreement.
- 15.4 As per the provisions of sub-clause 15.4 of Part 1 of this Agreement.
- 15.5 As per the provisions of sub-clause 15.5 of Part 1 of this Agreement.
- 15.6 As per the provisions of sub-clause 15.6 of Part 1 of this Agreement.
- 15.7 As per the provisions of sub-clause 15.7 of Part 1 of this Agreement.
- 15.8 The provisions relating to rest breaks are not applicable to the Carpets Section.
- 15.9 As per the provisions of sub-clause 15.9 of Part 1 of this Agreement.
  - 15.9.1 As per the provisions of sub-clause 15.9.1 of Part 1 of this Agreement.
  - 15.9.2 As per the provisions of sub-clause 15.9.2 of Part 1 of this Agreement.

#### **16. PUBLIC HOLIDAYS**

As per the provisions of sub-clause 16 of Part 1 of this Agreement.

#### **17. SUNDAYS**

As per the provisions of sub-clause 17 of Part 1 of this Agreement.

#### **18. SHORT TIME**

- 18.1 An employer may introduce short time by giving the union and affected employees four hours' prior notice of such short time owing to slackness of trade.
- 18.2 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 half a day's wages in lieu thereof.
- 18.3 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. EXCEPTIONS**

As per the provisions of sub-clause 19 of Part 1 of this Agreement.

### **D: LEAVE**

#### **20. ANNUAL LEAVE**

- 20.1 in this part, "annual leave cycle" means the period of 12 months' employment with the same employer immediately following—
- 20.1.1 an employee's commencement of employment; or
- 20.1.2 the completion of that employee's prior leave cycle;
- 20.2 an employer must grant an employee at least—
- 20.2.1 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle; or by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;
- 20.2.2 by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid;
- 20.3 an employee is entitled to take leave accumulated in an annual leave cycle in terms of clause 20.2 on consecutive days;
- 20.4 an employer must grant annual leave not later than six months after the end of the annual leave cycle;
- 20.5 an employer may not require or permit an employee to take annual leave during—
- 20.5.1 any other period of leave to which the employee is entitled, or
- 20.5.2 any period of notice of termination of employment;
- 20.6 notwithstanding clause 20.5, an employer must permit an employee, at the employee's written request, to take leave during a period of unpaid leave;
- 20.7 an employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle;
- 20.8 an employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked;
- 20.9 an employer may not require or permit an employee to work for the employer during any period of annual leave;
- 20.10 annual leave must be taken—
- 20.10.1 in accordance with an agreement between the employer and employee;
- 20.10.2 or if there is no agreement in terms of clause 20.10.1, at a time determined by the employer in accordance with this section;
- 20.11 an employer may not pay an employee instead of granting paid leave in terms of this section except—
- 20.11.1 on termination of employment; or
- 20.11.2 in accordance with section 40 (b) and (c) of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended].

20.12 An additional one day "Special leave" applicable to all employees in the bargaining unit, subject to the following condition:

- 20.12.1 that the taking of the one day's extra "special leave" be agreed at plant level between the Shop Stewards and Management;
- 20.12.2 this extra day is only applicable for the period up to 30 June 2017;

## **21. SICK LEAVE**

As per the provisions of clause 21 of Part 1 of this Agreement.

## **22. MATERNITY LEAVE**

As per the provisions of clause 22 of Part 1 of this Agreement.

## **23. PARENTAL LEAVE**

As per the provisions of clause 23 of Part 1 of this Agreement.

## **24. ADOPTION LEAVE**

As per the provisions of clause 24 of Part 1 of this Agreement.

## **25. COMMISSIONING PARENT LEAVE**

As per the provisions of Clause 25 of Part 1 of this Agreement.

## **26. FAMILY RESPONSIBILITY LEAVE**

26.1 As per the provision of sub-clause 26.1 of Part 1 of this Agreement.

26.2 As per the provision of sub-clause 26.2 of Part 1 of this Agreement.

26.3 As per the provision of sub-clause 26.2 of Part 1 of this Agreement.

26.4. The current definition will be extended to include paid time off for spousal illness on the following terms and conditions:

- 26.4.1 Hospitalisation of spouse;
- 26.4.2 Chronic illness/disease;
- 26.4.3 Infirmness/immobility of spouse due to illness;
- 26.4.4 Accident resulting injury or hospitalisation.

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

## **E: EMPLOYEE BENEFITS**

### **27. RETIREMENT FUND**

27.1 As per the provisions of sub-clause 27.1 of Part 1 of this Agreement.

27.2 The Employer contribution to the applicable retirement fund shall be a minimum of 8.5% of the basic wage and the employee contribution to the fund shall be a minimum 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.

### **28. BURSARY SCHEME**

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

### **29. FUNERAL BENEFITS**

Funeral Benefits shall form part of the employer contribution to the Textile Industry Provident Fund.

### **30. PERSONAL PROTECTIVE EQUIPMENT**

As per the provisions of clause 30 of Part 1 of this Agreement.

### **31. SACTWU HIV/AIDS PROJECT**

31.1 For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 30c (thirty 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. The union shall provide the employers with regular (at least bi-annual) reports on the activities of the SACTWU HIV/AIDS project.

- 31.2 As per the provisions of clause 31 of Part 1 of *this Agreement*, all employers in the Carpet section shall recognise HIV/AIDS awareness training as a skills priority area within their Workplace Skills Plans and shall schedule two hours' paid time-off per employee per annum for HIV/AIDS awareness programmes co-ordinated by a HIV/AIDS Steering Committee at each establishment in association with the trade union's HIV/AIDS Project.
- 31.3 Each employer will allow employees half hour paid time off to celebrate World Aids Day at the employer's premises.

## **32. REGISTERED LEARNERSHIPS**

The provisions of clause 32 of Part 1 of this Agreement are not applicable to the Carpet Section.

## **F: TERMINATION OF CONTRACT OF EMPLOYMENT**

### **33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per the provisions of clause 33 of Part 1 of this Agreement.

### **34. SEVERANCE PAY**

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

### **35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

## **G: ORGANISATIONAL RIGHTS**

### **36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

As per the provisions of clause 36 of Part 1 of this Agreement.

### **37. TRADE UNION REPRESENTATION ON THE COUNCIL**

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

### **38. SHOP STEWARDS' RIGHTS AND FACILITIES**

38.1 As per the provisions of sub-clause 38.1 of Part 1 of *this Agreement*.

38.2 As per the provisions of sub-clause 38.2 of Part 1 of *this Agreement*.

38.3 As per the provisions of sub-clause 38.3 of Part 1 of *this Agreement*.

38.4 Each shop steward shall be entitled to twelve (12) days paid time-off for Union activities and training. Ten (10) days for trade union activities and training and two (2) days for bargaining council negotiations. Such leave shall not be accumulative or transferable.

38.5 Shop stewards time-off for Bargaining Council and CTFL SETA related meetings shall be paid for by the employer. This shall be limited to statutory number of shop stewards per establishment unless more is agreed to by the company.

38.6 Shop stewards at each workplace shall be granted three hours paid time-off for factory shop steward committee meetings each month.

38.7 All shop stewards of trade unions party to the *Bargaining Council* shall be granted access to a telephone, a fax machine and meeting facilities for shop steward meetings at the workplace. The parties shall meet at plant level to give appropriate effect to this.

38.8 Each shop stewards' committee shall at each establishment and by the 20<sup>th</sup> of each month, be provided on request with schedules reflecting the labour profile of all employees in the *bargaining unit* (broken down by permanent, learnerships and temporary workers), and the detail of all union and non-union members in the *bargaining unit*.

38.9 Ballot facilities shall be provided by the employer at each establishment for the Union to conduct any ballot in terms of the Union Constitution and the Labour Relations Act No. 66 of 1995 (as amended).

38.10 The employer agrees to grant an additional five (5) days paid shop stewards leave to be used specifically by shop stewards who serve as office bearers of the union structures.

- 38.11 The union will be required to give the employers seven (7) days notice before such leave in clause 38.10 above is authorized

#### **H: GENERAL**

#### **39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

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

#### **40. EXEMPTIONS**

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

#### **41. ADMINISTRATION**

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

#### **42. DESIGNATED AGENTS**

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

#### **43. COUNCIL LEVIES**

As per the provisions of clause 43 of Part 1 of this Agreement.

#### **44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

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

#### **45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

As per the provisions of clause 45 of Part 1 of this Agreement.

#### **46. EXHIBITION OF AGREEMENT**

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

#### **47. DISPUTES**

As per the provisions of clause 47 of Part 1 of this Agreement.

#### **48. EXISTING AGREEMENTS**

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

#### **49. OTHER CONDITIONS OF EMPLOYMENT**

49.1 All other terms and conditions shall be as prescribed in employment law.

49.2 The employment of labour through labour brokers is not allowed in the Carpet Subsector.

#### **50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

50.1 As per the provisions of sub-clause 50.1 of Part 1 of this Agreement.

50.2 As per the provisions of sub-clause 50.2 of Part 1 of this Agreement.

50.3 As per the provisions of sub-clause 50.3 of Part 1 of this Agreement.

#### **51. DEFINITIONS**

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

#### **52. HIV/AIDS**

As per the provisions of Clause 52 of Part 1 of this Agreement.

#### **53. SKILLS DEVELOPMENT**

As per the provisions of Clause 53 of Part 1 of this Agreement.

#### **54. CODES OF GOOD PRACTICE**

As per the provisions of Clause 54 of Part 1 of this Agreement.

### **PART 2**

**ANNEXURE F**  
**HOME TEXTILES SECTION**  
**A. APPLICATION**

**1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

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

**B. REMUNERATION**

**3. MINIMUM WAGES**

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

3.1.1 *Employees employed prior to 01 July 2011:*

	Wage with effect from the coming into operation of this Agreement
GRADE	HOURLY RATE OF PAY
1	20.49
2	21.81
3	23.19
4	24.60
5	26.91

3.1.2 *Employees employed on or after 01 July 2011*

	Wage with effect from the coming into operation of this Agreement
GRADE	HOURLY RATE OF PAY
1	20.00
2	20.63
3	21.93
4	23.30
5	25.46

3.2 "Catch-Up" Table - With effect from 30 June 2020, employees employed on or after 01 July 2011 shall be remunerated as specified in the table below:

GRADE	WAGE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT	CATCH UP 30/06/2020	WAGE WITH EFFECT FROM 30/06/2020

1	R20.00	R0.00	R20.00
2	R20.63	R0.57	R21.20
3	R21.93	R0.60	R22.53
4	R23.30	R0.64	R23.94
5	R25.46	R0.70	R26.16

3.3 As per the provisions of sub-clause 3.3 of Part 1 of *this Agreement*.

3.4 The Job Grading Structure for the Home Textiles Section will be as detailed in the table below:

<b>G R A D E</b>	<b>GENERIC JOB CLASSIFICATION</b>	<b>DESCRIPTIVE/ DISTINGUISHING CRITERIA</b>	<b>COMPARABLE JOB CLASSIFICATION</b>			
			PAT	TSK	HAY	P E R
1	General Utility Worker	<ul style="list-style-type: none"> <li>• Work of manual nature</li> <li>• defined task: little or no discretion</li> <li>• learning period &lt;2 weeks</li> <li>• mainly physical pressure</li> </ul>	A1 A2	1 2	G1	17 18 19
2	Attendant Assistant	<ul style="list-style-type: none"> <li>• discretion within defined limits</li> <li>• learning period &lt;4 weeks</li> <li>• attends to process; does not control operation, semi repetitive</li> <li>• Functional equivalent to numeracy literacy of grade seven education required.</li> </ul>	A3 B1	3 4	G2	15 16
3	Operator / Clerk	<ul style="list-style-type: none"> <li>• previous experience at G2 may be required</li> <li>• learning period up to six months before full competency achieved</li> <li>• functional equivalent to numeracy literacy of grade ten education required</li> <li>• discretion and judgment required in decision making</li> <li>• These skills are acquired through a learning period and developed by a consistent application and correction until operations become routine.</li> </ul>	B2	5	G3	14
4	Senior / Versatile Operator / Clerk	<ul style="list-style-type: none"> <li>• Previous experience at G3 required</li> <li>• Additional learning period up to one year</li> <li>• Functional equivalent to numeracy literacy of grade twelve education required</li> <li>• Wide discretion and judgment in</li> </ul>	B3	6	G4	13

		decision making • And multiskilled, capable of operating more than one process competently in G3 and G4 operations.				
5	Supervisor Operator / Clerk Sectional Supervisor	• Responsible for a section of process or section of plant • Supervisor skills certified • Fully competent in all functions at G4.	B4 B5	7 8	G5	11 12

\*PAT = Paterson; TSK = Task; HAY = Hay; PER = Peromnes

Procedures to resolve grading grievances will be agreed upon at plant level.

#### 4. CALCULATION OF WAGES

As per the provisions of clause 4 of Part 1 of this Agreement.

#### 5. NIGHT SHIFT ALLOWANCE

- 5.1 An employer shall pay a minimum night-shift allowance of 5% of the basic hourly rate to each employee for work performed between 18:00 and 06:00, subject to the provisions set out in subclauses 5.2 and 5.3 below.
- 5.2 Where an employer currently pays a more favourable allowance than the night-shift allowance provided for in this Agreement, that the employer shall be permitted to adjust such night-shift allowance so as to ensure that on aggregate it is no less favourable than the current night-shift allowance and/or premium currently being paid by that employer.
- 5.3 The provisions of sub-clause 5.2 are subject to the condition that there shall be no variation from the current payment practices without prior agreement with the trade union.

#### 6. LONG-SERVICE ALLOWANCE

There is no long-service allowance applicable in the Home Textiles Section.

#### 7. ANNUAL BONUS

- 7.1 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.
- 7.2 Employees with 1 (one) completed year's service at the time the annual bonus is paid in December of each year would receive three (3) weeks wages, calculated on actual basic hourly rate.
- 7.3 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.

#### 8. CHANGE IN OCCUPATION

The provisions of clause 8 of Part 1 of this Agreement are not applicable to the Home Textiles Section.

#### 9. TEMPORARY EMPLOYEES

- 9.1 As per the provisions of sub-clause 9.1 of Part 1 of this Agreement.
- 9.2 As per the provisions of sub-clause 9.2 of Part 1 of this Agreement.
- 9.3 After six months, temporary employees shall be deemed to be permanent employees and their employment terms and conditions shall be adjusted accordingly. Any extension on this arrangement shall be by agreement between the parties at plant level.

#### 10. DEDUCTIONS

The provisions of the Basic Conditions of Employment Act No. 75 of 1997 [as amended], are applicable to all deductions.

**11. PAYMENT OF REMUNERATION**

The provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended] , are applicable to the payment of remuneration.

**12. INSURANCE OF REMUNERATION**

The provisions relating to insurance of remuneration set out in clause 12 of Part 1 of this Agreement are not applicable in the Home Textiles Section.

**C: HOURS OF WORK**

**13. ORDINARY HOURS OF WORK**

Maximum ordinary hours of work in any week shall be 45 hours per week, exclusive of meal breaks.

**14. OVERTIME**

14.1 The overtime provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended], are applicable to the Home Textiles Section.

14.2 Overtime rates will only be applicable after the normal weekly hours of work have been worked in the week, unless the employees absence is authorized and due to one of the following reasons:

- a) the absence is authorized in terms of leave;
- b) sick leave
- c) family responsibility leave
- d) leave due to an occupational injury
- e) shop stewards leave, or
- f) leave is authorized due to a maintenance or court order.

14.3 In all instances of leave above, the normal company procedures must be complied with in respect of the application, authorization and approval of such leave. In the case of a maintenance and court order, the employee must obtain prior written authorisation / approval from the company, proof of the request from the court must be provided by the employee and the employee must comply with the agreed and approved time off.

**15. MEAL AND OTHER INTERVALS**

The meal break and other intervals laid down by the provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended], are applicable to the Home Textiles Section.

**16. PUBLIC HOLIDAYS**

16.1 Public holidays will be as per the Public Holidays Act, 1994 [as amended].

16.2 The union records that it is not opposed to the consolidation and/or swapping of public holidays. However, these arrangements shall be negotiated at plant level for each company.

**17. SUNDAYS**

Payment for Sunday work will be as per the provisions of the Basic Conditions of Employment Act No. 75 of 1997 [as amended].

**18. SHORT TIME**

18.1 Employers undertake to give the representative trade union and employees at least 48 (forty eight) hours notice in the event of a reduction of working hours due to production/operational short hours.

18.2 In the event of an act of God, a disruption in utilities services (electricity, water, etc), or any other unforeseen circumstances (such as container not arriving in time, etc) employers will be re-

quired to give employees 4 (four) hours notice of short/reduced hours of work. Employees may be required to work during the 4 (four) hours notice period.

**19. EXCEPTIONS**

As per the provisions of clause 19 of Part 1 of this Agreement.

**D: LEAVE**

**20. ANNUAL LEAVE**

20.1 As per the provisions of sub-clause 20.1 of Part 1 of this Agreement.

20.2 Annual leave shall be 15 working days' leave per annum.

20.3 Other provisions in respect of annual leave will be as per the provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended].

**21. SICK LEAVE**

Sick leave will be paid as per the provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended].

**22. MATERNITY LEAVE**

22.1 Maternity leave provisions will be as per the provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended].

22.2 Payment for maternity leave shall be as follows: Employers must pay employees 33% (thirty three percent) of their basic rate of pay for a period of 3 (three) months. The balance of the period on maternity leave shall be unpaid.

**23. PARENTAL LEAVE**

As per the provisions of clause 23 of Part 1 of this Agreement.

**24. ADOPTION LEAVE**

As per the provisions of clause 24 of Part 1 of this Agreement.

**25. COMMISSIONING PARENT LEAVE**

As per the provisions of Clause 25 of Part 1 of this Agreement.

**26. FAMILY RESPONSIBILITY LEAVE**

An employer must grant an employee family responsibility leave as per the provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended].

**E: EMPLOYEE BENEFITS**

**27. RETIREMENT FUND**

27.1 As per the provisions of sub-clause 27.1 of Part 1 of this Agreement.

27.2 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.

27.3 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.

**28. BURSARY SCHEME**

Clause 28 of Part 1 of this Agreement is not applicable to the Home Textiles Section, except at those companies where it was previously agreed to at plant level.

**29. FUNERAL BENEFITS**

Clause 29 of Part 1 of this Agreement is not applicable to the Home Textiles Section.

**30. PERSONAL PROTECTIVE EQUIPMENT**

The provisions relating to personal protective equipment detailed in the Occupational Health and Safety Act, 1993 [as amended] shall apply.

### **31. SACTWU HIV/AIDS PROJECT**

Each employer shall contribute R0.50 (fifty cents) per employee per week towards the SACTWU Worker Health Project. This contribution will be made directly to the SACTWU Finance Department (head office account), at the end of December and at the end of June each year.

### **32. REGISTERED LEARNERSHIPS**

Clause 32 of Part 1 of this Agreement is not applicable to the Home Textiles Section.

## **F: TERMINATION OF CONTRACT OF EMPLOYMENT**

### **33. TERMINATION OF CONTRACT OF EMPLOYMENT**

Termination of employment regulations and procedures will be as per the provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended].

### **34. SEVERANCE PAY**

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

### **35. CERTIFICATE OF SERVICE**

A certificate of service must be issued to employees as per the provisions of the Basic Conditions of Employment Act, No. 75 of 1997 [as amended].

## **G: ORGANISATIONAL RIGHTS**

### **36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

The provisions of the Labour Relations Act, No. 66 of 1995 [as amended], shall apply to the collection of trade union subscription fees.

### **37. TRADE UNION REPRESENTATION ON THE COUNCIL**

37.1 As per clause 37 of Part 1 of this Agreement, subject to clause 37.2 below.

37.2 The parties agree to discuss, clarify and agree on the reference to "reasonable" referred to in clause 37 of Part 1 of this Agreement. This will include notice for time off, the number of days per annum, the payment for time off and other relevant provisions.

### **38. SHOP STEWARDS' RIGHTS AND FACILITIES**

38.1 Each shop steward will be entitled to 10 (ten) day's paid time-off per annum, for union activities. Such leave shall not be accumulative nor transferable. Other shop stewards rights and facilities shall be no less favourable than those stipulated in employment law.

38.2 Employers agree to grant a maximum of 5 (five) days paid leave, per annum, to be used specifically by elected SACTWU Office Bearers for their office bearer duties, providing the following criteria are met:

38.2.1 There will be a maximum of 1 (one) SACTWU Office Bearer per company.

38.2.2 SACTWU is required to give a minimum of 7 (seven) days written notice of the required time off.

## **H: GENERAL**

### **39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

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

### **40. EXEMPTIONS**

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

### **41. ADMINISTRATION**

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

**42. DESIGNATED AGENTS**

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

**43. COUNCIL LEVIES**

As per the provisions of clause 43 of Part 1 of this Agreement.

**44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

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

**45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

As per the provisions of clause 45 of Part 1 of this Agreement.

**46. EXHIBITION OF AGREEMENT**

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

**47. DISPUTES**

As per the provisions of Clause 47 of Part 1 of this Agreement.

**48. EXISTING AGREEMENTS**

48.1 As per the provisions of sub-clause 48.1 of Part 1 of this Agreement.

48.2 All conditions applicable will, where they are more favourable than those concluded in this Agreement, remain in full force and effect with the exception of sub-clauses 3.1, 3.2 and 27.3 of this Annexure, which shall take effect as per the terms of this Agreement. The parties have agreed that the mix of conditions may be amended by agreement between the parties at plant level and be ratified by the National Textile Bargaining Council (NTBC).

48.3 As per provisions of sub-clause 48.3 of Part 1 of this Agreement.

**49. OTHER CONDITIONS OF EMPLOYMENT**

As per the provisions of clause 49 of Part 1 of this Agreement.

**50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

50.1 As per the provisions of sub-clause 50.1 of Part 1 of this Agreement.

50.2 Subject to the proviso in sub-clause 50.1, either party to the Council shall have the right to pursue protected industrial action, in the event of agreement not being reached after utilizing applicable procedures, on any issue in negotiations between the parties on wages and other substantive issues.

50.3 Reference to negotiations in sub-clause 50.2 above shall mean negotiations as contemplated in clause 50.1 above.

50.4 Section 65 (3) of the Labour Relations Act [as amended] shall not render industrial action contemplated in sub-clauses 50.1 and 50.2 above to be unprocedural. On the contrary, it shall be deemed procedural, providing the other relevant provisions of the Labour Relations Act [as amended] are complied with.

50.5 The provisions of this clause shall also be applicable to non-parties.

50.6 No industrial action shall be permitted on issues covered in any Council agreement during the effective period of such agreement, subject to the provisions of this clause.

**51. DEFINITIONS**

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

**52. HIV/AIDS**

As per the provisions of Clause 52 of Part 1 of this Agreement.

**53. SKILLS DEVELOPMENT**

As per the provisions of Clause 53 of Part 1 of this Agreement.

**54. CODES OF GOOD PRACTICE**

As per the provisions of Clause 54 of Part 1 of this Agreement.

**PART 2**  
**ANNEXURE G**  
**MANUFACTURED FIBRES SUBSECTOR**  
**SCHEDULE 1**

**A. APPLICATION**

**1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

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

**B. REMUNERATION**

**3. MINIMUM WAGES**

3.1 As per the provisions of sub-clause 3.1 of Part 1 of *this Agreement*.

3.2 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 2019 will be granted a R520-00 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.

GRADE	NEW MINIMUM MONTHLY WAGE RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
A1	R8250.20
A2	R8650.70
A3	R8863.30
B1	R9319.55
B2	R9595.66
B3	R9975.40
B4	R10497.80
B5	R11237.90

3.3 As per the provisions of sub-clause 3.3 of part 1 of this Agreement.

3.4 Where existing wage rates at any company are greater than those specific in the table in clause 3.2, such wage rates shall continue to apply unless otherwise agreed through collective bargaining between the parties.

**4. CALCULATION OF WAGES**

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

## **5. SHIFT ALLOWANCE**

- 5.1 All employees who, the employer anticipates, will be required to perform shift work shall, before commencement, be designated as such by the employer. All such employees shall, in addition to the basic monthly salary, be paid a shift allowance as per plant level agreements. Where no plant level agreement on this employment conditions exists, the shift allowance shall be 7% of the basic wage in the case of two-shift employees and 10% of the basic wage for all other shift employees.
- 5.2 Shift allowance will be paid for shifts worked during paid annual leave.
- 5.3 Where an existing shift allowance at any company is greater than that specified in sub-clause 5.1, such shift allowance shall continue to apply unless otherwise agreed through collective bargaining between the parties.

## **6. LONG-SERVICE ALLOWANCE**

- 6.1 Long-service allowances, where applicable, shall be as agreed (through collective bargaining) for each company, failing which a long-service allowance of R1 per week per year of service shall be paid to all employees.
- 6.2 Where a long-service allowance currently paid is more beneficial than that specified in sub-clause 6.1 above, such service allowance shall continue to be paid.

## **7. ANNUAL BONUS**

- 7.1 Every employer must pay each employee an annual bonus equivalent to one month's basic pay, calculated on the actual basic hourly rate.
- 7.2 An employee who has not completed a full year's service by the time the annual bonus is paid shall be paid a pro rata share of the annual bonus.
- 7.3 An employee whose service is terminated shall be paid a pro rata of his annual bonus, calculated at the time of the termination of his service.
- 7.4 Where an employee's grade changes during the term of this Agreement, such employee's annual bonus shall be paid on a pro rata basis according to the period spent in each grade.
- 7.5 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.

## **8. CHANGE IN OCCUPATION**

As per the provisions of clause 8 of Part 1 of this Agreement.

## **9. TEMPORARY EMPLOYEES**

- 9.1 Employers may employ employees on a temporary basis in instances provided for in law, or for operational reasons by agreement between the parties.
- 9.2 Employees within the bargaining unit employed on a temporary basis for longer than six months shall become permanent employees and their employment terms and conditions shall be adjusted accordingly, unless their contracts have been extended.

- 9.3 A contract of a temporary nature shall not be extended more than once. After one extension, any further extension to a temporary contract shall be by agreement between the parties at plant level.
- 9.4 Where requests are made for an extension to a temporary contract, such requests shall not be unreasonably refused, provided good and lawful grounds exist for an extension.
- 9.5 The period for the extension of a fixed-term contract shall be a reasonable period based on the grounds of the request.
- 9.6 Employees employed on a temporary basis 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.
- 9.7 The total number of temporary employees within the bargaining unit employed at any company shall not exceed 10% of the total number of permanent employees within the bargaining unit at such company, unless otherwise agreed between the parties at plant level.
- 9.8 The closed shop agreement shall apply to all temporary employees employed at the respective companies operating in the subsector.

## **10. DEDUCTIONS**

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

## **11. PAYMENT OF REMUNERATION**

As per the provisions of clause 11 of Part 1 of this Agreement, with the exception of the following clauses:

- 11.1 Every employer must pay to an employee all the remuneration due to such employee each week or each month, whichever is applicable.
- 11.2 Payment will be by direct bank deposit into an account at a registered financial institution designated by the employee.
- 11.3 The provisions of clause 11.3.3 of Part 1 of this Agreement are not applicable.
- 11.4 Payment will be made not later than the second Wednesday of the month, following the month worked.

## **12. INSURANCE OF REMUNERATION**

As per the provisions of clause 12 of Part 1 of this Agreement.

## **C. HOURS OF WORK**

### **13. ORDINARY HOURS OF WORK**

The maximum ordinary hours of work that an employer may require or permit an employee to work are 44 hours per week. For shift employees, meal breaks constitute paid time.

### **14. OVERTIME**

- 14.1 The provisions of sub-clause 14.1 of Part 1 of this Agreement shall apply.
- 14.2 Overtime is calculated on an hourly basis.
- 14.3 The provisions of sub-clause 14.3 of Part 1 of this Agreement shall apply. However, where current overtime rates are more beneficial than those provided for in sub-clause 14.3 of Part 1 of this Agreement, such more beneficial overtime rates shall continue to apply.
- 14.4 The provisions of sub-clause 14.4 of Part 1 of this Agreement shall apply.
- 14.5 Employees engaged in work required as a result of a breakdown of machinery or plant or as a result of any other unforeseen emergency may be required to work in excess of the maxima set out in sub-clause 14.1.

### **15. MEAL AND OTHER INTERVALS**

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

- 15.1 The provisions of sub-clause 15.8 of Part 1 of this Agreement shall apply, but subject to operational requirements.

### **16. PUBLIC HOLIDAYS**

As per the provisions of clause 16 of Part 1 of this Agreement and the following provision:

16.1 "public holiday" means any day that is a public holiday in terms of the Public Holidays Act, 1994 (Act 36 of 1994) [as amended].

**17. SUNDAYS**

As per the provisions of clause 17 of Part 1 of this Agreement.

**18. SHORT TIME**

18.1 Notification of short time will be preceded by a consultation process between the management and the union and/or shop stewards. This process will include—

18.1.1 discussing the need for short time; and

18.1.2 the implementation of short time; and

18.1.3 minimising the impact of the proposed short time.

**19. EXCEPTIONS**

As per the provisions of clause 19 of Part 1 of this Agreement.

**D. LEAVE**

**20. ANNUAL LEAVE**

20.1 An employee shall be entitled to a minimum of 15 working days' annual leave per annum.

20.2 Where conditions relating to annual leave are more favourable at an establishment they shall remain in full force and effect.

**21. SICK LEAVE**

21.1 As per the provisions of sub-clauses 21.1 to 21.4.3 of Part 1 of this Agreement. In addition, the following provisions shall also apply:

21.1.1 During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause 21.2 by the number of days' sick leave taken in terms of sub-clause 21.3.

21.1.2 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this section if—

(a) the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and

(b) the employee's entitlement to pay—

(i) for any day's sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have work on that day; and

(iii) for sick leave over the sick-leave cycle is at least equivalent to the employee's entitlement in terms of sub-clause 21.2.

**22. MATERNITY LEAVE**

22.1 As per the provisions of clause 22 of Part 1 of this Agreement. In addition, the following provisions shall apply:

22.1.1 If the employer is unable to employ her at the same job grade, the employer may employ her in a temporary position in a different job grade at her previous rate of pay or at the rate for the temporary position, whichever is the greatest.

**23. PARENTAL LEAVE**

As per the provisions of clause 23 of Part 1 of this Agreement.

**24. ADOPTION LEAVE**

As per the provisions of clause 24 of Part 1 of this Agreement.

**25. COMMISSIONING PARENT LEAVE**

As per the provisions of Clause 25 of Part 1 of this Agreement.

**26. FAMILY RESPONSIBILITY LEAVE**

26.1 As per the provisions of clause 26 except that the number of days of paid family responsibility leave shall be five working days.

- 26.2 Family responsibility leave shall also include the sickness of a parent, subject to management's discretion, the care dependency between the employee and his parents and the presentation of just cause and reasonable proof being furnished by the employee concerned.
- 26.3 Family responsibility leave shall also include the illness of a spouse or life partner, subject to proof of illness being furnished by the employee concerned. The entitlement of this leave shall be limited to one day per annum and to be used from the days allocated in clause 26.1 above.

#### **E. EMPLOYEE BENEFITS**

##### **27. RETIREMENT FUND**

- 27.1 As per the provisions of sub-clause 27.12 of Part 1 of this Agreement.
- 27.2 The employer contribution to the applicable provident fund shall be a minimum of 9% of the basic wage and the employee contribution to the fund shall be 7% of the basic wage.

##### **28. BURSARY SCHEME**

- 28.1 Every employer must pay to the Council an amount of 87 cents per month per SACTWU member.
- 28.2 As per the provisions of sub-clause 28.2 of Part 1 of this Agreement.
- 28.3 As per the provisions of sub-clause 28.3 of Part 1 of this Agreement.

##### **29. FUNERAL BENEFITS**

Funeral benefits shall be determined at plant level.

##### **30. PERSONAL PROTECTIVE EQUIPMENT**

As per the provisions of clause 30 of Part 1 of this Agreement.

##### **31. SACTWU HIV/AIDS PROJECT**

For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 70c per week per employee with effect from the coming into operation of this agreement. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employment as at 30 November of the previous year.

##### **32. REGISTERED LEARNERSHIPS**

The provisions of clause 32 of Part 1 of this Agreement are not applicable.

#### **F. TERMINATION OF CONTRACT OF EMPLOYMENT**

##### **33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per the provisions of clause 33 of Part 1 of this Agreement.

##### **34. SEVERANCE PAY**

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

##### **35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

#### **G. ORGANISATIONAL RIGHTS**

##### **36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

As per the provisions of clause 36 of Part 1 of this Agreement.

##### **37. TRADE UNION REPRESENTATION ON THE COUNCIL**

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

##### **38. SHOP STEWARD'S RIGHTS AND FACILITIES**

- 38.1 Shop stewards' rights and facilities shall be as follows:

- 38.1.1 All bargaining unit employees will be granted an accumulated 1,5 (one and a half) hours' paid time off per quarter each year, for union meetings. The timing of these meetings must be agreed at plant level, operational requirement considerations being a priority.
- 38.1.2 Each shop steward shall be entitled to 13 days' paid time off for union activities. Companies who currently grant less than 10 days paid time off per shop steward for union activities shall treat seven days as paid time off days, and three days as unpaid provided that one day per annum of the unpaid time off days will become a paid day until a maximum of ten days is reached.
- 38.1.3 All shop stewards of trade unions party to the Bargaining Council shall be granted reasonable access to a telephone, a fax machine, meeting facilities for shop steward committee meetings, access to email, limited Internet facilities and a trade union office at the workplace.
- 38.1.4 Shop stewards at each establishment shall be granted two (2) hours' paid time off for factory shop steward committee meetings each month.
- 38.1.5 One shop steward per company will be allowed paid time off for Bargaining Council and SETA related meetings.
- 38.1.6 Each shop steward committee shall, on request from the senior shop steward at the employers' establishment, be provided with schedules reflecting all employees in the bargaining unit.
- 38.1.7 SACTWU shall be entitled to on-site ballot facilities provided the ballot it wishes to conduct is in terms of SACTWU's constitution and/or the provisions of the Labour Relations Act, and that timeous and proper notice is given to the employer concerned of the holding of the ballot and the reasons thereof.

#### **H. GENERAL**

- 39. **THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**  
As per the provisions of clause 39 of Part 1 of this Agreement.
- 40. **EXEMPTIONS**  
As per the provisions of clause 40 of Part 1 of this Agreement.
- 41. **ADMINISTRATION**  
As per the provisions of clause 41 of Part 1 of this Agreement.
- 42. **DESIGNATED AGENTS**  
As per the provisions of clause 42 of Part 1 of this Agreement.
- 43. **COUNCIL LEVIES**  
As per the provisions of clause 43 of Part 1 of this Agreement.
- 44. **FAILURE TO MAKE PAYMENTS TO THE COUNCIL**  
As per the provisions of clause 44 of Part 1 of this Agreement.
- 45. **REGISTRATION OF EMPLOYERS AND EMPLOYEES**  
As per the provisions of clause 45 of Part 1 of this Agreement.
- 46. **EXHIBITION OF AGREEMENT**  
As per the provisions of clause 46 of Part 1 of this Agreement.
- 47. **DISPUTES**  
As per the provisions of Annexure B of Part 1 of this Agreement.
- 48. **EXISTING AGREEMENTS**  
As per the provisions of clause 48 of Part 1 of this Agreement.
- 49. **OTHER CONDITIONS OF EMPLOYMENT**

As per the provisions of clause 49 of Part 1 of this Agreement.

#### **50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

This Agreement shall bind the parties and its members, as well as non-parties upon the publication in the Gazette of this Agreement. The parties agree to request the Minister to gazette this Agreement for a period longer than a year. Notwithstanding the longer period, the parties will continue to negotiate annually, and will be entitled to embark on protected industrial action should such negotiations deadlock. In the event of negotiations reaching deadlock, this Agreement shall remain effective and in force beyond its expiry date and shall accordingly continue to bind the parties and their members as well as non-parties (through publication and extension) until a new agreement is concluded, or the parties agree otherwise.

#### **51. DEFINITIONS**

As per Annexure A of Part 1 of this Agreement.

#### **52. HIV/AIDS**

As per the provisions of Clause 52 of Part 1 of this Agreement.

#### **53. SKILLS DEVELOPMENT**

As per the provisions of Clause 53 of Part 1 of this Agreement.

#### **54. CODES OF GOOD PRACTICE**

As per the provisions of Clause 54 of Part 1 of this Agreement.

### **SCHEDULE 2**

## **RECYCLING AND WASH PLANT SECTION OF THE MANUFACTURED FIBRES SUBSECTOR**

### **A. APPLICATION**

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

- 1.1 As per the provisions of clause 1 of Part 1 of this Agreement.
- 1.2 The terms of this agreement shall apply to all bargaining unit employees. The bargaining unit Being Patterson Grades A1 to B5 or any other remuneration system. The minimums shown in the tables below, sets the basis for all.

#### **2. PERIOD OF OPERATION**

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

### **B. REMUNERATION**

#### **3. MINIMUM WAGES**

- 3.1 As per the provisions of sub-clause 3.1 of Part 1 of *this Agreement*.
- 3.2 Every employer must pay each employee an increase and wage that is not less than the increase and wage set out in this sub-clause and the table below. The parties agree to a 7% increase with a minimum of R300 per month across the board with effect from the coming into operation of this agreement.
  - (1) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees is as follows calculated on 195 hours per month:

GRADE	NEW MINIMUM HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT	NEW MINIMUM MONTHLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
A1	R20.00	R3900.00
A2	R20.00	R3900.00
A3	R20.00	R3900.00
B1	R22.87	R4460.00

B2	R28.33	R5525.00
B3	R33.99	R6629.00
B4	R45.33	R8839.00
B5	R56.66	R11049.00

- 3.3 As per the provisions of sub-clause 3.3 of part 1 of this Agreement.
- 3.4 Where existing wage rates at any company are greater than those specified in the table in sub-clause 3.2, such wage rates shall continue to apply unless otherwise agreed through collective bargaining between the parties.
- 3.5 The grading is as follows:

Grade	Job title
A1	Sorter, Housekeeper
A2	Operator, Baler Operator
A3	Forklift Driver, Operater come Forklift Driver
B1	QC Analyst, Maintenance Helper, Logistics / Stores Helper
B2	Assistant Supervisor, Team Leader, Boiler Operators
B3	Supervisor, Logistics Clerk
B4	Maintenance Fitter, Logistics / Stores in charge
B5	Production Secretary, Electrician, Shift Supt/Mng + other staff

#### 4. CALCULATION OF WAGES

- 4.1 As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

#### 5. NIGHT SHIFT ALLOWANCE

- 5.1 All employees shall, in addition to basic monthly salary, be paid a night shift allowance of R15% of the basic wage.

#### 6. LONG-SERVICE ALLOWANCE

- 6.1 A long service allowance of R1 per week per year of service of R52 per year shall be paid to all employees.

#### 7. ANNUAL BONUS

- 7.1 Every employer must pay each employee an annual bonus of 135 hours of their basic salary.
- 7.2 Temporary employees who are in employment at the time the annual bonus is paid shall receive a pro-rata annual bonus.

#### 8. CHANGE IN OCCUPATION

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

#### 9. TEMPORARY EMPLOYEES

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**10. DEDUCTIONS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**11. PAYMENT OF REMUNERATION**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**12. INSURANCE OF REMUNERATION**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**C. HOURS OF WORK****13. ORDINARY HOURS OF WORK**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**14. OVERTIME**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**15. MEAL AND OTHER INTERVALS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**16. PUBLIC HOLIDAYS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**17. SUNDAYS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**18. SHORT TIME**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**19. EXCEPTIONS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**D. LEAVE****20. ANNUAL LEAVE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**21. SICK LEAVE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**22. MATERNITY LEAVE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**23. PARENTAL LEAVE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**24. ADOPTION LEAVE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**25. COMMISSIONING PARENT LEAVE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**26. FAMILY RESPONSIBILITY LEAVE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**E. EMPLOYEE BENEFITS****27. RETIREMENT FUND**

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- 27.1 The employer contribution to the applicable provident fund shall be a minimum of 5% of the basic wage and the employee contribution to the fund shall be 5% of the basic wage.
- 27.2 All employers shall be members of the Textile Industry Provident Fund (T.I.P.F) unless they are already members of an existing/recognized retirement fund at the time of joining the NMFEA.

**28. BURSARY SCHEME**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**29. FUNERAL BENEFITS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**30. PERSONAL PROTECTIVE EQUIPMENT**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**31. SACTWU HIV/AIDS PROJECT**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**32. REGISTERED LEARNERSHIPS**

The provisions of clause 32 of Part 1 of this Agreement are not applicable.

**F. TERMINATION OF CONTRACT OF EMPLOYMENT**

**33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**34. SEVERANCE PAY**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**35. CERTIFICATE OF SERVICE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**G. ORGANISATIONAL RIGHTS**

**36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**37. TRADE UNION REPRESENTATION ON THE COUNCIL**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**38. SHOP STEWARD'S RIGHTS AND FACILITIES**

- 38.1 Shop stewards to be granted five (5) days paid leave for shop steward training and attending meetings.

**H. GENERAL**

**39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**40. EXEMPTIONS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**41. ADMINISTRATION**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**42. DESIGNATED AGENTS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**43. COUNCIL LEVIES**

43.1 Each employee shall pay a Bargaining Council levy of R1-50 per week to the bargaining council.

43.2 Each employer shall pay an equal amount as per sub-clause 43.1 above.

**44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**46. EXHIBITION OF AGREEMENT**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**47. DISPUTES**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**48. EXISTING AGREEMENTS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**49. OTHER CONDITIONS OF EMPLOYMENT**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**51. DEFINITIONS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**52. HIV/AIDS**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**53. SKILLS DEVELOPMENT**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**54. CODES OF GOOD PRACTICE**

As per schedule 1 of the **THE MANUFACTURED FIBRES SUBSECTOR**, as set out above.

**PART 2****ANNEXURE H****NON WOVEN TEXTILES SUBSECTOR****A. APPLICATION****1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

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

**B. REMUNERATION****3. MINIMUM WAGES**

3.1 As per the provisions of sub-clause 3.1 of Part 1 of this agreement.

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

**3.2.1 Hourly Rate of Pay with effect from the coming of operation of this agreement**

Grade	Hourly Rate of Pay with effect from the coming of operation of this agreement
<b>100%</b>	
A1 / A2	34.36
A3 / B1	34.74
B2 / B3	36.49
B4 / B5	39.21

**90%**

A1 / A2	30.92
A3 / B1	31.29
B2 / B3	32.84
B4 / B5	35.31

**80%**

A1 / A2	27.49
A3 / B1	27.81
B2 / B3	29.17
B4 / B5	31.38

- 3.2.2 The hourly rate of pay per grade for all new employees in their first six months of service will be 80% of the applicable Industry minimum hourly rate of pay as detailed in sub-clause 3.2.1 above and the employees in the second six months of employment will be 90% of the applicable Industry minimum hourly rate of pay as detailed in sub-clause 3.2.1.

- 3.2.3 After 12 months of employment 100% of the applicable Industry minimum rate of pay shall apply.

- 3.2.4 The new employee rate of pay shall 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 – Wovens sub sector within the past 12 months and who previously earned the industry minimum hourly rate and are re-employed during the period of this agreement. Such employees will be paid at the Industry rate of pay as per clause 3 of this agreement.

- 3.2 As per the provisions of sub-clause 3.3 of Part 1 of *this Agreement*.

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

**4. CALCULATION OF WAGES**

As per the provisions of clause 4 of Part 1 of this Agreement.

**5. SHIFT ALLOWANCE**

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

**6. LONG SERVICE ALLOWANCE**

6.1 Every employer must pay each employee a long-service award in addition to the prescribed weekly wage.

6.2 The long service award is –

- (a) R 1.00 per week for each completed year of continuous service;
- (b) payable from the 01 July each year.

**7. ANNUAL BONUS**

7.1 Every employer must pay an annual bonus calculated in terms of sub-clause 7.2 below, to each employee no later than a week before Christmas day.

7.2 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 20 (twenty) days' basic wage rates

7.3 If an employee starts employment on or after 1 November, that employee is entitled to a pro rata amount of the annual bonus for the period worked up to 31 October.

7.4 An employee whose employment is terminated—

- (a) before 1 November, is not entitled to any annual bonus; or
- (b) on or after 1 November, must be paid the annual bonus on the date of termination.

**8. CHANGE IN OCCUPATION**

As per the provisions of Clause 8 of Part 1 of this Agreement.

**9. TEMPORARY EMPLOYEES**

As per the provisions of clause 9 of Part 1 of this Agreement.

**10. DEDUCTIONS**

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

**11. PAYMENT OF REMUNERATION**

11.1 As per the provisions of clause 11 of Part 1 of this Agreement, subject to the following amendment:

- 11.1.1 Payment must be made in respect of weekly-paid employees within eight days of the week worked.

**12. INSURANCE OF REMUNERATION**

As per the provisions of clause 12 of Part 1 of this Agreement.

**C: HOURS OF WORK**

**13. ORDINARY HOURS OF WORK**

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

**14. OVERTIME**

As per the provisions of clause 14 of Part 1 of this Agreement.

**15. MEAL AND OTHER INTERVALS**

As per the provisions of clause 15 of Part 1 of this Agreement.

**16. PUBLIC HOLIDAYS**

As per the provisions of clause 16 of Part 1 of this Agreement.

**17. SUNDAYS**

As per the provisions of clause 17 of Part 1 of this Agreement.

**18. SHORT TIME**

- 18.1 An employer may reduce the number of ordinary hours in a day or a week on four hours' notice to the employees.
- 18.2 If the employer fails to give four hours' notice, it must pay the employee in lieu of the required notice.
- 18.3 Irrespective of the number of hours worked, an employer must pay each employee working short time at least half of that employee's basic weekly wage.

**19. EXCEPTIONS**

As per the provisions of clause 19 of Part 1 of this Agreement.

**D: LEAVE****20. ANNUAL LEAVE**

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

**21. SICK LEAVE**

As per the provisions of clause 21 of Part 1 of this Agreement.

**22. MATERNITY LEAVE**

As per the provisions of clause 22 of Part 1 of this Agreement.

**23. PARENTAL LEAVE**

As per the provisions of clause 23 of Part 1 of this Agreement.

**24. ADOPTION LEAVE**

As per the provisions of clause 24 of Part 1 of this Agreement.

**25. COMMISSIONING PARENT LEAVE**

As per the provisions of Clause 25 of Part 1 of this Agreement.

**26. FAMILY RESPONSIBILITY LEAVE**

- 26.1 As per the provisions of clause 26 of Part 1 of this Agreement.
- 26.2 Should employers be in a position to grant employees additional family responsibility leave where requested either paid or unpaid this can be discussed and agreed at plant level.

**E: EMPLOYEE BENEFITS****27. RETIREMENT FUND**

- 27.1 All employees and all employers shall become members of the Textile Industry Provident Fund (hereinafter referred to as the "Fund"), originally established in terms of Government Notice No. R. 1837 of 4 November 1994.
- 27.2 Every employee must contribute at least 6,5% of the employee's basic wage and every employer must contribute 10% based on the industry basic minimum rate of pay. All current practices are to remain in full force and effect so long as they are no less favourable than this clause.
- 27.3 An employer and his/her employees may be exempted from the joining the Fund if—
- (a) they belong to a different registered pension or provident fund; and
  - (b) the provisions and benefits of that fund are on the whole not less favourable than the provision and benefits of the Fund.

**28. BURSARY SCHEME**

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

**29. FUNERAL BENEFITS**

Funeral benefits shall be at least as provided for by the Textile Industry Provident Fund.

**30. PERSONAL PROTECTIVE EQUIPMENT**

As per the provisions of clause 30 of Part 1 of this Agreement.

**31. SACTWU HIV/AIDS PROJECT**

For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 30c per week per employee with effect from the date of coming into operation of this agreement. 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 31 August of the previous year.

**32. REGISTERED LEARNERSHIPS**

There are no provisions for registered learnerships in the Non-Woven Textiles Subsector.

**F: TERMINATION OF CONTRACT OF EMPLOYMENT****33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per the provisions of clause 33 of Part 1 of this Agreement.

**34. SEVERANCE PAY**

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

**35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

**G: ORGANISATIONAL RIGHTS****36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

As per the provisions of clause 36 of Part 1 of this Agreement.

**37. TRADE UNION REPRESENTATION ON THE COUNCIL**

Every employer must give employees who are representatives or who participate in the Council every reasonable facility to attend to their duties arising from their work on the Council.

**38. SHOP STEWARDS' RIGHTS AND FACILITIES**

38.1 Each shop steward in an establishment covered by the scope of this Agreement shall be entitled to 10 (ten) days paid leave per annum.

38.2 Each shop steward's 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.

38.3 All employees in the bargaining unit (broken down by permanent workers, learnerships, and temporary workers);

38.4 All non-union members.

38.5 Shop stewards at each workplace shall be granted two hours paid time off for factory shop Steward committee meetings each month.

38.6 All shop stewards of trade unions party to the Bargaining Council shall be granted access to a telephone, a fax machine and meeting facilities for shop steward meetings at the workplace. The parties shall meet at plant level to give appropriate effect to this.

38.7 Each shop stewards' committee shall at each establishment and by the 20<sup>th</sup> of each month, be provided on request with schedules reflecting the labour profile of all employees in the *bargaining unit* (broken down by permanent, learnerships and temporary workers), and the detail of all union and non-union members in the *bargaining unit*.

38.8 Ballot facilities shall be provided by the employer at each establishment for the Union to conduct any ballot in terms of the Union Constitution and the Labour Relations Act No. 66 of 1995 (as amended).

**H. GENERAL****39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

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

**40. EXEMPTIONS**

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

**41. ADMINISTRATION**

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

**42. DESIGNATED AGENTS**

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

**43. COUNCIL LEVIES**

As per the provisions of clause 43 of Part 1 of this Agreement.

**44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

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

**45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

As per the provisions of clause 45 of Part 1 of this Agreement.

**46. EXHIBITION OF AGREEMENT**

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

**47. DISPUTES**

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

**48. EXISTING AGREEMENTS**

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

**49. OTHER CONDITIONS OF EMPLOYMENT**

All other terms and conditions shall be as prescribed in employment law.

**50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

As per the provisions of clause 50 of Part 1 of this Agreement.

**51. DEFINITIONS**

As per Annexure A of Part 1 of this Agreement.

**52. HIV/AIDS**

As per the provisions of Clause 52 of Part 1 of this Agreement.

**53. SKILLS DEVELOPMENT**

As per the provisions of Clause 53 of Part 1 of this Agreement.

**54. CODES OF GOOD PRACTICE**

As per the provisions of Clause 54 of Part 1 of this Agreement.

**PART 2****ANNEXURE I****WOOL AND MOHAIR SECTION****A. APPLICATION****1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

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

**B. REMUNERATION****3. MINIMUM WAGES**

3.1 As per the provisions of sub-clause 3.1 of Part 1 of this Agreement

3.2 Every employer must pay each employee a wage increase and a *minimum wage* that is not less than that detailed in clause 3.2.1 and 3.2.2 below:

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

**Wool and Mohair Processors Industry**

GRADE	NEW HOURLY RATE WITH EF-
-------	-----------------------------

	FEET FROM THE COMING INTO OP- ERATION OF THIS AGREEMENT
1	45.92
2	46.91
3	48.62
4	52.74
5	53.75

### Wool and Mohair Broking Industry

3.2.2 With effect from the coming into operation of this agreement, each employer in the Wool and Mohair Broking Industry must pay an increase of 8% to its employees.

3.3 As per the provisions of clause 3.3 of Part 1 of this Agreement.

## **4. CALCULATION OF WAGES**

As per the provisions of clause 4 of Part 1 of this Agreement.

## **5. SHIFT ALLOWANCE**

An employer must pay a shift allowance of at least 7% of the basic wage for all hours worked between 18:00 and 06:00. Any shift allowance premium arrangements greater than 7% will continue to apply.

## **6. LONG-SERVICE ALLOWANCE**

A long-service allowance of R1,10 per week per completed year of service must be paid to each employee.

## **7. ANNUAL BONUS**

An employer must pay an annual bonus equivalent to 20 days' basic pay to each employee at year end. Where a company pays an annual bonus of 20 days or more, such annual bonus shall continue to apply.

## **8. CHANGE IN OCCUPATION**

If an employer requires an employee to work for longer than an hour in an occupation or at a skill level in respect of which a higher wage is prescribed, the employer must pay the employee such higher wage for all the hours the employee actually worked in the higher occupation or skill level.

## **9. TEMPORARY EMPLOYEES**

An employer must pay a temporary employee a wage for each hour or part thereof which is no less than the basic hourly wage agreed with the temporary employee.

## **10. DEDUCTIONS**

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

## **11. PAYMENT OF REMUNERATION**

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

## **12. INSURANCE OF REMUNERATION**

This clause does not apply to the Wool and Mohair Section.

## **C. HOURS OF WORK**

## **13. ORDINARY HOURS OF WORK**

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

13.1.1 44 ordinary hours in a week; and

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

13.1.3 nine ordinary hours in a day if the employee works five days or fewer in a week.

13.2 Ordinary hours of work are exclusive of meal breaks unless specified to the contrary.

## **14. OVERTIME**

- 14.1 An employer may not require or permit an employee to work more than 10 hours' overtime in a week.
- 14.2 As per the provisions of sub-clause 14.2 of Part 1 of this Agreement.
- 14.3 As per the provisions of sub-clause 14.3 of Part 1 of this Agreement.
- 14.4 As per the provisions of sub-clause 14.4 of Part 1 of this Agreement.
- 15. MEAL AND OTHER INTERVALS**
- 15.1 As per the provisions of sub-clause 15.1 of Part 1 of this Agreement.
- 15.2 As per the provisions of sub-clause 15.2 of Part 1 of this Agreement.
- 15.3 As per the provisions of sub-clause 15.3 of Part 1 of this Agreement.
- 15.4 As per the provisions of sub-clause 15.4 of Part 1 of this Agreement.
- 15.5 The meal interval is not part of the ordinary or overtime hours worked, except that any time worked by a security guard as a meal interval is part of that employees' ordinary or overtime hours, and also that the 30-minute meal interval of an employee working an eight-hour rotating shift is part of that employee's ordinary hours.
- 15.6 As per the provisions of sub-clause 15.6 of Part 1 of this Agreement;
- 15.7 This clause does not apply to the Wool and Mohair Section.
- 15.8 Every employee who works a shift of more than eight ordinary hours must be given at least two 10-minute rest breaks per shift. These rest breaks are part of ordinary hours.
- 15.9 This subclause does not apply to the Wool and Mohair Section.
- 16. PUBLIC HOLIDAYS**
- As per the provisions of clause 16 of Part 1 of this Agreement.
- 17. SUNDAYS**
- As per the provisions of clause 17 of Part 1 of this Agreement.
- 18. SHORT TIME**
- 18.1 An employer may reduce the number of ordinary hours in a day or a week on four hours' notice to the employees.
- 18.2 If the employer fails to give four hours' notice, the employer must pay the employees in lieu of the required notice.
- 18.3 An employer shall give the union three days' prior notice of short time working due to operational reasons within the employers control.
- 18.4 If the employer fails to give three days notice, as per clause 19.3 above, the employer must pay the employees in lieu of the required notice.
- 19. EXCEPTIONS**
- As per the provisions of clause 19 of Part 1 of this Agreement.

## D. LEAVE

- 20. ANNUAL LEAVE**
- 20.1 As per clause 20 of Part 1 of this Agreement, except for the following:
- 20.1.1 15 working days' annual leave on full remuneration in respect of each annual leave cycle.
- 20.1.2 Employees in the Wool and Mohair Processing Section of the industry having completed more than 10 years consecutive service on permanent staff shall be entitled to 5 days LEAVE PAY per annum in addition to the normal annual leave entitlement.
- 20.1.3 This additional LEAVE PAY shall accrue on 01 December each year and be paid out together with the normal annual leave payment at the start of the December shutdown.
- 20.1.4 Employees in the Wool and Mohair Broking Section of the Industry having more than 5 years consecutive service shall have their current annual leave increased at a rate of 1 day per annum for the next 5 years, to 20 days.
- 20.1.5 Annual leave in the Wool and Mohair Broking Section of the industry shall be taken at the instance of the Employer arranged subject to operational requirements.
- 21. SICK LEAVE**
- As per the provisions of clause 21 of Part 1 of this Agreement.
- 22. MATERNITY LEAVE**
- 22.1 As per clause 22 of Part 1 of this Agreement, except for the following amendments:
- 22.1.1 Employers must pay employees 50% of their basic weekly wage for four months. The

remaining two months are unpaid.

- 22.1.2 Employers must pay both the employee's and the employer's contributions to any provident and medical aid fund to which the employee belongs for up to four months. These contributions will be repaid to the employer, by the employee, on her return to work, by means of deductions from her wages over a period of six months. If she fails to return to work, these contributions will be recovered by the employer from Provident Fund or other moneys due to the employee.

### **23. PARENTAL LEAVE**

As per the provisions of clause 23 of Part 1 of this Agreement.

### **24. ADOPTION LEAVE**

As per the provisions of clause 24 of Part 1 of this Agreement.

### **25. COMMISSIONING PARENT LEAVE**

As per the provisions of Clause 25 of Part 1 of this Agreement

### **26. FAMILY RESPONSIBILITY LEAVE**

As per clause 26 of Part 1 of this Agreement, except for the following amendments:

- 26.1 An employer must grant an employee, during each annual leave cycle, at the request of the employee, five days' paid family responsibility leave, subject to—
- 26.1.1 notification of the birth of the employee's child or that the child is sick; and
    - 26.1.1.1 submission of satisfactory proof of birth in the form of a birth certificate; or of the child's sickness; and
    - 26.1.1.2 such leave for birth being taken at or around the time of the birth of the child, and in any event within one month of the birth;
  - 26.1.2 in the event of death—
    - 26.1.2.1 the death of an immediate family member (defined as own child/brother/ sister/spouse/lifepartner/grandchild/parent or grand-parent, including adoptive parent or child); and
    - 26.1.2.2 submission of satisfactory proof of death in the form of a death certificate; and
    - 26.1.2.3 such leave being taken at or around the time of death of the family member, and in any event within one month of the death.

## **E. EMPLOYEE BENEFITS**

### **27. RETIREMENT FUND**

- 27.1 All employers and employees must become members of a registered retirement fund.
- 27.2 Contributions by the employer and employee to such retirement fund are 7,5% of the basic wage per side.

### **28. BURSARY SCHEME**

As per clause 28 of Part 1 of this Agreement.

### **29. FUNERAL BENEFITS**

This clause does not apply to the Wool and Mohair Section.

### **30. PERSONAL PROTECTIVE EQUIPMENT**

As per the provisions of clause 30 of Part 1 of this Agreement.

### **31. SACTWU HIV/AIDS PROJECT**

- 31.1 For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 50c per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employment as at 30 November of the previous year. The union shall provide the employers with regular (at least bi-annual) reports on the activities of the SACTWU Worker Health project.
- 31.2 Each employee shall be granted two (2) hours paid time off per annum for HIV/AIDS awareness training. Such training to be co-ordinated by the SACTWU HIV/AIDS Project.
- 31.3 Each employee shall be granted an additional 30 minutes lunch break on World Aids Day (1 December) to commemorate the day and participate in the awareness programmes organized by the union.

### **32. REGISTERED LEARNERSHIPS**

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

**F. TERMINATION OF CONTRACT OF EMPLOYMENT****33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per the provisions of clause 33 of Part 1 of this Agreement.

**34. SEVERANCE PAY**

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

**35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

**G. ORGANISATIONAL RIGHTS****36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

As per the provisions of clause 36 of Part 1 of this Agreement.

**37. TRADE UNION REPRESENTATION ON THE COUNCIL**

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

**38. SHOP STEWARDS' RIGHTS AND FACILITIES**

38.1 Shop steward leave for Processors and Brokers is 11 days per annum.

38.2 Shop stewards employed in the Wool and Mohair Broking Industry shall each be granted a minimum of 11 paid days per annum as shop stewards leave, subject to operational requirements.

38.3 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.

38.4 Shop stewards at each workplace shall be granted one hour paid time off for a factory shop steward committee meeting, each month.

38.5 Each shop stewards' committee shall, at each company and by the 20th of each month, be provided with schedules reflecting the following details on request from the senior shop steward : All employees in the bargaining unit broken down by permanent employee, learnerships and/or temporary workers.

38.6 Each employer shall provide the shop stewards committee access to e-mail facilities not exceeding 20 minutes per day.

38.7 Trade Union Office Bearers shall be granted an additional 3 days paid time off as contemplated in the Labour Relations Act [as amended] subject to –

38.7.1 There being no more than one office bearer per employer; and

38.7.2 that any time off shall be subject to operational requirements

**H: GENERAL****39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

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

**40. EXEMPTIONS**

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

**41. ADMINISTRATION**

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

**42. DESIGNATED AGENTS**

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

**43. COUNCIL LEVIES**

As per the provisions of clause 43 of Part 1 of this Agreement.

**44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

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

**45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

As per the provisions of clause 45 of Part 1 of this Agreement.

**46. EXHIBITION OF AGREEMENT**

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

**47. DISPUTES**

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

**48. EXISTING AGREEMENTS**

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

**49. OTHER CONDITIONS OF EMPLOYMENT****49.1 PRODUCTIVITY INCENTIVE SCHEME**

The parties agree that the provisions of the GUBB and INGGS productivity incentive policy will be implemented at all companies in the Wool and Mohair Section, on the basis that each company will set its own unique productivity targets.

#### **49.2 CONTRACT EMPLOYEES**

49.2.1 Contract employees who have been employed for the period January to December shall qualify for payment of an annual bonus and holiday pay.

49.2.2 Contract employees who are employed for a period longer than 6 months shall qualify for payment of a pro-rata bonus.

49.2.3 Wool and Mohair Broker Industry Employers shall conduct an assessment of the employment of contract employees with effect from the coming into operation of this Agreement. Where this assessment reveals general employment based on an interrupted period of employment due to consecutive temporary contracts, the Employers shall, subject to operational requirements, offer aforementioned employees permanent employment. Contract employees not offered permanent employment will, subject to the provisions of this clause and operational requirements continue to be employed as contract employees.

49.2.4 With effect from the coming into operation of this Agreement, other than seasonal employees employed for a fixed task or fixed duration, employees employed in the Wool and Mohair Broker Industry on contract to do general work for an undefined purpose or period and whose employment exceeds 6 months, shall be permanently employed and managed accordingly.

#### **50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

As per the provisions of clause 50 of Part 1 of this Agreement.

#### **51. DEFINITIONS**

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

#### **52. HIV/AIDS**

As per the provisions of Clause 52 of Part 1 of this Agreement.

#### **49. SKILLS DEVELOPMENT**

As per the provisions of Clause 53 of Part 1 of this Agreement.

#### **54. CODES OF GOOD PRACTICE**

As per the provisions of Clause 54 of Part 1 of this Agreement.

## **PART 2**

### **ANNEXURE J**

#### **WORSTED SECTION**

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

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

As per the provisions of Clause 1 of Part 1 of this agreement.

#### **2. PERIOD OF OPERATION**

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

##### **B: REMUNERATION**

#### **3. MINIMUM WAGES**

3.1 The *minimum* wages for the *Worsted Section*, which an employer shall pay to employees shall be as specified in sub-clause 3.2 below.

3.2 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.

##### **3.2.1 Verticals**

GRADE	NEW HOURLY RATE WITH EFFECT FROM
-------	-------------------------------------

	THE COMNG INTO OPERATION OF THIS AGREEMENT
1	30.30
2	31.74
3	33.40
4	34.47

### 3.2.2 Spinners

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

GRADE	NEW HOURLY RATE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT 40 hours per week	NEW HOURLY RATE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT 44 hours per week
1	32.83	32.41
2	33.55	33.13
3	34.63	34.21
4	36.46	36.04

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

GRADE	NEW HOURLY RATE WITH EFFECT FROM COMING INTO OPERA- TION OF THIS AGREE- MENT
1	30.30
2	31.74
3	33.40
4	34.47

3.3 As per the provisions of sub-clause 3.3 of Part 1 of this Agreement.

## 4. CALCULATION OF WAGES

As per the provisions of clause 4 of Part 1 of this Agreement.

## 5. SHIFT ALLOWANCE

### 5.1 VERTICALS

An employer must pay a shift allowance (to each employee who works a shift or part of a shift) of a 4% of the basic hourly rate for work performed between 18:00 and 22:30 and 12% for the work performed between 22:30 and 06:00.

### 5.2 SPINNERS

- 5.2.1 All work performed between the hours 18H00 and 22H00 (Afternoon Shift), a premium equivalent to 1% of basic wage.
- 5.2.2 All work performed between the hours 22H00 and 06H00 (Night Shift), a premium equivalent to 2% of basic wage.
- 5.2.3 Where more favourable shift allowances than those specified in sub-clauses 5.1 and 5.2 above, shall apply.

## **6. LONG-SERVICE ALLOWANCE**

An employer must pay a long service allowance of R0,75 cents per week per completed year of service, payable after one year of service.

## **7. ANNUAL BONUS**

### **7.1 VERTICALS**

- (a) Every employer shall pay an amount of R1035.84 in addition to the annual bonus equal to two (2) weeks wages, calculated on the actual basic hourly rate.
- (b) A pro-rata bonus payment of R1035.84 will be payable to all employees who leave the service of the company before December each year when the bonus is due to be paid.

### **7.2 SPINNERS**

- (a) Every employer shall pay an annual bonus equal to two (2) weeks wages, calculated on the actual basic hourly rate.
- 7.3 The annual bonus shall be payable in December of each year.
- 7.4 Temporary employees in the employ of the Company as at December of each year shall be entitled to a pro-rata bonus for all periods of employment during that year.

## **8. CHANGE IN OCCUPATION**

If an employer requires or permits an employee to work for longer than an hour in an occupation or skill level in respect of which a higher wage is prescribed, the employer must pay that employee at the higher wage rate per hour for all the ordinary work performed that day.

## **9. TEMPORARY EMPLOYEES**

- 9.1 As per the provisions of sub-clause 9.1 of Part 1 of this Agreement.
- 9.2 As per the provisions of sub-clause 9.2 of Part 1 of this Agreement.
- 9.3 Temporary employees will be deemed to be permanent employees after six months and their employment terms and conditions will be adjusted accordingly. Any extension of this Agreement will be by agreement between the parties at plant level.
- 9.4 The number of temporary employees will at no stage exceed 10% of the total number of permanent employees at any company unless otherwise agreed between the parties at plant level.
- 9.5 All temporary employees shall be covered by the closed shop agreement.

## **10. DEDUCTIONS**

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

## **11. PAYMENT OF REMUNERATION**

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

## **12. INSURANCE OF REMUNERATION**

The provisions relating to insurance of remuneration as set out in clause 12 of Part 1 of this Agreement are not applicable in the Worsteds Sections.

## **C: HOURS OF WORK**

### **13. ORDINARY HOURS WORK**

- 13.1 The provisions of sub-clauses 13.1 and 13.2 of Part 1 of this Agreement are not applicable to the Worsteds Section.
- 13.2 Maximum ordinary hours of work in any week shall be 44 hours.
- 13.3 Ordinary hours of work are inclusive of meal breaks.

### **14. OVERTIME**

- 14.1 As per the provisions of sub-clause 14.1 of Part 1 of this Agreement.
- 14.2 As per the provisions of sub-clause 14.2 of Part 1 of this Agreement.
- 14.3 As per the provisions of sub-clause 14.3 of Part 1 of this Agreement.

#### **15. MEAL AND OTHER INTERVALS**

- 15.1 As per the provisions of sub-clause 15.1 of Part 1 of this Agreement.
- 15.2 As per the provisions of sub-clause 15.2 of Part 1 of this Agreement.
- 15.3 As per the provisions of sub-clause 15.3 of Part 1 of this Agreement.
- 15.4 As per the provisions of sub-clause 15.4 of Part 1 of this Agreement.
- 15.5 As per the provisions of sub-clause 15.5 of Part 1 of this Agreement.
- 15.6 As per the provisions of sub-clause 15.6 of Part 1 of this Agreement.
- 15.7 As per the provisions of sub-clause 15.7 of Part 1 of this Agreement.

#### **16. PUBLIC HOLIDAYS**

As per the provisions of clause 16 of Part 1 of this Agreement.

#### **17. SUNDAYS**

As per the provisions of clause 17 of Part 1 of this Agreement.

#### **18. SHORT TIME**

As per the existing provisions at plant level.

#### **19. EXCEPTIONS**

As per the provisions of clause 19 of Part 1 of this Agreement.

### **D: LEAVE**

#### **20. ANNUAL LEAVE**

- 20.1 As per the provisions of sub-clause 20.1 of Part 1 of this Agreement.
- 20.2 An employer must grant an employee at least 15 working days' annual leave on full remuneration in respect of each annual leave cycle.
- 20.3 As per the provisions of sub-clause 20.3 of Part 1 of this Agreement.
- 20.4 As per the provisions of sub-clause 20.4 of Part 1 of this Agreement.
- 20.5 As per the provisions of sub-clause 20.5 of Part 1 of this Agreement.
- 20.6 As per the provisions of sub-clause 20.6 of Part 1 of this Agreement.
- 20.7 As per the provisions of sub-clause 20.7 of Part 1 of this Agreement.
- 20.8 As per the provisions of sub-clause 20.8 of Part 1 of this Agreement.
- 20.9 As per the provisions of sub-clause 20.9 of Part 1 of this Agreement.
- 20.10 As per the provisions of sub-clause 20.10 of Part 1 of this Agreement.
- 20.11 As per the provisions of sub-clause 20.11 of Part 1 of this Agreement.

#### **21. SICK LEAVE**

As per the provisions of clause 21 of Part 1 of this Agreement.

#### **22. MATERNITY LEAVE**

As per the provisions of clause 22 of Part 1 of this Agreement.

#### **23. PARENTAL LEAVE**

As per the provisions of clause 23 of Part 1 of this Agreement.

#### **24. ADOPTION LEAVE**

As per the provisions of clause 24 of Part 1 of this Agreement.

#### **25. COMMISSIONING PARENT LEAVE**

As per the provisions of Clause 25 of Part 1 of this Agreement.

#### **26. FAMILY RESPONSIBILITY LEAVE**

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

*The parties agree to improve the current Family Responsibility Leave provisions from three (3) days' pay per annum to four (4) days' pay per annum.*

## **E: EMPLOYEE BENEFITS**

### **27. RETIREMENT FUND**

27.1 As per the provisions of sub-clause 27.1 of Part 1 of this Agreement.

27.2 Minimum contributions by the employer and the employee to the relevant Provident Fund shall be as follows:

#### **VERTICALS**

Employer: 7% of employee's basic wage.

Employee: 5.0% of employee's basic wage.

#### **SPINNERS**

Employer: 6.5% of employee's basic wage.

Employee: 5.0% of employee's basic wage.

### **28. BURSARY SCHEME**

Clause 28 of Part 1 of this Agreement is not applicable to the Worsteds Section, except at those companies where it was previously agreed to at plant level.

### **29. FUNERAL BENEFIT**

The provisions of clause 29 of Part 1 of this Agreement are not applicable to the Worsteds Section. There are no separate funeral benefits other than those provided for in terms of the Provident Fund Rules.

### **30. PERSONAL PROTECTIVE EQUIPMENT**

The provisions in respect of personal protective equipment detailed in the Occupational Health and Safety Act, 1993 [as amended], shall apply.

### **31. SACTWU HIV/AIDS PROJECT**

For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employee in the Bargaining Unit shall contribute R1.00 (one rand) per week per employee. These contributions shall be forwarded monthly by the employer 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 the employment as at 30 November of the previous year.

### **32. REGISTERED LEARNERSHIPS**

The provisions of clause 32 of Part 1 of this Agreement are not applicable to the Worsteds Section.

## **F: TERMINATION OF CONTRACT OF EMPLOYMENT**

### **33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per the provisions of clause 33 of Part 1 of this Agreement.

### **34. SEVERANCE PAY**

As per the provisions of Clause 34 of Part 1 of this Agreement

### **35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

## **G: ORGANISATIONAL RIGHTS**

### **36. COLLECTION OF MEMBERSHIP FEES**

As per the provisions of clause 36 of Part 1 of this Agreement.

**37. TRADE UNION REPRESENTATION ON THE COUNCIL**

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

**38. SHOP STEWARDS' RIGHTS AND FACILITIES**

38.1 As per the provisions of sub-clause 38.1 of Part 1 of this Agreement.

38.2 As per the provisions of sub-clause 38.2 of Part 1 of this Agreement.

38.3 As per the provisions of sub-clause 38.3 of Part 1 of this Agreement.

38.4 Each shop steward at each establishment shall be entitled to eight days' paid time off for union activities for the period of this Agreement. Such leave is to increase by one day per annum until a maximum of 10 days' paid leave per shop steward is attained. Such leave shall not be accumulative nor transferable.

38.5 Shop stewards at each workplace shall be granted two hours' paid time off for shop steward committee meetings each month.

38.6 One shop steward per plant shall be entitled to a further once-off five days' paid time off for HIV/AIDS councillor training, if so required by the trade union.

38.7 All shop stewards of trade unions party to the Bargaining Council shall be granted access to a telephone, a fax machine, meeting facilities for shop steward committee meetings, and a trade union office at the workplace. The parties shall meet at plant level to give appropriate effect to this.

**H: GENERAL****39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

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

**40. EXEMPTIONS**

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

**41. ADMINISTRATION**

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

**42. DESIGNATED AGENTS**

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

**43. COUNCIL LEVIES**

As per the provisions of clause 43 of Part 1 of this Agreement.

**44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

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

**45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

As per the provisions of clause 45 of Part 1 of this Agreement.

**46. EXHIBITION OF AGREEMENT**

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

**47. DISPUTES**

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

**48. EXISTING AGREEMENTS**

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

**49. OTHER CONDITIONS OF EMPLOYMENT**

49.1 **JOB PROTECTION FUND:** All employees in the Bargaining Unit shall pay an amount of 25c per week. These contributions shall be forwarded monthly by the employer to the SACTWU Finance Department – Job Protection Fund.

49.2 **Load Shedding:** all employees in the bargaining unit shall be paid at least 50 (fifty) percent of

the load shedding hours per week that are lost.

#### 50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION

50.1 As per the provisions of sub-clause 50.1 of Part 1 of this Agreement.

50.2 As per the provisions of sub-clause 50.2 of Part 1 of this Agreement.

50.3 As per the provisions of sub-clause 50.3 of Part 1 of this Agreement.

#### 51. DEFINITIONS

As per Annexure A of Part 1 of this Agreement.

#### 52. HIV/AIDS

As per the provisions of Clause 52 of Part 1 of this Agreement.

#### 53. SKILLS DEVELOPMENT

As per the provisions of Clause 53 of Part 1 of this Agreement.

#### 54. CODES OF GOOD PRACTICE

As per the provisions of Clause 54 of Part 1 of this Agreement.

### PART 2

#### ANNEXURE K

#### WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR

##### A. APPLICATION

#### 1. SCOPE OF APPLICATION

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

#### 2. PERIOD OF OPERATION

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

##### B: REMUNERATION

#### 3. MINIMUM WAGES

3.1 As per the provisions of sub-clause 3.1 of Part 1 of *this Agreement*.

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

3.2.1

Grade	New Minimum Hourly Rate With effect from the coming into operation of this agreement
1	36.65
2	37.40
3	38.36
4	40.03
5	42.04

3.3 As per the provisions of sub-clause 3.3 of Part 1 of this *Agreement*.

3.4 If an employer is already paying wage rates equal to or more than the rates set out in clause 3.2 of this Annexure at the date *this Agreement* comes into effect, the following minimum hourly increases per grade shall be paid to employees:

## 3.4.1

	Hourly increase with effect from the coming into operation of this Agreement
Grade	
1	2.56
2	2.61
3	2.68
4	2.79
5	2.93

3.5 Those employees who are employed in a higher grade than stipulated in sub-clause 3.2, 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 and increase above to their actual wage rates, with effect from the coming into operation of this agreement and

3.6 An employer who is paying less than the rates set out in clause 3.2 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 3.2 of this Annexure: Provided such wage increase is no lower than that specified in clause 3.4 of this Annexure.

3.7 All employees will be remunerated in line with sub-clauses 3.2 and 3.4 above and the entry rate will be scrapped.

3.8 The wage grading structure for this sub-sector shall be as follows:

G R A D E	GENERIC JOB CLASSIFICATION	DESCRIPTIVE/ DISTINGUISHING CRITERIA	COMPARABLE JOB CLASSIFICATION*			
			PAT	TSK	HAY	PE R
1	General Utility Worker	work of manual nature defined task: little or no discretion learning period <2 weeks Mainly physical activity/process.	A1 A2	1 2	G1	17 18 19
2	Attendant Assistant	discretion within defined limits learning period <4 weeks attends to process; does not control operation, semi repetitive Functional equivalent to numeracy and literacy of Grade 7 education required.	A3 B1	3 4	G2	15 16
3	Operator / Clerk	previous experience at G2 maybe required learning period up to six months before full competency achieved Functional equivalent to numeracy and literacy of Grade 10 education required. discretion and judgment required in decision making The skills are acquired through a learning period and developed by a consistent ap-	B2	5	G3	14

		plication and correction until operations become routine.				
4	Senior / Versatile Operator / Clerk	Previous experience at G3 required Additional learning period up to one year Functional equivalent to numeracy and literacy of <i>Grade 12</i> education required. Wide discretion and judgment in decision making And multiskilled, capable of operating more than one process competently in G3 and G4 operations.	B3	6	G4	13
5	Supervisor Operator / Clerk Sectional Supervisor	Responsible for a section of process or section plant Supervisor skills certified Fully competent in all functions at G4.	B4 B5	7 8	G5	11 12

\*PAT = Paterson; TSK = Task; PER = Peromnes

- 3.9 Each company shall set up a Job Grading Committee to hear and decide disputes and/or appeals relating to the evaluation of jobs. The decisions of this Job Grading Committee shall be by simple majority, based on a secret vote, and shall be final and binding. The Job Grading Committee shall consist of an equal number of employer and employee representatives. Should the Grading Committee not be able to reach a decision, either party shall have the right to further utilise applicable procedures in terms of the provisions of applicable law.

#### 4. CALCULATION OF WAGES

As per the provisions of clause 4 of Part 1 of this Agreement.

#### 5. SHIFT ALLOWANCE

- 5.1 An employer shall pay a minimum night-shift allowance of 5.5% of the basic hourly rate of pay for work performed between 18:00 and 06:00.
- 5.2 Where an employer currently pays a more favourable shift allowance, that employer shall be allowed to adjust such allowance to ensure that, on aggregate, it is no less favourable than any shift allowance and/or premium currently being paid.

#### 6. LONG-SERVICE ALLOWANCE

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

- 6.1 On anniversary date of 5 (five) completed years of service -  
1 (one) weeks basic pay
- 6.2 On anniversary date of 10 (ten) completed years of service -  
2 (two) weeks basic pay
- 6.3 On anniversary date of 15 (fifteen) completed years of service -  
3 (three) weeks basic pay
- 6.4 On anniversary date of 20 (twenty) completed years of service -  
4 (four) weeks basic pay
- 6.5 Employees employed by an Employer that has a policy granting employees long service awards can elect to retain such policy, if such policy is more favourable than sub-clauses 6.1 to 6.4 above.

#### 7. ANNUAL BONUS

- 7.1 With effect from the coming into operation of this Agreement, Annual Bonuses will be paid as follows, based on the basic Woven Cotton Council rates -
- 7.1.1 Employees with <12 months service - 2 (two) weeks pro-rated
- 7.1.2 Employees with >12 months but < 24 months service = 3 (three) weeks
- 7.1.3 Employees with >24 months but <36 months service= 3.5 (three and half weeks)
- 7.1.4 Employees with > 36 months service= 4 (four) weeks
- 7.2 The annual bonus is to be paid no later than the end of December of the relevant year.

7.3 An employee whose employment is terminated before 31st December is not entitled to any annual bonus.

7.4 Temporary employees in the employ of a company as at 31st December each year shall be entitled to a pro rata annual bonus for all periods of employment during that year.

#### **8. CHANGE IN OCCUPATION**

As per the provisions of clause 8 of Part 1 of this Agreement.

#### **9. TEMPORARY EMPLOYEES**

9.1 As per the provisions of sub-clause 9.1 of Part 1 of this Agreement.

9.2 As per the provisions of sub-clause 9.2 of Part 1 of this Agreement.

9.3 As in accordance with the provisions of Section 198B of the Labour Relations Act [as amended].

#### **10. DEDUCTIONS**

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

#### **11. PAYMENT OF REMUNERATION**

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

#### **12. INSURANCE OF REMUNERATION**

No insurance of remuneration applies in this subsector.

### **C. HOURS OF WORK**

#### **13. ORDINARY HOURS OF WORK**

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

#### **14. OVERTIME**

As per the provisions of clause 14 of Part 1 of this Agreement.

#### **15. MEAL AND OTHER INTERVALS**

As per the provisions of clause 15 of Part 1 of this Agreement.

#### **16. PUBLIC HOLIDAYS**

16.1 As per the provision of sub-clause 16.1 of Part 1 of this Agreement.

16.2 The public holidays are as per the provisions of the Public Holidays Act, 1994 (Act 36 of 1994) [as amended].

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

16.4 If a public holiday falls on a Sunday, the following Monday shall be a public holiday, as per the Public Holidays Act, 1994 [as amended].

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

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

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

#### **17. SUNDAYS**

As per the provisions of clause 17 of Part 1 of this Agreement.

#### **18. SHORT TIME**

18.1 In the event of reducing working hours, employers will give the union and employees 5 days notice of such reductions.

18.2 In the event of an act of God, disruption in utility services or other unforeseen emergencies, employers will give 4 hours notice to their employees.

18.3 Employers will have the option of either requiring employees to work the 4 hours, or pay them in lieu of working.

#### **19. EXCEPTIONS**

As per the provisions of clause 19 of Part 1 of this Agreement.

### **D. LEAVE**

**20. ANNUAL LEAVE**

20.1 As per the provisions of sub-clause 20.1 of Part 1 of this Agreement.

20.2 An employer must grant an employee at least—

20.2.1 15 working days' paid annual leave in respect of each annual leave cycle; or

20.2.2 by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid; or

20.2.3 by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid.

20.3 to 20.11 As per the provisions of sub-clauses 20.3 to 20.11 of Part 1 of this Agreement.

20.12 Leave pay must be calculated on the ordinary daily hours of work per day at the basic daily wage rate of the employee.

**21. SICK LEAVE**

As per the provisions of clause 21 of Part 1 of this Agreement.

**22. MATERNITY LEAVE**

As per the provisions of clause 22 of Part 1 of this Agreement.

**23. PARENTAL LEAVE**

As per the provisions of clause 23 of Part 1 of this Agreement.

**24. ADOPTION LEAVE**

As per the provisions of clause 24 of Part 1 of this Agreement.

**25. COMMISSIONING PARENT LEAVE**

As per the provisions of Clause 25 of Part 1 of this Agreement.

**26. FAMILY RESPONSIBILITY LEAVE**

26.1 An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid family responsibility leave, subject to:

26.1.1 When the employee's child is born or is sick:

26.1.1.1 Satisfactory proof of birth in the form of a birth certificate; or of the child's sickness;

26.1.1.2 Such leave for birth being taken at or around the time of the birth of the child, and in any event within one month of the birth;

26.1.2 as per the provisions of sub-clause 26.1.2 of Part 1 of *this Agreement*.

26.2 As per the provisions of sub-clause 26.2 of Part 1 of *this Agreement*.

26.3 The current definition will be extended to include paid time off for spousal illness on the following terms and conditions:

26.3.1 Hospitalisation of spouse;

26.3.2 Chronic illness/disease;

26.3.3 Infirmness/immobility of spouse due to illness

26.4 The above is subject to:

26.4.1 The employee submitting a valid medical certificate.

26.4.2 Acceptable proof of the spousal relationship may include the marriage certificate and/or relevant proof acceptable in law.

26.5 An employee will only qualify for family responsibility leave after completion of 4 (four) months continuous service.

**E: EMPLOYEE BENEFITS****27. RETIREMENT FUND**

27.1 As per the provisions of sub-clause 27.1 of Part 1 of *this Agreement*.

27.2 With effect from the coming into operation of this Agreement, the minimum contributions by the employer and employee to a registered fund shall be as follows:

EMPLOYER: 6.5% (six and a half percent) of employees basic wage

EMPLOYEE: 6% (six percent) of employees basic wage

**28. BURSARY SCHEME**

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

**29. FUNERAL BENEFITS**

The provision of funeral benefits is not applicable to this subsector.

**30. PERSONAL PROTECTIVE EQUIPMENT**

As per the provisions of clause 30 of Part 1 of this Agreement.

**31. SACTWU HIV/AIDS PROJECT**

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

**32. REGISTERED LEARNERSHIPS**

- 32.1 The total number of registered section 18.2 (Skills Development Act, 1998 [as amended]) learners shall at no time be more than 10% of the total number of permanent employees.
- 32.2 All learnership agreements shall contain a clause offering permanent employment on the completion of a learnership for learners referred to in sub-clause 32.1, subject to available appropriate vacancies and provided that retrenched employees shall be granted first preference.
- 32.3 No learnership agreement shall contain a provision requiring compulsory overtime work (unless such overtime forms part of an agreed shift pattern), compulsory work during protected industrial action, and/or deductions from any statutory or retirement funds.
- 32.4 No permanent worker shall be retrenched and replaced by a learner.
- 32.5 All employers shall comply with SETA policy relating to learnerships, unless such policy is amended by a collective agreement.
- 32.6 The ratio of time spent on theoretical versus practical training, for each learner, shall be a ratio determined in accordance with SETA policy and guidelines.
- 32.7 Employers shall provide a quarterly report to the Shop Stewards' Committee at each company, setting out progress on the learnership programmes operative at each company.

**F: TERMINATION OF CONTRACT OF EMPLOYMENT****33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per the provisions of clause 33 of Part 1 of this Agreement.

**34. SEVERANCE PAY**

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

**35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

**G: ORGANISATIONAL RIGHTS****36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

As per the provisions of clause 36 of Part 1 of this Agreement.

**37. TRADE UNION REPRESENTATION ON THE COUNCIL**

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

**38. SHOP STEWARDS' RIGHTS AND FACILITIES**

- 38.1 Each shop steward in an establishment covered by this Annexure shall be entitled to 10 days' paid leave for union activities per annum. Such leave shall not be accumulative or transferable.
- 38.2 In addition, each shop steward is entitled to a once-off five days' paid time off for information technology training.
- 38.3 In addition, each shop steward is entitled to a once-off two days' paid time off for HIV/AIDS awareness training.
- 38.4 In addition, one shop steward per plant shall be allocated a further once-off five days' paid training, if required by the trade union, for HIV/AIDS counsellor training.

- 38.5 All shop stewards of trade unions party to the Bargaining Council shall be granted access to a telephone, a fax machine, meeting facilities for Shop Steward Committee meetings, and a trade union office at the workplace. The parties shall meet at plant level to give appropriate effect to this.
- 38.6 Shop stewards at each workplace shall be granted three hours' paid time off for factory Shop Steward Committee Meetings each month.
- 38.7 Shop stewards' time off for Bargaining Council and SETA related meetings shall be paid for by the employer. This shall be limited to one shop steward per company, unless more is agreed by the company.
- 38.8 Each Shop Steward's Committee shall, at each company and by the 20th of each month, be provided with schedules reflecting the following details on request from the Senior Shop Steward:
  - 38.8.1 All employees in the bargaining unit (broken down by permanent workers, learnerships, and/or temporary workers);
  - 38.8.2 all non-union members.
- 38.9 Employers agree to grant 5 days paid leave to be used specifically by elected SACTWU office bearers, where SACTWU is the majority union at the establishment as follows:
  - 38.9.1 A maximum of one office bearer per establishment, unless otherwise provided for by the unions constitution.
  - 38.9.2 Where multiple office bearers are already elected from one establishment, the 5 days may be split between them.
  - 38.9.3 The company to be given 7 days written notice by the union for release of such an office bearer.

#### **H. GENERAL**

#### **39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT**

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

#### **40. EXEMPTIONS**

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

#### **41. ADMINISTRATION**

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

#### **42. DESIGNATED AGENTS**

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

#### **43. COUNCIL LEVIES**

As per the provisions of clause 43 of Part 1 of this Agreement.

#### **44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

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

#### **45. REGISTRATION OF EMPLOYERS AND EMPLOYEES**

As per the provisions of clause 45 of Part 1 of this Agreement.

#### **46. EXHIBITION OF AGREEMENT**

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

#### **47. DISPUTES**

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

#### **48. EXISTING AGREEMENTS**

48.1 As per the provisions of sub-clause 48.1 of Part 1 of this Agreement.

48.2 As per the provisions of sub-clause 48.2 of Part 1 of this Agreement.

48.3 As per the provisions of sub-clause 48.3 of Part 1 of this Agreement.

48.4 The parties have agreed that the mix of conditions may be amended by mutual agreement between them at plant level, provided that the individual components of the overall package are not less favourable than the Council minimum conditions and that the overall package is not reduced.

#### **49. OTHER CONDITIONS OF EMPLOYMENT**

All other conditions not amended by this agreement shall remain in full force and effect.

#### **50. FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

50.1 As per Part 1 of this Agreement.

- 50.2 Subject to the proviso in sub-clause 50.1, either party to the Council shall have the right to pursue protected industrial action, in the event of agreement not being reached after utilizing applicable procedures on any issue in negotiations between the parties on wages and other substantive issues.
- 50.3 Reference to negotiations in sub-clause 50.2 above shall mean negotiations as contemplated in sub-clause 50.1 above.
- 50.4 Section 65(3) of the Labour Relations Act, shall not render industrial action contemplated in sub-clauses 50.1 and 50.2 above to be unprocedural. On the contrary, it shall be deemed procedural, providing the other relevant provisions of the Labour Relations Act are complied with.
- 50.5 The provisions of this clause shall also be applicable to non-parties.
- 50.6 No industrial action shall be permitted on issues covered in any Council agreement during the effective period of such agreement, subject to the provisions of this clause.
- 51. DEFINITIONS**  
As per the provisions of Annexure A of Part 1 of this Agreement.
- 52. HIV/AIDS**  
As per the provisions of Clause 52 of Part 1 of this Agreement.
- 53. SKILLS DEVELOPMENT**  
As per the provisions of Clause 53 of Part 1 of this Agreement.
- 54. CODES OF GOOD PRACTICE**  
As per the provisions of Clause 54 of Part 1 of this Agreement.

## PART 2

### ANNEXURE L

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

##### A. APPLICATION

- 1. SCOPE OF APPLICATION**  
As per the provisions of clause 1 of Part 1 of this agreement.
- 2. PERIOD OF OPERATION**  
As per the provisions of clause 2 of Part 1 of this agreement.

##### B: REMUNERATION

- 3. MINIMUM WAGES**
- 3.1 As per the provisions of clause 3 of Part 1 of this Agreement.
- 3.2 Every employer must pay each employee a wage increase and a *minimum wage* that is not less than that detailed in sub-clause 3.2.1 below:
- 3.2.1 Each employer must pay employees an hourly increase for each grade, as follows:

**NARROW FABRICS:**

<b>GRADE</b>	<b>CURRENT HOURLY RATE</b>	<b>INCREASE PER HOUR</b>	<b>NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERA- TION OF THIS AGREE- MENT</b>
A1	R30.91	R2.11	R33.02
A2 0-3 months	R31.03	R2.11	R33.14
4-6 months	R31.12	R2.11	R33.23
Qualified	R31.26	R2.11	R33.37
A3	R31.57	R2.11	R33.68
B1 0-6 months	R31.80	R2.11	R33.91
7-12 months	R31.97	R2.11	R34.08
Qualified	R32.25	R2.11	R34.36
B2 0-6 months	R32.03	R2.11	R34.14
7-12 months	R32.28	R2.11	R34.39
Qualified	R32.47	R2.11	R34.58
B3 0-6 months	R33.12	R2.11	R35.23
7-12 months	R33.44	R2.11	R35.55
Qualified	R33.70	R2.11	R35.81
B4	R35.18	R2.11	R37.29

**CLOTHING ACCESSORIES**

<b>GRADE</b>	<b>CURRENT HOURLY RATE</b>	<b>INCREASE PER HOUR</b>	<b>NEW HOURLY RATE WITH EFFECT FROM THE COMING IN- TO OPERATION OF THIS AGREEMENT</b>
A1	R28.83	R2.11	R30.94
A2	R29.18	R2.11	R31.29
A3	R29.46	R2.11	R31.57
B1	R30.03	R2.11	R32.14
B2	R30.23	R2.11	R32.34

B3	R31.31	R2.11	R33.42
B4	R32.71	R2.11	R34.82
B5	R34.34	R2.11	R36.45

**BRAIDING:**

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
A1	R22.37	R2.11	R24.48
A2	R22.50	R2.11	R24.61
A3	R23.03	R2.11	R25.14
B2	R23.59	R2.11	R25.70
B5	R24.43	R2.11	R26.54

3.3 Sub-clause 3.3 of Part 1 of this Agreement is not applicable in this sub-sector

3.4 New employee's 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	Normally hourly gazetted rate

3.5 In terms of this provision, no employee will be paid less than the National Minimum Wage as declared and promulgated in law.

3.6 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.

3.7 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.

			<u>GRADES</u> <u>AND JOB</u> <u>TITLES</u> <u>FOR</u> <u>NAR-</u> <u>ROW</u> <u>FABRICS</u>
GRADE 1	(A1)	GENERAL WORKER LABOURER SORTER VAN GUARD WATCHMAN	<u>GRADES</u> <u>AND JOB</u> <u>TITLES</u> <u>FOR</u> <u>CLOTH-</u> <u>ING AC-</u> <u>CESSO-</u> <u>RIES</u>
GRADE 2	(A2)	ROLLER/SPOOLER/CASCADER/MAKE-UP WORKER/STRIP ROLLER LABEL CUTTER FINISHER DESPATCH PACKER / EXPEDITOR FEEDER PRE-INSPECTOR / EXAMINER KNOTTER DOFFER/CREEL ATTENDANT ASSITANT WARPER ASSITANT WINDER	
GRADE 3	(A3)	FACTORY CLERK MECHANICS ASSITANT	
GRADE 4	(B1)	WARPER WINDER ASSISTANT QUALITYCONTROLLER ASSITANT LOOM TUNER LABORATORY ASSIT ASSITANT WEAVING MACHINE OPERATOR	
GRADE 5	(B2)	KNITTING MACHINE OPERATOR WEAVING MACHINE OPERATOR DYEHOUSE OPERATOR COVERING/TEXTURISING MACHINE OPERATOR DRIVER DYER'S ASSIT HANDYMAN CLERK NARROW FABRIC AND/OR LABEL PRINTER ULTRASONIC SLITTER	
GRADE 6	(B3)	LOOM CHANGER/TUNER/MACHINE SETTER/GAITER QUALITY CONTROLLER PLANNING CLERK STOREMAN	
GRADE 7	(B4)	MECHANIC SHIFT DYER	
GRADE 8	(B5)	SUPERVISOR	
GRADE 1	A1	GENERAL WORKER LABOURER SORTER VAN GUARD WATCHMAN	
GRADE 2	A2	ROLLER/SPOOLER/CASCADER/MAKE-UP WORKER/STRIP ROLLER LABEL CUTTER FINISHER DESPATCH PACKER / EXPEDITOR FEEDER PRE-INSPECTOR/EXAMINER	

		TABLE HAND SINGLE SET STITCHER BOW MAKER CROSS CUTTER WINDER
GRADE 3	A3	FACTORY CLERK MECHANICS ASSISTANT DOUBLE SET STITCHER BLOCKS AND RUBBER PRINTER DIGITAL
GRADE 4	(B1)	LABORATORY ASSISTANT FABRIC CUTTER / FABRIC STITCHER / MANUAL CUTTER / AUTO CUTTER SLOTTER BIAS MACHINE OPERATOR EMBROIDERY SAMPLER EMBROIDERY MACHINE MINDER HOOK AND EYE OPERATOR
GRADE 5	(B2)	DRIVER HANDYMAN CLERK SET LEADER SAMPLER EMBROIDERY FIXER EMBROIDERY BADGE CUTTER
GRADE 6	(B3)	QUALITY CONTROLLER PLANNER/PLANNING CLERK STOREMAN EMBROIDERY MACHINE SETTER MACHINE SETTER SAMPLE HAND
GRADE 7	(B4)	MECHANIC ARTIST
GRADE 8	(B5)	SUPERVISOR PLATEMAKER SCREEN MAKER / PLATE

**GRADES AND JOB TITLES FOR BRAIDING**

GRADE 1	(A1)	GENERAL WORKER / CLEANER LABOURER PACKER WORKSHOP ASSISTANT
GRADE 2	(A2)	BRAIDER WINDER TIPPER / ROLLER / SPOOLER / CASCADE / MAKE-UP WORKER / STRIP ROLLER TWISTER
GRADE 3	(A3)	DISPATCH CLERK SETTER / MECHANIC ASSISTANT STORE KEEPER FACTORY CLERK
GRADE 5	(B2)	TEAM LEADER DRIVER
GRADE 8	(B5)	SUPERVISOR

**THE DEFINITION OF THE VARIOUS JOB TITLES IS AS FOLLOWS:****ARTIST**

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

**ASSISTANT LOOM TUNER**

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

**ASSISTANT QUALITY CONTROLLER**

means an employee engaged in assisting the quality controller.

**ASSISTANT WARPER**

means an employee who assists a warper.

**ASSISTANT WEAVING MACHINE OPERATOR**

means an employee engaged in assisting the weaving machine operator.

**ASSISTANT WINDER**

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

**AUTOMATIC CUTTER**

means an employee who operates an automatic cutting machine.

**BIAS MACHINE OPERATOR**

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

**BLOCKS AND RUBBER**

means an employee who prepares, moulds, checks and correct info on rubbers.

**BOW MAKER**

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

**BRAIDER**

Means an employee engaged in operating and loading braiding machine bobbins

**CASCADE – SEE ROLLER****CLEANER - SEE GENERAL WORKER****CLERK**

means an employee who is engaged in:

- (a) writing, typing and filing;
  - (b) operating a calculating, or a punch card machine, or a computer;
  - (c) any other form of clerical work;
- and includes a cashier, dispatch clerk, mannequin, storeman, telephone switchboard operator and work study clerk but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work.

**COVERING/TEXTURISING MACHINE OPERATOR**

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

**CREEL / DOFFER ATTENDANT**

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

**CROSS CUTTER**

means an employee who operates a cross cutting machine.

**DESPATCH CLERK (Braiding)**

See Factory clerk

**DESPATCH PACKER**

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

**DOFFER/CREEL ATTENDANT**

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

**DOUBLE SET STITCHER**

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

**DRIVER**

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

**DYEHOUSE OPERATOR**

means an employee who operates a dye house machine.

**DYER'S ASSISTANT**

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

**EMBROIDERY BADGE CUTTER**

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

**EMBROIDERY FIXER**

means an employee who operates a single needle embroidery machine and repairs any damages.

**EMBROIDERY MACHINE MINDER**

means an employee who operates an embroidery machine.

**EMBROIDERY MACHINE SETTER**

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

**EMBROIDERY SAMPLER**

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

**EXPEDITOR / DISPATCH PACKER**

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

**FABRIC CUTTER / AUTO CUTTER / MANUAL CUTTER**

means an employee who operates a circular blade cutting machine.

**FABRIC STITCHER**

means an employee who operates an overlock sewing machine.

**FACTORY CLERK**

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

- (a) calculating piece - work or bonus payments from production schedules;
- (b) checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by another employee;
- (c) checking or recording for production control;
- (d) copying invoices or other documents by machine or hand;
- (e) issuing machine parts, tools, oil and other equipment from workshop store and/or recording same;
- (f) issuing material, lining, canvas, trimming, buttons, cotton and zips to different departments of an establishment and/or recording same;

- (g) issuing trimming, lining, cotton and zips to employees of an establishment from a sub-store and/or recording same;
- (h) receiving into stock, goods, material, trimming, tools and other equipment and checking goods ordered such as quantity, size and quality.
- (i) recording particulars of materials or general stores consumed or to be consumed or keeping stock records;
- (j) recording particulars of waste;
- (k) perform cardex functions.

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

#### **FEEDER**

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

#### **FINISHER**

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

#### **GAITER SEE LOOM CHANGER / TUNER / MACHINE SETTER / GAITER**

#### **GENERAL WORKER**

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

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

#### **HANDYMAN**

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

#### **HOOK AND EYE OPERATOR**

means an employee operating one or more of hook and eye machines.

#### **KNITTING MACHINE OPERATOR**

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

#### **KNOTTER**

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

#### **LABEL CUTTER**

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

#### **LABORATORY ASSISTANT**

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

#### **LABOURER**

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

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

**LOOM CHANGER / TUNER / MACHINE SETTER / GAITER**

Means an employee engaged in drawing in loom according to specification, placing heels, drop-pers and final setting of the machine.

**MACHINE SETTER**

Means an employee engaged in drawing in loom according to specification, placing heels, drop-pers and final setting of the machine.

**MANUAL CUTTER**

means an employee who operates a manual cutting machine

**MECHANIC**

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

**MECHANICS ASSIT**

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

**MECHANICS ASSIT / SETTER**

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

**ULTRASONIC SLITTER**

means an employee that ultrasonically slits woven labels.

**NARROW FABRIC + LABEL PRINTER**

means an employee who operates a printing machine that prints on narrow woven fabric or narrow woven labels.

**PACKER**

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

- a. bagging of trimmings;
- b. packing trims into boxes or other suitable wrapping;
- c. assembling trims into bundels before them being sent to dispatch;
- d. sorting of trims.

**PLANNING CLERK / PLANNER**

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

**PLATEMAKER**

means an employee who prepares art files for production and processing.

**PRE-INSPECTOR / EXAMINER**

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

**PRINTER DIGITAL**

means an employee engaged in digital printing on any substrate.

**PRINTER NARROW FABRIC / LABEL**

means an employee who operates a printing machine that prints on narrow woven fabric or narrow woven labels.

**PRINTER CUTTER / PRINTER SCREEN/ PRINTER ROTARY/ PRINTER FLEXO**

means an employee who operates a printing machine on various substrates.

**QUALITY CONTROLLER**

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

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

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

**SAMPLE HAND**

means an employee who gets a sample direct or indirectly from the customer and then gets the concept developed on narrow weaving looms.

**SCREEN MAKER / PLATE**

means an employee that prepares art files for production and processing.

**SET LEADER**

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

**SETTERS (MECH ASSIST)**

means an employee engaged in adjusting and setting tension springs and gears on a braiding machine

**SHIFT DYER**

means an employee who carries the responsibility for the technical aspects and efficiencies in the dye house. Trains and guides dye house operators and assistants.

**SINGLE SET STITCHER**

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

**SORTER**

Means an employee engaged in sorting out for various operations.

**STITCHER**

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

**STORE KEEPER**

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

**STOREMAN**

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

**STRIP ROLLER**

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

**SUPERVISOR**

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

**TABLE HAND**

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

**TEA MAKER / SEE GENERAL WORKER****TEAM LEADER**

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

**TIPPER**

means an employee engaged in operating a manual or automatic tipping machine.

**TWISTER**

means an employee engaged in the operating and loading of a twisting machine.

**VAN GUARD**

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

**WARPER**

means an employee who prepares warps from cones or bobbins for a warp Knitting or similar machine and prepares the beam.

**WARPER ASSISTANT**

means an employee who preparing warps from cones or bobbins.

**WATCHMAN**

Means an employee engaged in guarding premises, building or other property.

**WEAVING MACHINE OPERATOR**

means an employee operating one or a set of weaving machines and capable of identifying faults, changing needles, and making minor adjustments to such items as yarn tensions when necessary.

**WINDER**

Means an employee engaged in operating a yarn winding machine.

**WORKSHOP ASSISTANT**

Means an employee in assembling, oiling, cleaning, carrier stripping and other minor stripping of machines and / or machine parts.

**4. CALCULATION OF WAGES**

As per the provisions of clause 4 of Part 1 of this Agreement.

**5. SHIFT ALLOWANCE**

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

An employer must pay a night shift allowance to each employee who works a shift or part of a shift between 18:00 and 6:00. The night shift allowance is calculated at 10 per cent of the basic hourly rate for the shift or part of the shift worked between 18:00 and 06:00.

**6. LONG SERVICE AWARD**

6.1 Every employer must pay each employee a long service award in addition to the wage prescribed in clause 3 above.

6.2 The long service award is –

- (a) R1-00 per week for each completed year of service; and
- (b) the weekly service award amounts will accrue towards a payment in January of each year with payout one week prior to returning to work from leave.

**7. ANNUAL BONUS**

7.1 Every employer must pay each employee an annual bonus of 5.0% of his/her gross annual earnings calculated in terms of sub-clause 7.2 (below) prior to the annual shutdown and no later than a week before Christmas Day.

7.2 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.

7.3 If an employee starts employment on or after 1 November, that employee is entitled to a pro rata amount of the annual bonus for the period worked up to 31 October.

7.4 An employee whose employment is terminated –

- (a) before 1 November is not entitled to any annual bonus; or
- (b) on or after 1 November, must be paid the annual bonus on the date of termination.

**8. CHANGE IN OCCUPATION**

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

**9. TEMPORARY EMPLOYEES**

9.1 As per provision of sub-clause 9.1 of Part 1 of this Agreement

9.2 As per provision of sub-clause 9.2 of Part 1 of this Agreement

9.3 All employers are to comply with Section 198 (B) of the Labour Relations Act [as amended].

**10. DEDUCTIONS**

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

**11. PAYMENT OF REMUNERATION**

The provisions of clause 11 of Part 1 of this Agreement shall apply, subject to the following:

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

11.2 As per the provisions of sub-clause 11.2 of Part 1 of this agreement, subject to the following addition:

11.2.3 by bank deposit; or to a registered financial institution.”

- 11.3 As per the provisions of sub-clause 11.3 of Part 1 of this Agreement.
- 11.4 As per the provisions of sub-clause 11.4 of Part 1 of this Agreement, subject to the following addition:
  - "11.4.2 in respect of weekly paid employees, within eight days of the week worked; or"
- 11.5 As per the provisions of sub-clause 11.5 of Part 1 of this Agreement.

## 12. INSURANCE OF REMUNERATION

As per the provisions of clause 12 of Part 1 of this Agreement.

## C: HOURS OF WORK

### 13. ORDINARY HOURS OF WORK

The provisions of clause 13 of Part 1 of this Agreement shall apply, subject to the following:

- 13.1 An employer may not require or permit an employee, other than a security guard, to work more than—
  - 13.1.1 44 ordinary hours in a week; and
  - 13.1.2 as per the provisions of sub-clause 13.1.2 of Part 1 of this Agreement;
  - 13.1.3 nine ordinary hours in a day if the employee works five days in a week.
- 13.2 As per the provisions of sub-clause 13.2 of Part 1 of this Agreement.
- 13.3 An employer may not require or permit a security guard to work more than the hours specified in the Basic Conditions of Employment Act, 1997 [as amended].

### 14. OVERTIME

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

- 14.1 As per the provisions of sub-clause 14.1 of Part 1 of this Agreement.
- 14.2 As per the provisions of sub-clause 14.2 of Part 1 of this Agreement.
- 14.3 As per the provisions of sub-clause 14.3 of Part 1 of this Agreement.
- 14.4 As per the provisions of sub-clause 14.4 of Part 1 of this Agreement.
- 14.5 Aggregation of overtime:
  - 14.5.1 Employees shall only qualify for the payment of overtime rates, once they have worked their full normal weekly hours of work for an applicable pay week.
  - 14.5.2 All absenteeism shall be taken into account for the purpose of calculating the total normal weekly hours worked by an employee.
  - 14.5.3 The provisions of this clause shall not apply to annual leave, protected industrial actions, public holidays, short time, maternity leave, family responsibility leave and authorized shop stewards' time-off.

### 15. MEAL AND OTHER INTERVALS

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

- 15.1 As per the provisions of sub-clause 15.1 of Part 1 of this Agreement.
- 15.2 As per the provisions of sub-clause 15.2 of Part 1 of this Agreement.
- 15.3 As per the provisions of sub-clause 15.3 of Part 1 of this Agreement.
- 15.4 As per the provisions of sub-clause 15.4 of Part 1 of this Agreement.
- 15.5 As per the provisions of sub-clause 15.5 of Part 1 of this Agreement.
- 15.6 As per the provisions of sub-clause 15.6 of Part 1 of this Agreement.
- 15.7 As per the provisions of sub-clause 15.7 of Part 1 of this Agreement.
- 15.8 Every employee must be given at least two 10-minute rest breaks per shift, the first in approximately the middle of the first period of work and the second in approximately the middle of the second period of work. These rest breaks are part of ordinary time.
- 15.9 The 20 minutes allocated for the rest breaks referred to in sub-clause 15.8 may be—
  - 15.9.1 added to the meal interval if less than 40 minutes; or
  - 15.9.2 used to permit employees to leave work before the termination of the working day, without loss of pay; or
  - 15.9.3 used for both 15.9.1 and 15.9.2.

### 16. PUBLIC HOLIDAYS

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

- 16.1 An employer may not require or permit employees, apart from security guards and guards, to work on a public holiday except in accordance with an agreement.
- 16.2 Public Holidays will be as per the Public Holidays Act, 1994 [as amended].
- 16.3 As per the provisions of sub-clause 16.3 of a Part 1 of this Agreement.
- 16.4 If a public holiday falls on a Sunday, the following Monday must be a public holiday.
- 16.5 If a public holiday falls on a day in which an employee would ordinarily work and an employee does not work on this public holiday, an employer must pay an employee his/her basic daily wage for that public holiday.
- 16.6 If an employee works less than 4 hours on a public holiday then the employer must pay that employee his/her basic daily wage, plus a basic hourly rate for 4 hours.
- 16.7 If an employee works for longer than 4 hours on a public holiday, then the employer must pay that employee at double his or her normal daily rate, or double the hourly rate for the hours worked, whichever is the greater.
- 16.8 If the Day of Reconciliation falls on a Saturday, an employer of an employee who works five days a week must pay that employee an additional day's wage for that week. The day's wage is the basic daily wage.
- 16.9 If an employer chooses to shut down on any religious holiday then the employees must be paid as if they had worked on that day.
- 16.10 An employee may take paid leave of one hour on 18 July each year for a general meeting at the time and place agreed between the employer and the trade union representatives at the work-place.
- 16.11 An employee who absents himself/herself from work on any ordinary working day immediately preceding and/or immediately following any public holiday, shall not be paid for such public holiday unless such absence is on account of medically certified sickness or a protected strike.

## 17. SUNDAYS

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

- 17.1 If an employee works less than four hours on a Sunday, then the employer must pay that employee his/her basic daily wage.
- 17.2 If an employee works for longer than four hours on a Sunday, then the employer must pay that employee either—
  - (a) the greater of double the basic hourly rate for the time worked or double the basic daily wage; or
  - (b) 1,333 times the basic hourly rate for the time worked, and any night-shift allowance, and grant that employee one day off work in the next week.
- 17.3 Sub-clause 17.3 of Part 1 of this Agreement is not applicable on this subsector.

## 18. SHORT TIME

- 18.1 The purpose of short time is to meet the operational requirements of the particular plant.
- 18.2 Notification of short time will be preceded by a consultation process between the management and shop stewards at the particular plant. This process will include—
  - 18.2.1 discussing the need for short time; and
  - 18.2.2 the implementation of short time; and
  - 18.2.3 minimizing the impact of the proposed short time.
- 18.3 An employer may for production requirements reduce the number of ordinary hours in a day or a week on 48 hours' notice to employees. In the case of *Force Majeure* short-time (short-time as a result of e.g. "Acts of God", elements of nature, power and water outages) employers to give 2 hours' notice to employees after consultation.
- 18.4 If the employer fails to give the requisite 48 hours' notice or the requisite 2 hours notice after consultation, it must pay the employee in lieu of the required notice.
- 18.5 Irrespective of the number of hours worked, an employer must pay each employee working short time at least half of that employee's basic weekly wage.
- 18.6 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.

**19. EXCEPTIONS**

As per the provisions of clause 19 of Part 1 of this Agreement.

**D: LEAVE****20. ANNUAL LEAVE**

The provisions of clause 20 of Part 1 of this Agreement shall apply, subject to the following:

- 20.1 As per the provisions of sub-clause 20.1 of Part 1 of this Agreement.
- 20.2 As per the provisions of sub-clause 20.2 of Part 1 of this Agreement.
- 20.3 As per the provisions of sub-clause 20.3 of Part 1 of this Agreement.
- 20.4 As per the provisions of sub-clause 20.4 of Part 1 of this Agreement.
- 20.5 As per the provisions of sub-clause 20.5 of Part 1 of this Agreement.
- 20.6 As per the provisions of sub-clause 20.6 of Part 1 of this Agreement.
- 20.7 As per the provisions of sub-clause 20.7 of Part 1 of this Agreement.
- 20.8 As per the provisions of sub-clause 20.8 of Part 1 of this Agreement.
- 20.9 As per the provisions of sub-clause 20.9 of Part 1 of this Agreement.
- 20.10 As per the provisions of sub-clause 20.10 of Part 1 of this Agreement.
- 20.11 As per the provisions of sub-clause 20.11 of Part 1 of this Agreement, subject to the following
  - 20.11.1 As per the provisions of sub-clause 20.11.1 of Part 1 of this Agreement.

**21. SICK LEAVE**

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

- 21.1 As per the provisions of sub-clause 21.1 of Part 1 of this Agreement.
- 21.2 As per the provisions of sub-clause 21.2 of Part 1 of this Agreement.
- 21.3 Subject to section 23 of the Basic Conditions of Employment Act [as amended], an employer must pay an employee of a day's sick leave—
  - 21.3.1 the wage the employee would ordinarily have received for work on that day; and
  - 21.3.2 on the employee's usual pay day.
- 21.4 As per the provisions of sub-clause 21.4 of Part 1 of this Agreement subject to the following addition:
  - 21.4.1 As per the provisions of sub-clause 21.4.1 of Part 1 of this Agreement.
  - 21.4.2 As per the provisions of sub-clause 21.4.2 of Part 1 of this Agreement.
  - 21.4.3 As per the provisions of sub-clause 22.4.3 of Part 1 of this Agreement.
  - 21.4.4 To a temporary employee who works less than 24 hours per month.
- 21.5 During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause 21.2 of Part 1 of this Agreement, by the number of days' sick leave taken in terms of sub-clause 21.2 of Part 1 of this Agreement.
- 21.6 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this clause if—
  - 21.6.1 the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
  - 21.6.2 the employee's entitlement to pay—
    - 21.6.2.1 for any day's sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
    - 21.6.2.2 for sick leave over the sick-leave cycle is at least equivalent to the employee's entitlement in terms of sub-clause 21.2 of Part 1 of this Agreement.

**22. MATERNITY LEAVE**

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

- 22.1 An employee is entitled to at least four consecutive months' maternity leave. Every female employee who has worked for at least 12 months for an employer is eligible for paid maternity leave in terms of this Agreement.

- 22.2 An employer may not require or permit a female employee to work four weeks before the expected date of birth and before eight weeks after the birth.
- 22.3 An employee may take maternity leave for longer than the compulsory period of leave up to a maximum of six months. Any annual leave due to the employee must be taken as part of that extended leave.
- 22.4 Employers must pay employees 33% of their basic weekly wage for four months. The remaining two months is unpaid.
- 22.5 Employers must pay both the employee's and the employer's contributions to any provident and medical aid funds to which the employee belongs for up to four months.
- 22.6 Maternity leave does not constitute a break in service.
- 22.7 Benefits such as annual leave, sick leave and annual bonus do not accumulate during maternity leave.
- 22.8 An employee must apply in writing for maternity leave at least one month before going on such leave.
- 22.9 Each employer must guarantee the re-employment of the employee after the expiry of the maternity leave unless she has been selected for retrenchment on criteria agreed to between the employer and the trade union party to this Agreement.
- 22.10 The employer may hire an employee on a temporary basis to fill the employee's post until the employee returns. The trade union will not challenge the fairness of the termination of service of the temporary employee as a consequence of this section.
- 22.11 If the employee returns before the expiry of the six month period, the employer must re-employ her at the same job grade and rate of pay she enjoyed immediately before she went on maternity leave. If the rate of pay increased while she was on leave, she must receive the increased rate.
- 22.12 If the employer is unable to employ her at the same job grade, the employer may employ her in a temporary position in a different job grade at her previous rate of pay or the rate for the temporary position, whichever is the greatest.
- 22.13 An employee wishing to return to work must give her employer 1 month's notice of her recommencement of work and provide her employer with a medical certificate indicating that she is fit to work.

### **23. PARENTAL LEAVE**

As per the provisions of clause 23 of Part 1 of this Agreement.

### **24. ADOPTION LEAVE**

As per the provisions of clause 24 of Part 1 of this Agreement.

### **25. COMMISSIONING PARENT LEAVE**

As per the provisions of Clause 25 of Part 1 of this Agreement.

### **26. FAMILY RESPONSIBILITY LEAVE**

The following provisions on Family Responsibility Leave are applicable in this sub-sector:

- 26.1 An employee, who has been in the same company's employ for at least 12 months and who works for the company for at least four days a week, is entitled to three days paid family responsibility leave a year.
- 26.2 This leave will be granted (if requested) when:
  - 26.2.1 A male employee's child is born.
  - 26.2.2 A spouse or life partner, parent, parent-in-law, adoptive parent, grandparent, child, adopted child, grandchild or sibling dies.
  - 26.2.3 The employee's minor child and or dependent child and/or parents and/or spouse / life partner are ill; and
    - (a) minor child is defined as a child under 18 years old,
    - (b) dependant child: is a child who is in the custody of the parent, totally financially and emotionally dependant on the parent. Proof in the form of an affidavit and ID must be submitted indicating that the child is a dependent child
    - (c) 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;

- (d) 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
- 26.3 Family responsibility leave may be taken for a whole day or part of a day. Before granting this leave, reasonable proof of the event for which the leave is required must be furnished. It is non-accumulative and any unused entitlement lapses at the end of the calendar year.
- 26.4 Requests for family responsibility leave for time off to attend to a child's (under the age of 13 years old) first day of school (Grade 1) will be dealt with at plant level
- 26.5 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.

## **E: EMPLOYEE BENEFITS**

### **27. RETIREMENT FUND**

- 27.1 As per the provisions of sub-clause 27.1 of Part 1 of this Agreement.
- 27.2 Every employee must contribute at least 6,5% of the employee's basic weekly wage and every employer must contribute 6,5% of each employee's basic weekly wage.

### **28. BURSARY SCHEME**

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

### **29. FUNERAL BENEFITS**

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

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

### **30. PERSONAL PROTECTIVE EQUIPMENT**

As per the provisions of clause 30 of Part 1 of this Agreement.

### **31. SACTWU HIV/AIDS PROJECT**

The provisions of clause 31 of Part 1 of this Agreement shall apply, subject to the following additions:

- 31.1 A levy of R1.00 per week per employee shall be payable only by the employers and not by the employees.
- 31.2 All employees covered by this Agreement will be allowed two (2) hours' paid time off on a once-off basis for the purposes of HIV/AIDS awareness training, conducted by Sactwu HIV/AIDS Project. Such training shall be conducted at the plant and attendance is voluntary.
- 31.3 One shop steward per plant will be granted a once-off five (5) days' paid time off for HIV/AIDS counsellor training if required by Sactwu. Request for a worker other than a shop steward can be made to the trade union.

- 31.4 All Employers shall grant each employee 30 minutes paid time off on World Aids Day (1 December) to commemorate the day and participate in awareness activities arranged by the union. Details of the program to be agreed to at plant level.
- 31.5 Subject to an agreement at plant level, an additional half an hour paid extension of the normal lunch break may be taken on 01 December of each year in the event of an HIV/AIDS specific campaign taking place in the workplace on this day.

## **32. REGISTERED LEARNERSHIPS**

The provisions of clause 32 of Part 1 of this Agreement are not applicable in this subsector.

## **F: TERMINATION OF CONTRACT OF EMPLOYMENT**

### **33. TERMINATION OF CONTRACT OF EMPLOYMENT**

- 33.1 An employer or employee who wants to terminate the contract of employment during the first four weeks of employment must give—  
 (a) at least 24 hours' notice; or  
 (b) the basic daily wage.
- 33.2 An employer or employee who wants to terminate the contract of employment after the first four weeks of employment must give—  
 (a) at least one week's written notice; or  
 (b) the basic weekly wage.
- 33.3 Clause 33.3 of Part 1 of this Agreement is not applicable in this subsector.
- 33.4 Notice of termination must—  
 (a) be given in writing unless the employee does not understand the employer's language or is illiterate;  
 (b) not be given during any period of leave.
- 33.5 Clause 33.5 of Part 1 of this Agreement is not applicable in this sub-sector.
- 33.6 As per the provisions of clause 33.6 of Part 1 of this Agreement.
- 33.7 As per the provisions of clause 33.7 of Part 1 of this Agreement.

## **34. SEVERANCE PAY**

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

## **35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

## **G: ORGANISATIONAL RIGHTS**

### **36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

The provisions of clause 36 of Part 1 of this Agreement shall apply, subject to the following:

- 36.1 Any employee who is a member of the trade union party to this Agreement may authorise the employer in writing to deduct subscriptions or levies of the trade union from the employee's wages.
- 36.2 As per the provisions of sub-clause 36.2 of Part 1 of this Agreement.
- 36.3 As per the provisions of sub-clause 36.3 of Part 1 of this Agreement.
- 36.4 An employee may revoke an authorisation given in terms of sub-clause 36.1 of Annexure C of Part 2 of this Agreement by giving the employer and the trade union one month's written notice.
- 36.5 As per the provisions of sub-clause 36.5 of Part 1 of this Agreement.

### **37. TRADE UNION REPRESENTATION ON THE COUNCIL**

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

### **38. SHOP STEWARDS RIGHTS AND FACILITIES**

The provisions of clause 38 of Part 1 of this Agreement shall apply, subject to the following:

- 38.1 As per the provisions of sub-clause 38.1 of this Agreement
- 38.2 As per the provisions of sub-clause 38.2 of this Agreement

- 38.3 As per the provisions of sub-clause 38.3 of this Agreement
- 38.4 Each shop steward shall be entitled to nine (9) 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 recognised shop stewards in the plant, subject to existing rules agreed to by the parties governing shop stewards time off and also contained in this subsector schedule.
- 38.5 Five (5) days paid leave shall be granted once off to each recognized shop steward per company for the purposes of Information and Communication Technology (ICT) training. The union undertakes to execute such training at a rate of only one (1) recognized shop steward per annum, to a maximum of seven (7) recognized shop stewards per company over a period of seven (7) years.  
The provisions of this clause shall not apply to shop stewards elected to fill a vacancy, unless the person whose vacancy is being filled has not yet undergone such training.  
Shop stewards who have previously undergone ICT training in terms of this clause will not be eligible for such training.
- 38.6 Each shop steward committee shall be provided with a schedule reflecting a list of names of bargaining unit employees who are members of the trade union on request and reasonable notice from the senior shop steward at the company. Where possible, the schedule will have a breakdown of permanent, contract and learnership employees.
- 38.7 Recognised shop stewards at all establishments shall be granted email and Internet facilities, where these facilities are available, to enable them to carry out their legitimate trade-union duties. Necessary prior permission for the use of such facilities shall be obtained from the management of each individual company.
- 38.8 Time – off for shop stewards will exclude time-off for collective bargaining matters only.

## H: GENERAL

### 39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT

- 39.1 No person may take part in a strike or lock out or any conduct in contemplation or furtherance of a strike or lock out in respect of any dispute about—  
*the interpretation or application, including enforcement, of this Agreement; or*  
*the alteration of any of the provisions of this Agreement.*
- 39.2 Notwithstanding the provisions of sub-clause 39.1 of Part 2 of this Agreement, strikes and lock outs in respect of disputes about the alteration of provisions in the Wage Schedules in Annexure C of Part 2 of this Agreement are permitted after the operative days referred to in those Schedules.

### 40. EXEMPTIONS

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

### 41. ADMINISTRATION

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

### 42. DESIGNATED AGENTS

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

### 43. COUNCIL LEVIES

As per the provisions of clause 43 of Part 1 of this Agreement.

### 44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL

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

### 45. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- 45.1 Every new employer entering the industry must within one month from the start of business send the following particulars to the Secretary of the Council:
- (a) The employer's name and address;
  - (b) the business name and address;

- (c) the date of the start of the business;
  - (d) the subsector of operation within the Industry;
  - (e) a copy of any piece-work rates;
  - (f) whether approval or exemption is required in relation to a Sick Benefit Fund or any Provident Fund.
- 45.2 If the employer is a partnership or a company then the employer must also send information—
- (a) disclosing the title under which the partnership or company operates; and
  - (b) the names and business addresses of any proprietors, partners, directors, human resource managers and company secretaries.
- 45.3 The Secretary of the Council must keep a register of—
- (a) employers;
  - (b) partnerships; and
  - (c) companies
- 46. EXHIBITION OF AGREEMENT**  
As per the provisions of clause 46 of Part 1 of this Agreement.
- 47. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF AGREEMENT**  
As per the provisions of Annexure B of Part 1 of this Agreement.
- 48. EXISTING AGREEMENTS**  
As per the provisions of clause 48 of Part 1 of this Agreement.
- 49. OTHER CONDITIONS OF EMPLOYMENT**
- 49.1 **Industry Protection Fund:** All employers shall pay an amount of **R0.50** (fifty cents) per *bargaining unit* employee per week to the Union's Industry Protection Fund. This contribution shall be paid annually and directly to the Union, in a lump sum, by no later than 31 January each year, calculated on the number of employees in employ as at 30 November in the previous year.
- 49.2 **Retailer information:** The employers agree to assist the union with regard to information on retailers where the union requests such information and the company is in a position to assist with the request.
- 49.3 The parties further agree that the provisions of all previous agreements not explicitly amended by *this Agreement*, shall remain in full force and effect, until otherwise agreed by the parties bound by this agreement in law. Nothing in *this Agreement* shall be interpreted to mean downward variation in any condition of employment.
- 49.5. Temporary Employment Services (Labour Brokers) and employers are jointly and several liable with regards to non-compliance in terms of the wage schedules and conditions of employment applicable to this sub-sector.**
- 49.5.1 The parties agree that Labour Brokers are limited to only being able to provide services in respect of non-core operations, in occupations such as Drivers, Van Guards, Cleaners, General Workers, Labourers, Security Staff, PA's, Receptionists, all Clerical/Administrative staff, Technical Personell, Engineering staff and Handeymen for a period of time not exceeding 6 months.**
- 49.6 Employers are encouraged but not legally bound to participate in the Department of Labour's voluntary "Training Layoff Scheme" as an alternative to extended short time or retrenchment.
- 49.7 The broad principle of an Industrial Training Facility is agreed to for the purpose of developing skills that can be utilized in the Woven, Crochet and Knitted Narrow Fabric Sub Sector provided that it is funded from existing skills levy contributions. This initiative shall not dictate to the allocation or spread of training with a workplace.
- 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.
- 50. FREQUENCY OF NEGOTIATIONS**
- 50.1 Sub-clause 50.1 of Part 1 of this Agreement is not applicable in this subsector.
- 50.2 Sub-clause 50.2 of Part 1 of this Agreement is not applicable in this subsector.
- 50.3 Sub-clause 50.3 of Part 1 of this Agreement is not applicable in this subsector.
- 50.4 Sub-clause 50.4 of Part 1 of this Agreement is not applicable in this subsector.

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

#### 51. DEFINITIONS

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

"bargaining unit" means all employees (weekly and monthly paid) who fall within the sectoral scope of the Woven and Crochet subsector as defined by sub-clauses 1.1 and 1.2 of Annexure C of Part 2 and for whom wages are prescribed in Annexure C of Part 2 of this Agreement.

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

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

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

#### 52. HIV/AIDS

As per the provisions of Clause 52 of Part 1 of this Agreement.

#### 53. SKILLS DEVELOPMENT

As per the provisions of Clause 53 of Part 1 of this Agreement.

#### 54. CODES OF GOOD PRACTICE

As per the provisions of Clause 54 of Part 1 of this Agreement.

**SIGNED IN DURBAN ON THIS 22 DAY OF JULY 2019, FOR AND ON BEHALF OF THE FOLLOWING EMPLOYERS' ORGANISATIONS:**

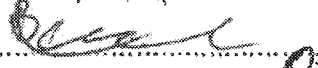
1. South African Blankets Manufacturers Employers' Organisation (SABMEO)
2. South African Carpet Manufacturing Employers' Association (SACMEA)
3. South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)
4. National Manufactured Fibres Employers' Association (NMFEA)
5. South African Wool and Mohair Processors' Employers' Organisation (SAWAMPEO)
6. National Association of Worsted Textile Manufacturers (NAWTM)
7. South African Cotton Textile Processing Employers' Association (SACTPEA)
8. Narrow Fabric Manufacturers' Association (NFMA)
9. National Textile Manufacturers' Association (NTMA)
10. Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOSA)

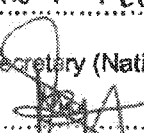
AND

SIGNED IN DURBAN ON THIS 22 DAY OF JULY 2019, FOR AND ON BEHALF OF  
THE FOLLOWING TRADE UNION/S:

1. Southern African Clothing & Textile Workers' Union (SACTWU)

As duly designated and authorised, signed by:

1. Signatory Name: Bonita Louxer.....(print)  
Signatory Designation: Chairperson (National Textile Bargaining Council)  
Signatory signature: .....

2. Witness name: GANABAN P. PILLAY.....(print)  
Witness Designation: Secretary (National Textile Bargaining Council)  
Witness signature: .....

## NATIONAL TREASURY

NO. 1138

06 SEPTEMBER 2019

# Call for nominations

## Members of the Board of the Ombud Council

Chapter 14 of the Financial Sector Regulation Act (FSR Act) establishes the Ombud Council as a juristic entity to assist in ensuring that financial customers have access to, and are able to use affordable, effective, independent and fair alternative dispute resolution processes for complaints about financial institutions in relation to financial products, financial services and services provided by market infrastructures.

The Ombud Council is a national public entity for purposes of the Public Finance Management Act ("the PFMA") and the Chairperson of the Board of the Ombud Council is the accounting authority for purposes of that Act, notwithstanding the provisions of section 49(2) of the same Act.

The functions of the Ombud Council are amongst others to:

- Recognize, in accordance with the law industry ombud schemes;
- Promote co-operation between, and the coordination of the activities of ombuds;
- Strive to protect the independence and impartiality of ombuds;
- Promote public awareness of ombuds and ombud schemes and the services that they provide;
- Take steps to facilitate access by financial customers to appropriate ombuds; and
- Support financial inclusion.

The Board of the Ombud Council ("the Board") also established by Chapter 14 of the FSR Act is an oversight body that must ensure the efficiency and effectiveness of the management and administration of the Ombud Council.

**This notice is a call from the Minister of Finance for nominations of qualifying persons to serve on the Board.**

Nominees must be fit and proper to serve on the Board. Fit and proper refers to the eligibility of an individual to hold an important position of trust in an entity such as the Board of the Ombud Council in terms of the FSR Act and other relevant laws.

**Please note that to provide the necessary background regarding the Board and thus enable the nomination process, extracts of the relevant sections of the FSR Act have been posted on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)) under the ....(tab), together with the Nomination Form and applicable rules for nomination.**

**Closing date for Nominations: 18 September 2019**

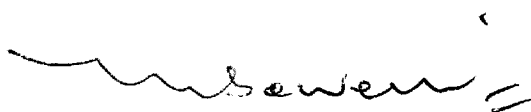
## NATIONAL TREASURY

NO. 1139

06 SEPTEMBER 2019

**EXCLUSION OF NEW DEVELOPMENT BANK FROM THE APPLICATION OF THE  
BANKS ACT, 1990**

In terms of section 2(b)(vii) of the Banks Act, 1990 (Act No. 94 of 1990), I, Tito Titus Mboweni, Minister of Finance, determine that the provisions of that Act and its requirements, do not apply to the New Development Bank, in the lawful carrying on of activities related to the business of a bank.



**TT MBOWENI**  
Minister of Finance

NO. 1140

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

06 SEPTEMBER 2019

**AMENDMENT OF GAZETTE NOTICE NUMBER 148 OF 2005****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of Section 11A (4) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended that an amendment is hereby made to the Gazette Notice 148 of 2005, Government Gazette No. 27201. The amendment of this gazette is made to withdraw remaining extent, portions 1, 2 (remaining extent), 4, 5, 6 (remaining extent), 10, 12, 16, 18, 21, 23, 24 (remaining extent), 25, 26, 29, 30, 31 (remaining extent), 32, 33, 36, 39,, 40, 41, 42, 43, 44, 45, 47, 48, 49, 63, 64, 66, 67, 68, 69, 75, 82 and 83 of the farm Bergvliet 288 LS in notice number 148 of 2005 and to include the following properties; portions 1 (remaining extent) and 5 (remaining extent) of the farm Rietvly 276 LS situated in Makhado Local Municipality, Vhembe District of the Limpopo Province. The late Mr. Mahosi Masindi Andrew lodged a land claim as the representative of the Masagani Community on the 24<sup>th</sup> of October 1998.

Further investigations that were done by the Office of the Regional Land Claims Commissioner: Limpopo indicates that the claimants were dispossessed of land rights from portion 7 (remaining extent) of the farm Bergvliet 288 LS and portions 1 (remaining extent) and 5 (remaining extent) of the farm Rietvly 276 LS.

Incorrect properties to be withdrawn from notice number 148 of 2005:

PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (HECTARES)	ENDORSEMENTS/ENC UMBRANCES
Remaining Extent of portion 0 of the farm Bergvliet 288 LS	Republic of South Africa	T2853/1889	800DUM	None
Portion 1 of the farm Bergvliet 288 LS	Noakes Muriel Belly	T9871/1974	2289.3486	None

Portion 2 (remaining extent) of the farm Bergvliet 288 LS	Republic of South Africa	T14062/1958	10.1685	None
Portion 4 of the farm Bergvliet 288 LS	Republic of South Africa	T14062/1958	1.7131	None
Portion 5 of the farm Bergvliet 288 LS	Republic of South Africa	T42804/1993	4.2827	None
Portion 6 (remaining extent) of the farm Bergvliet 288 LS	Mun Louis Trichardt	G416/1924	5.0440	None
Portion 10 of the farm Bergvliet 288 LS	Scheepers Izak Johannes	T62269/1998	1713 sqm	B38110/2001 B59825/1996 B64124/1990
Portion 12 of the farm Bergvliet 288 LS	Mun Louis Trichardt	G154/1954	2.5696	None
Portion 16 of the farm Bergvliet 288 LS	Schnehage Dennis	T32523/1946	2855 sqm	B2549/1984
Portion 18 of the farm Bergvliet 288 LS	Vorster Wilhelmina Elizabeth and Voster Paul Phillipus Jacobus	T13463/1961	2855 sqm	None
Portion 21 of the farm Bergvliet 288 LS	Republic of South Africa	T25926/1950	5.1392	None

Portion 23 of the farm Bergvliet 288 LS	Louis Trichardt Country Club	T21269/1951	4461 sqm	B41304/1990 B7953/1990
Portion 24 (remaining extent) of the farm Bergvliet 288 LS	Republic of South Africa	T7768/1966	1428 sqm	None
Portion 25 of the farm Bergvliet 288 LS	Louis Trichardt Country Club	T23352/1953	4461 sqm	B41304/1990 B7953/1990 B26539/1954
Portion 26 of the farm Bergvliet 288 LS	Laerskool Louis Trichardt	T2560/1954	1.9985	None
Portion 29 of the farm Bergvliet 288 LS	Municipality of Louis Trichardt	G151/1959	800DUM	None
Portion 30 of the farm Bergvliet 288 LS	Republic of South Africa	T14062/1958	2141 sqm	None
Portion 31 (remaining extent) of the farm Bergvliet 288 LS	Municipality of Louis Trichardt	T14062/1958	4.5800	None
Portion 32 of the farm Bergvliet 288 LS	Municipality of Louis Trichardt	G151/1959	9513 sqm	None
Portion 33 of the farm Bergvliet 288 LS	Municipality of Louis Trichardt	G151/1959	5077 sqm	None

Portion 36 of the farm Bergvliet 288 LS	Republic of South Africa	T7102/1962	4.6089	None
Portion 39 of the farm Bergvliet 288 LS	Apostoliese Geloof Sending Van Suid Afrika-Louis Trichardt	T19424/1994	2855 sqm	B1914/1994
Portion 40 of the farm Bergvliet 288 LS	Louis Trichardt Country Club	T351415/1966	5708 sqm	None
Portion 41 of the farm Bergvliet 288 LS	Laerskool Louis Trichardt	T33843/1969	2814 sqm	None
Portion 42 of the farm Bergvliet 288 LS	Republic of South Africa	T33844/1969	2875 sqm	None
Portion 43 of the farm Bergvliet 288 LS	Republic of South Africa	T33844/1969	3159 sqm	None
Portion 44 of the farm Bergvliet 288 LS	Republic of South Africa	T33844/1969	1.2850	None
Portion 45 of the farm Bergvliet 288 LS	Pieter Josua De Necker	T15592/1992	8.8276	B18192/1992
Portion 47 of the farm Bergvliet 288 LS	Republic of South Africa	T28810/1971	9.6332	None

Portion 48 of the farm Bergvliet 288 LS	Republic of South Africa	T29294/1971	11.0278	None
Portion 49 of the farm Bergvliet 288 LS	Maja Thabane Ezekiel	T40163/1973	1427 sqm	B51651/1997
Portion 63 of the farm Bergvliet 288 LS	Voortrekkers Transvaal	T46385/1986	5950 sqm	None
Portion 64 of the farm Bergvliet 288 LS	Society for the prevention of cruelty to animal-Louis Trichardt	T19589/1972	2.50000	None
Portion 66 of the farm Bergvliet 288 LS	Suid-Afrikaanse Vroue Federasie Transvaal	T70502/1988	1.3800	None
Portion 67 of the farm Bergvliet 288 LS	Transnet LTD	T19876/1991	1.8901	None
Portion 68 of the farm Bergvliet 288 LS	Transnet LTD	T93167/1992	1825 sqm	None
Portion 69 of the farm Bergvliet 288 LS	Transnet LTD	T93167/1992	4545 sqm	None
Portion 75 of the farm Bergvliet 288 LS	Transnet LTD	T14212/1996	5.3193	None

Portion 82 of the farm Bergvliet 288 LS	National Government of South Africa	T49485/2000	74.6085	None
Portion 83 of the farm Bergvliet 288 LS	Louis Trichardt Kommando Trust	T54537/2000	10000	None

Correct properties under claim to be included in the gazette:

PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (HECTARES)	ENDORSEMENTS/ENCUMBRANCES
Portion 7 (Remaining Extent) of the farm Bergvliet 288 LS	Makhado Local Municipality	T63689/2003PTA G204/1917PTA	1144.1615 ha	K1756/1979LPTA K2/1999SPTA K2033/1974SPTA K2222/1976SPTA K3661/1985SPTA K4036/1998SPTA K6226/1992RMPTA
Portion 1 (Remaining Extent) of the farm Rietvly 276 LS	Makhado Local Municipality	T63689/2003PTA G204/1917PTA	2289.3480 ha	K2033/1974SPTA K4036/1998SPTA VA1390/2018 VA3890/2017PTA VA4108/2006PTA VA4336/2003PTA
Portion 5 (Remaining Extent) of the farm Rietvly 276 LS	Mun Louis Trichardt	T17281/1983PTA	95.8267 ha	No details

All interested parties should take note that the Officer of the Regional Land Claims Commissioner: Limpopo is investigating these land claims. Any party that has an interest in the above-mentioned properties is hereby invited to submit in writing within 30 days of publication of this notice, any comments, objections or information under reference number KRP 470 to:

**The office of the Regional Land Claims  
Commissioner: Limpopo  
Private Bag x9552  
POLOKWANE  
0700**

**Submission may also be delivered to:  
First Floor, 96 Kagiso House  
Corner Rissik & Schoeman Streets  
POLOKWANE  
0700**



**L H MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER**

**DATE:** 2019/08/21

NO. 1141

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

06 SEPTEMBER 2019

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act No. 22 of 1994, as amended, that a land claim for Restitution of Land Rights has been lodged on the farms Remaining Extent of portion 1 of the farm Hindostan 680 KS. situated in the Ephraim Mogale Local Municipality, Sekhukhune District of Limpopo.

The land claim was lodged by Mr. Phaloane Piet Seloma on behalf of Phetwane community on the 23<sup>rd</sup> December 1998 in terms of the Restitution of Land Rights Act, 1994 (Act No. 22 Of 1994), as amended. The property description is as follows:


FARM NAME	PORTION	CURRENT OWNER	TITLE DEED	EXTENT	BONDS AND RESTRICTIVE CONDITIONS	HOLDER
Hindostan 680 KS	1 (R/E)	Matlala Tribe	T30195/1994	470.1933	KS,680,1PTA T25943/1952PTA	- South African Development Trust

The Regional Land Claims Commissioner of Limpopo is processing this claim. Any party that has an interest in the above property is hereby invited to submit in writing, within 30 days of publication of this notice, any comments, objections or information under reference number **KRP 11120** to:

The Regional Land Claims  
Commission: Limpopo  
Private Bag X 9552  
Polokwane  
0700

OR

Submission may also be delivered to  
First Floor, 96 Kagiso House  
Corner Rissik & Schoeman Streets  
Polokwane  
0700

  
**MAPHUTHA L.**  
**REGIONAL LAND CLAIMS COMMISSIONER**  
DATE: 2019/05/21

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 1142

06 SEPTEMBER 2019

**GENERAL NOTICE IN TERMS OF SECTION 11 (1) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended, that a claim for Restitution of Land Rights has been lodged on Tshifudi village which is part of the Remaining Extent of the farm Paswanes Location 257 MT, situated within the Collins Chabane Local Municipality, Vhembe District of the Limpopo.

This land claim was lodged by the late Mr. Resomate John Baloye on the 11<sup>th</sup> of January 1998. The claimants lost rights on the land which is approximately 1.9079 ha.

**Detailed information of the property under claim is as follows:**

KRP NO	NAMES	ID NUMBER	CLAIMED PROPERTY
4115	Resomate John Baloye	260101 6161 088	Tshifudi (Tshikombole) located on the Remaining Extent of the farm Paswanes Location 257 MT measuring 1.9079 ha.

All interested parties should take note that the office of the Regional Land Claims Commissioner: Limpopo is investigating this land claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **30** days of publication of this notice, any comment, and / or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the addresses set out below under **KRP number 4115**.

The Regional Land Claims Commissioner: Limpopo  
Private Bag X9552  
Polokwane  
0700

Submissions can also be hand delivered to:  
First Floor, 96 Kagiso House  
96 Kagiso House  
Corner Rissik & Schoeman Streets  
Polokwane  
0700

  
**MR. L.H MAPHUTHA**  
**REGIONAL LAND CLAIMS COMMISSIONER**

DATE: 2019/08/21

## DEPARTMENT OF TRADE AND INDUSTRY

NO. 1143

06 SEPTEMBER 2019

**NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS ACT  
(Act No. 5 of 2008), AS AMENDED THROUGH THE LEGAL METROLOGY  
ACT (Act No. 9 of 2014)**

**AMENDMENT OF THE COMPULSORY SPECIFICATION FOR CANNED MEAT  
PRODUCTS**

**(VC 8019)**

I, Ebrahim Patel, Minister of Trade and Industry, under Section 13 (1) (a) of the National Regulator for Compulsory Specifications Act (Act 5 of 2008) hereby declare the amendment of the Compulsory Specification as set out in the attached schedule, effective within six (6) months from the date of publication of this notice.



**Ebrahim Patel**  
**Minister of Trade and Industry**

## AMENDMENT OF THE COMPULSORY SPECIFICATION FOR CANNED MEAT PRODUCTS (VC 8019)

### SCHEDULE

#### 1 SCOPE

**1.1** This Compulsory Specification applies to the manufacture, production, processing and treatment of hermetically sealed (canned) meat products.

#### 2 DEFINITIONS

**2.1** For the purposes of this Compulsory Specification, the definitions in the latest edition of *SANS (South African National Standard) 1675: 'The manufacture, production, processing and treatment of canned meat products*, shall apply.

**2.2** Any word or expression mentioned in this Compulsory Specification to which a meaning has been assigned in the National Regulator for Compulsory Specifications Act (Act No. 5 of 2008), as amended through Legal Metrology Act (Act No. 9 of 2014), shall have that meaning, unless the context otherwise indicates. In addition, the following definitions shall apply:

**2.2.1 applicant:** a handler, processor, packer, transporter, importer or exporter applying for approval of the product and/or factory or processing facility. The handler, processor, packer, transporter, importer or exporter shall be established within the Republic of South Africa.

**2.2.2 approval:** confirmation by the NRCS that the product and/or facility satisfies the requirements of this Compulsory Specification.

**2.2.3 compulsory specification:** a technical regulation document published in terms of Section 13(1) (a), (b) or (c) of the NRCS Act of 2008, (Act No.5 of 2008) as amended through the Legal Metrology Act (Act No. 9 of 2014). A Compulsory Specification lays down product characteristics and/or their related processes and production methods, including the applicable administrative provisions, with which compliance is mandatory.

**2.2.4 conformity of production:** satisfactory evidence that the handling, preparation, processing, packing, transportation, storage and quality of hermetically sealed (canned) meat products, produced for sale, continues to conform to the requirements of this Compulsory Specification.

**2.2.5 factory/processing facility:** premises preparing, handling, treating, processing, producing or packaging hermetically sealed (canned) meat products covered by this Compulsory Specification.

**2.2.6 HACCP (Hazard Analysis and Critical Control Point):** a system which identifies, evaluates, and controls hazards that are significant to food safety.

**2.2.7 NRCS:** the National Regulator for Compulsory Specifications, as established by the National Regulator for Compulsory Specifications Act, 2008 (Act No. 5 of 2008) as amended through the Legal Metrology Act (Act No. 9 of 2014).

**2.2.8 official factory/processing facility number/code:** a unique identification number or code allocated by the NRCS to a factory/processing facility in the Republic of South Africa.

**2.2.9 product safety management system:** a food safety management system implemented by a factory/processing facility based on the principles of HACCP as recommended by the Codex Alimentarius Commission.

**2.2.10 OIE:** World Organization for Animal Health

**2.2.11 relevant national legislation:** means the following Acts; Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No 54 of 1972); NRCS Act 2008 (Act No.5 of 2008); Legal Metrology Act 2014 (Act No. 9 of 2014); Meat Safety Act, 2000 (Act No 40 of 2000), as amended from time to time and applicable regulations.

### **3 GENERAL ADMINISTRATIVE REQUIREMENTS**

**3.1** All canned meat products to be offered for sale shall comply with the requirements of this Compulsory Specification.

**3.2** The factory/processing facility for canned meat products in the Republic of South Africa shall be pre-approved by the NRCS for conformity of production requirements as prescribed in Annex A - A.1. A certificate of approval for the facility shall be issued by the NRCS. Such approval shall be reviewed annually, or more frequently as may be determined by the NRCS. For any other new products that were not part of the initial annual approval of the facility, the facility shall apply immediately to add new product/product ranges to the overall approved list.

**3.3** The factory/processing facility may not dispatch or sell a canned meat product from the facility, without a valid NRCS approval certificate of compliance per each production batch for products produced in the Republic of South Africa.

**3.4** Application for official inspection and approval of the product(s) shall be made to the NRCS for every consignment of canned meat products which are imported into South Africa, in accordance with the requirements of Annex A - A.2.

**3.5** Application for approval required for export or any other purposes as required by the applicant, shall be made in accordance with the requirements of Annex A - A.3.

**3.6** The factory/processing facility shall provide the NRCS with satisfactory evidence of conformity of production on request.

**3.7** The factory/processing facility shall inform the NRCS of any change in process of production affecting any mandatory requirement of this Compulsory Specification. In the event of such change/s the NRCS may, at its discretion, demand the submission of fresh evidence of conformity or a new application for approval.

**3.8** The factory/processing facility shall immediately report any failure, of whatever nature, to conform to the requirements of this Compulsory Specification to the NRCS.

**3.9** Approval granted by the NRCS to a factory/processing facility in accordance with 3.2 of this Compulsory Specification, may be suspended and/or ultimately withdrawn upon detection of non-compliance to the provisions of this Compulsory Specification. Reasons of such suspension or withdrawal will be provided to the applicant in writing and the facility shall not sell the identified products. No new batch(es)/production(s) shall be produced after the suspension of the facility, until new approval is granted by the NRCS or corrective actions are concluded.

**3.10** A factory/processing facility whose approval has been suspended, must re-apply to the NRCS in writing within three (3) months of the date of suspension for a reassessment, otherwise approval for the establishment to operate in terms of this Compulsory Specification will be withdrawn.

**3.11** A factory/processing facility shall notify the NRCS in writing when its operation is closing down, three (3) months before the effective date.

**3.12** The testing of canned meat products against the requirements of this Compulsory Specification shall be done by microbiological and chemical test facilities that are accredited to use the referenced test methods or any other accredited method validated against the reference method, and giving results that are better, or at least equal, to the accuracy of the reference method. In the case where there are no test facilities available in the Republic of South Africa that are in compliance with the foregoing, the NRCS shall determine which facilities may be used in terms of its Conformity Assessment Policy.

**3.13** The NRCS may for the purposes of inspection and verification of products, sample products according to the regulatory risk based sampling plans.

**3.14** There will be fees applicable as prescribed in the regulation R924 of 15 October 2010, published under the NRCS Act.

## **4 SPECIFIC REQUIREMENTS**

**4.1** The manufacture, production, processing and treatment of canned meat products shall comply with the requirements of the latest edition of SANS 1675.

**4.2** Manufacturers shall implement and maintain as a minimum an acceptable Food Safety & Quality Management system such as the HACCP System as recommended by the Codex Alimentarius Commission.

**4.3** In the event of an amendment or revision of the SANS 1675 standard, the factory / processing facility shall be in compliance with the amended or revised requirements within six (6) months of publication of the amended or revised standard unless otherwise declared by a special notice by the Minister. If evidence of compliance to such amendments or revisions cannot be provided, the approval of the factory / processing facility may be withdrawn.

**Note:** The required World Trade Organization (WTO) transparency provision will also be considered in this period.

## **5 MARKINGS AND LABELLING REQUIREMENTS**

**5.1** Canned meat products shall be marked in accordance with the requirements of the latest edition of SANS 1675 and shall include the official factory / processing facility number issued by the NRCS in accordance with section A 1.5 of this Compulsory Specification. In the case of imported products, a factory/processing number/ code applicable in the country of origin shall be made available to the NRCS.

## **ANNEX A**

(Normative)

### **A.1 APPLICATION FOR APPROVAL OF THE FACTORY/PROCESSING FACILITY AND APPROVAL OF CANNED MEAT PRODUCTS IN THE REPUBLIC OF SOUTH AFRICA**

The applicant shall apply to the NRCS for approval of the facility. The application shall be accompanied by the following:

**A.1.1** Details of the factory / processing facility for which approval is sought;

**A.1.2** Documentation and records in support of an effective product safety management system, as required by clause 4.1 and 4.2 of this Compulsory Specification and SANS 1675. For new factory / processing facilities, provisional approval may be given for a period of three months, in order to generate the required documentation and records;

**A.1.3** Information required by the NRCS for the measures taken by the applicant to ensure ongoing conformity with the requirements of this Compulsory Specification;

**A.1.4** Any reasonable additional information to clarify the application as requested by the NRCS; and;

**A.1.5** The NRCS shall issue an official factory / processing facility number upon approval.

### **A.2 APPLICATION FOR APPROVAL OF IMPORTED CANNED MEAT PRODUCTS**

**A.2.1** Imported canned meat products must originate from a facility approved for export in the country of origin and have the applicable permits under the Meat Safety Act; 2000 (Act No 40 of 2000) and Animal Disease Act, 1984 (Act 35 of 1984) (including OIE directives) as required by Department of Agriculture.

**A.2.2** The applicant shall apply to the nearest NRCS regional office as soon as the consignment is available (within thirty (30) calendar days) for sampling and

visual inspection of the consignment. The NRCS will then conduct inspection and subsequent approval of the (imported) product (s).

**A.2.3** Applicants shall supply details of the products per consignment for which inspection and approval is sought, by providing the following:

- a) The applicable certificates as required by Department of Agriculture;
- b) A health guarantee certificate (Annex B) containing evidence that imported products originate from a facility approved for export in the country of origin per consignment, for which approval is sought. The NRCS may also request that specific testing be performed;
- c) Details of the imported product, bill of entry number (SARS release), quantity, batch codes and number of product per batch code(s), code list and bill of lading;
- d) The date and place where it will be available for sampling and inspection;
- e) Name and contact details of a contact person;
- f) The number(s) of the bill(s) of entry and the date authorized by Customs Officials; and
- g) The voyage number of the cargo carrier (vessel, aircraft) or registration number of vehicle.

**A.2.4** Any reasonable additional information to clarify the application as requested by the NRCS.

### **A.3 APPLICATION FOR EXPORT OF CANNED MEAT PRODUCTS**

**A.3.1** For locally produced products, where applicants require approval for export, applicants shall supply evidence of NRCS approval required in Annex - A.1 (clause 3.3) to Department of Agriculture.

**A.3.2** Canned meat products for export shall be approved by Department of Agriculture according to the Veterinary Procedural Notices (VPN).

**A.4 GRANTING OF APPROVAL**

**A.4.1** The NRCS shall issue an approval certificate, to the applicant when all the requirements of this Compulsory Specification have been met.

**A.4.2** The NRCS shall assign a unique number to each approval certificate.

**A.4.3** An approvals certificate shall be the sole proof of approval by the NRCS.

**A.4.4** Once a factory/processing facility is approved, the NRCS will issue an establishment number.

**A.5 WITHDRAWAL OF APPROVAL**

Any approval granted in respect of canned meat products to the factory / processing facility pursuant to this Compulsory Specification may be withdrawn at any time without prior notice, if compliance with the requirements of this Compulsory Specification have not been maintained. Re-applications will be treated as new applications.

**ANNEX B****B.1 HEALTH GUARANTEES FOR IMPORTED CANNED MEAT PRODUCTS  
REGULATED UNDER THE NRCS****(ON AUTHORITY'S OFFICIAL LETTERHEAD)****Reference no.****Country of dispatch:**.....**Competent Authority:**.....**Inspection Authority:**.....**I. Identification of products****True description of product:****-Animal species name:** .....**-Presentation of product and type of treatment:** .....**Batch Identification Marks /Code/s**.....**Type and Manner of Packaging:** .....**Number of Packages/Units** .....**Net weight** ..... **Gross weight** .....**Temperature: Chilled (semi-preserved products)** .....**Ambient** .....**II. Origin of Products****Name and address of approved factories/processing facilities**

.....

**Approval number:** .....**Place of loading/ dispatch:** .....**III. Destination of products:****Country of destination:** .....**Port of entry** .....**Transport details: Sea Freight / Air freight /Other**.....

**Container number / Flight details:** .....

**Seal number/ air waybill number:** .....

**Consignor name and address:** .....

**Consignee name and address:** .....

#### **IV. Health attestation**

**The official inspector hereby certifies that:**

1. The canned meat products specified above, have been farmed (where applicable), processed, packed and stored in a facility/ies approved by the Competent Authority.
2. The canned meat products comply/ies with the particular CODEX Standard for the specific product/s or where there is no such Standard, with the Compulsory Specifications/Technical Regulations legislated by the Republic of South Africa in terms of the National Regulator for Compulsory Specifications Act, 2008 (Act No.5 of 2008) as amended through the Legal Metrology Act, 2014 (Act No. 9 of 2014). and contained and referenced in the Compulsory Specification.
3. The processing plant/s specified above, is/are subject to regular inspection/audit by the Competent Authority in that country to ensure that production, processing practices and food safety systems are in compliance with requirements of the most updated versions of the general CODEX Principles for Food Hygiene and HACCP (CAC/RCP- 1969) and any animal health requirements to be controlled in terms of OIE Directives.
4. All products imported into the Republic of South Africa in terms of this Compulsory Specification shall comply with marking requirements as prescribed by the relevant National Legislations.
5. The products above:
  - 5.1. are free from microorganisms or substances originating from microorganisms in amounts as prescribed by relevant national legislation;
  - 5.2. shall not contain any other substances in amounts that may present a hazard to human health in accordance with relevant National Legislation.

**Signed at .....**

**Name and qualifications of official Inspector**

.....

**Signature of official Inspector**

.....

**Official Stamp with date**

**STAMP FROM THE  
COMPETENT AUTHORITY**

## GENERAL NOTICES • ALGEMENE KENNISGEWINGS

### ECONOMIC DEVELOPMENT DEPARTMENT

#### NOTICE 466 OF 2019

##### COMPETITION TRIBUNAL

##### NOTIFICATION OF DECISION TO APPROVE MERGER

The Competition Tribunal gives notice in terms of rules 34(b)(ii) and 35(5)(b)(ii) of the "Rules for the conduct of proceedings in the Competition Tribunal" as published in Government Gazette No. 22025 of 01 February 2001 that it approved the following mergers:

Case No.	Acquiring Firm	Target Firm	Date of Order	Decision
LM031May19	Interaction Market Services Holdings (Pty) Ltd	Freshworld Holdings (Pty) Ltd	31/07/2019	Approved
LM058Jun19	OMPE GP IV (PTY) LTD	Foodgear Holdings (PTY) LTD	31/07/2019	Approved
LM066Jul19	Matador Bidco S.A.R.L	Compania Espanola De Petroleos, S.A.U	31/07/2019	Approved
LM071Jul19	Vukile Property Fund LTD	Rental Enterprises Comprising of Three Shopping Centre	31/07/2019	Approved
LM039May19	FFS Calpet (RF) (Pty) Ltd	Calulo Marine (Pty) Ltd	07/08/2019	Approved
LM262Jan18	British American Tobacco Holdings South Africa (Pty) Ltd	TWISP (Pty) Ltd	13/08/2019	Approved Subject to Conditions
LM054Jun19	Zaad Holdings Ltd	Gap Chemicals (Pty) Ltd	21/08/2019	Approved
LM067Jul19	Namane Logistics (PTY) LTD	Crossroads Distribution (PTY) LTD	23/08/2019	Approved Subject to Conditions
LM272Mar19	Boundary Terrance 042 Group (Pty) Ltd	Bravo Group (Pty) Ltd	26/08/2019	Approved Subject to Conditions
IM238Jan19	Cape Karoo (Pty) Ltd (Previously Ostrich Skins (Pty) Ltd)	Klein Karoo International (Pty) Ltd	14/08/2019	Approved Subject to Conditions

The Chairperson  
Competition Tribunal

### ECONOMIC DEVELOPMENT DEPARTMENT

#### NOTICE 467 OF 2019

##### COMPETITION TRIBUNAL

##### NOTIFICATION OF COMPLAINT REFERRAL

The Competition Tribunal gives notice in terms of Section 51(3) & (4) of the Competition Act 89 of 1998 as amended, that it received the complaint referrals listed below. The complaint(s) alleges that the respondent(s) engaged in a prohibited practice in contravention of the Competition Act 89 of 1998.

Case No.	Complainant	Respondent	Date received	Sections of the Act
CR086Aug19	Competition Commission	Automatic Sprinkler Inspection Bureau (Pty) Ltd	16/08/2019	4(1)(b)(ii)

The Chairperson  
Competition Tribunal

**DEPARTMENT OF LABOUR**  
**NOTICE 468 OF 2019**  
**LABOUR RELATIONS ACT, 1995**

**CANCELLATION OF REGISTRATION OF AN EMPLOYERS ORGANISATION**

I, **Lehlohonolo Daniel Molefe**, Registrar of Labour Relations, hereby, in terms of section 109(2) read with section 106(2A), cancel the registration of **The Employers Association for the Fibre and Particle Board Industry (LR 2/6/3/587)** with effect from 19 August 2019

The name of the Organisation has been removed from the Register of Employers' Organisations.



**REGISTRAR OF LABOUR RELATIONS**

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM  
NOTICE 469 OF 2019**



**DISTRICT SIX RE-DEVELOPMENT PROJECT**

**EXPRESSION OF INTEREST FOR PROPOSALS TO PARTICIPATE IN THE RE-DEVELOPMENT OF DISTRICT SIX (D6) CAPE TOWN, WESTERN CAPE**

**THE DISTRICT SIX PROJECT**

**A. BACKGROUND**

1. The area known as District Six which is situated in the Central Business District, Cape Town was affected by waves of dispossessions and forced removals because of the Group Areas Act (and its proclamations) during the mid-1960's.
2. Proclamation under the Group Areas Act was passed to dispossess claimants of their tenancy and ownership rights, when the Apartheid Government proclaimed District Six a White group area.

The people from District Six, not only suffered due to the demolition and relocation, they also had to bear the emotional and financial costs of attempting to re-establish their lives. The heritage and memory of District Six remains paramount to the re-development process.

3. In keeping with the Restitution of Land Rights Act, Act 22 of 1994 as amended, some 2670 claims were lodged by 31 December 1998, with 1201 claimants opting for re-development on approximately 40ha of land in District Six.
4. District Six is considered as the urban flagship restitution project in the Western Cape, being re-developed in phases, with the initial two pilot phases, respectively (24 duplex units in 2008 and 115 dwellings in 2013) completed which constitutes less than 10% of developable land. These structures have been allocated to claimants in accordance with criteria agreed upon by the relevant parties. Currently under construction in Phase 3 are 108 dwellings scheduled to be completed in 2020. The construction of 954 residential units for the remaining restitution beneficiaries in District Six is still to be undertaken.

## B. THE EXPRESSION OF INTEREST

The Expression of Interest must indicate the following:

1. The entity or company profile;
2. Project portfolio of projects successfully completed;
3. Proof of capacity, or ability to provide capacity to partner the body of District claimant in a project of this scale and magnitude;
4. Proof of personnel, or access to persons with the necessary skills, qualifications, experience for the re-development of District Six;
5. Only hardcopies of the Expressions of Interest will be accepted, and which must be sealed and placed in a box marked 'District Six Re-development Indication of Interest'.

The closing date for the submissions for Expression of Interest is 30 September 2019 @ 15h00.

A panel comprising of members of the City of Cape Town, representatives of the body of claimants in District Six and the Department of Agriculture, Land Reform and Rural Development will preside over the shortlisting process of successful candidates.

## C. INVITATION TO SUBMIT DEVELOPMENT PROPOSALS

This advertisement only relates to Expression of Interest for the re-development of District Six. Only those successful companies or entities selected will be invited at a later stage to submit Proposals for Development in the project.

**For further information please contact the following persons:**

Ms Fatima Williams: Landline 021 409 0310/mobile 082 574 9164  
Email Address: [Fatima.Williams@drdlr.gov.za](mailto:Fatima.Williams@drdlr.gov.za)

Mr Benjamin Mars: Landline: 021 409 0476/mobile-08282763239  
Email Address: [benjamin.mars@drdlr.gov.za](mailto:benjamin.mars@drdlr.gov.za)

Mr Husain Khatib: Landline: 021 4090485/mobile 082 827 6003  
Email Address: [Husain.Khatib@drdlr.gov.za](mailto:Husain.Khatib@drdlr.gov.za)

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

## NOTICE 470 OF 2019

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (No. 22 OF 1994)**

An amendment notice is hereby given in terms of Section 11A(4) of the Restitution of Land Rights Act, 1994 (No. 22 of 1994), as amended, that a claim (M33) for the restitution of land rights has been submitted to the Office of the Regional Land Claims Commissioner: Western and Northern Cape. The particulars regarding this claim are as follows:

**Area** : City of Cape Town Metro, Western Cape  
**Property** : Erf no. 650, Zeekoevlei, City of Cape Town  
**Claimant** : Hester Marthinus (née Johannes) lodged this claim in her capacity as a daughter of the late Abraham Johannes.  
**Extent** : 1 Morgen Ninety Eight square roods (i.e. 9 964m<sup>2</sup>)  
**Current owner** : City of Cape Town  
**Claim ref. no.** : M33

The Commission on Restitution of Land Rights will investigate the claim in terms of provisions of the Act in due course. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 30 days from the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner: Western Cape  
14 Long Street – 1<sup>ST</sup> & 2<sup>ND</sup> Floors  
CAPE TOWN, 8000  
Tel: 021 409 0300 (o/h)  
Fax: 021 418 0205

Mr. L.H. Maphutha  
Regional Land Claims Commissioner

**APPROVED** .....

**DATE** ..... 2019/08/22 .....

**CHECKED** .....

**DATE** ..... 2019/8/17 .....

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM****NOTICE 471 OF 2019****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 1994, (ACT No. 22 OF 1994) AS AMENDED**

Notice is hereby given in terms of Section 11(1) of the Land Rights Act 1994, (Act No. 22 of 1994), as amended. This claim for the restitution of land rights has been submitted to Regional Land Claims Commissioner of Western Cape. The particulars regarding this claim are as follows:

**REFERENCE No:** KRK6/2/3/A/6/0/391/14 (M450)

**DISPOSSESSED PARTY:** The late M.A. Albertus

**PROPERTY DESCRIPTION:** Erf 53539 in Claremont, City of Cape Town

**EXTENT:** (415m<sup>2</sup>)

**DATE OF DISPOSSESSION:** 1969

**CAPACITY:** OWNERSHIP

**CURRENT OWNER:** Pauw Karl Willem and Pauw Sally Ann

**DATE OF LODGEMENT:** 21 December 1998

The Commission on Restitution of Land Rights will investigate this claim in terms of provisions of the Act in due course. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 60 days from the publication of this notice, any comments / information to:

REGIONAL LAND CLAIMS COMMISSIONER: WESTERN CAPE  
PRIVATE BAG X9163  
CAPE TOWN  
8000

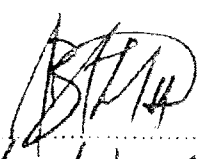
TEL: 021-409 0300

FAX: 021-424 5146

MR. L.H. MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER

APPROVED: 

DATE: 2016/02/25

CHECKED BY: 

DATE: 18/02/2016

**SOUTH AFRICAN RESERVE BANK**  
**NOTICE 472 OF 2019**  
**Notice and Order of Forfeiture**

Notice of Forfeiture to the State of money in terms of the provisions of Exchange Control Regulation 22B made under Section 9 of the Currency and Exchanges Act, 1933 (Act No. 9 of 1933), as amended, as promulgated by Government Notice No. R.1111 of 1961-12-01 in respect of the money of:

**Munorurama (Pty) Limited (registration number 1999/022501/07)**

of:

17 Leyds Street  
Braamfontein  
Johannesburg  
2000

**Be pleased to take notice that:**

1. The Minister of Finance has, by virtue of the provisions of Regulation 22E delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by Regulations 3(5) and (8), 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to, *inter alia*, the Governor or Deputy Governors of the South African Reserve Bank.
2. By virtue of the functions, powers and/or duties vested in me, in my capacity as a Deputy Governor of the South African Reserve Bank, in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeit to the State the following money, namely:
  - 2.1 the amount of R354 302.72 being capital standing to the credit of the Respondent in account number 62375269662, held with FirstRand Bank Limited, together with any interest thereon and/or other accrual thereto; and
  - 2.2 the amount of R100 175.20 being capital standing to the credit of the Respondent in account number 424769603, held with Standard Bank of South Africa Limited, together with any interest thereon and/or other accrual thereto.
3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this Notice and order of Forfeiture is published in this Gazette.
4. The money specified in 2 above shall be disposed of by depositing it into the National Revenue Fund.
5. This Notice also constitutes a written order, as contemplated in Exchange Control Regulation 22B, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. Signed at Pretoria on this 23 day of August 2019.



**K Naidoo**  
**Deputy Governor**  
**South African Reserve Bank**

## DEPARTMENT OF TRADE AND INDUSTRY

## NOTICE 473 OF 2019

STANDARDS ACT, 2008  
STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

## SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of the South Africa National standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope and purport	Closing Date
SANS 14520-1 Ed 3	<i>Gaseous fire-extinguishing systems - Physical properties and system design Part 1: General requirements.</i> Specifies requirements and gives recommendations for the design, installation, testing, maintenance and safety of gaseous fire fighting systems in buildings, plants or other structures, and the characteristics of the various extinguishants and types of fire for which they are a suitable extinguishing medium	2019-10-22
SANS 14520-11 Ed 3	<i>Gaseous fire-extinguishing systems - Physical properties and system design - Part 11: HFC 236fa extinguishant.</i> Gives specific requirements for gaseous fire-extinguishing systems, with respect to the HFC 236fa extinguishant.	2019-10-22
SANS 14520-10 Ed 3	<i>Gaseous fire-extinguishing systems - Physical properties and system design Part 10: HFC 23 extinguishant.</i> Contains specific requirements for gaseous fire-extinguishing systems with respect to the HFC 23 extinguishant.	2019-10-22
SANS 14520-8 Ed 3	<i>Gaseous fire-extinguishing systems - Physical properties and system design Part 8: HCF 125 extinguishant.</i> Gives specific requirements for gaseous fire-extinguishing systems, with respect to the HFC 125 extinguishant.	2019-10-22
SANS 14520-5 Ed 2	<i>Gaseous fire-extinguishing systems - Physical properties and system design Part 5: FK-5-1-12 extinguishant.</i> Contains specific requirements for gaseous fire-extinguishing systems, with respect to FK-5-1-12 extinguishant.	2019-10-22
SANS 14520-15 Ed 3	<i>Gaseous fire-extinguishing systems - Physical properties and system design Part 15: IG-541 extinguishant.</i> Contains specific requirements for gaseous fire-extinguishing systems, with respect to the IG-541 extinguishant.	2019-10-22
SANS 14520-12 Ed 3	<i>Gaseous fire-extinguishing systems - Physical properties and system design Part 12: IG-01 extinguishant.</i> Contains specific requirements for gaseous fire-extinguishing systems with respect to the IG-01 extinguishant.	2019-10-22
SANS 14520-13 Ed 3	<i>Gaseous fire-extinguishing systems - Physical properties and system design Part 13: IG-100 extinguishant.</i> Gives specific requirements for gaseous fire-extinguishing systems with respect to the IG-100 extinguishant.	2019-10-22
SANS 12039 Ed I	<i>Stationary source emissions - Determination of carbon monoxide, carbon dioxide and oxygen - Performance characteristics and calibration of automated measuring systems.</i> This standard specifies the principles, the essential performance characteristics and the calibration of automated systems for measuring carbon dioxide, carbon monoxide and oxygen in the flues of stationary sources. This standard specifies extractive and non-extractive systems in connection with several types of instrumental analysers.	2019-10-22
SANS 10780 Ed I	<i>Stationary source emissions - Measurement of velocity and volume flowrate of gas streams in ducts.</i> Specifies the use of two types of Pitot tubes, type L and type S, for determining the velocity and the volume flowrate, and recommends sampling conditions for which each type of Pitot tube is preferred.	2019-10-22

SANS 50455-3 Ed 1	<i>Medical gloves for single use Part 3: Requirements and testing for biological evaluation.</i> Specifies requirements for the evaluation of biological safety for medical gloves for single use. It gives requirements for labelling and the disclosure of information relevant to the test methods used.	2019-10-21
SANS 12141 Ed 1	<i>Stationary source emissions -- Determination of mass concentration of particulate matter (dust) at low concentrations -- Manual gravimetric method.</i> Describes a reference method for the measurement of low dust content in ducted gaseous streams at concentrations below 50 mg/m <sup>3</sup> under standard conditions. This method has been validated with special emphasis on the region around 5 mg/m <sup>3</sup> .	2019-10-22
SANS 14164 Ed 1	<i>Stationary source emissions - Determination of the volume flowrate of gas streams in ducts -- Automated method.</i> Defines the operating principles and performance characteristics of automated flow-measuring systems to determine the volume of flowrate in the ducts for stationary sources. NOTE:- Commercial systems that use the operating principles described and meet the requirements of this International Standard are readily available.	2019-10-22
SANS 50455-1 Ed 1	<i>Medical gloves for single use - Part 1: Requirements and testing for freedom from holes.</i> Specifies requirements and gives the test method for medical gloves for single use in order to determine freedom from holes.	2019-10-28
SANS 50455-2 Ed 1	<i>Medical gloves for single use Part 2 - Requirements and testing for physical properties.</i> Specifies requirements and gives test methods for physical properties of single-use medical gloves (i.e. surgical gloves and examination/procedure gloves) in order to ensure that they provide and maintain in use an adequate level of protection from cross contamination for both patient and user.	2019-10-28
SANS 61724-1 Ed 1	<i>Photovoltaic system performance - Part 1: Monitoring.</i> Defines the classes of photovoltaic (PV) performance monitoring systems.	2019-10-15

### SCHEDULE A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title	Scope of amendment	Closing Date
SANS 543 Ed 5.1	<i>Fire hose reels (with semi-rigid hose).</i>	Amended to update referenced standards.	2019-10-22
SANS 1825 Ed 4.1	<i>Gas cylinder test stations - General requirements for periodic inspection and testing of transportable refillable gas pressure receptacles.</i>	Amended to update scope, to correct referenced to sub clauses in annex D, to correct spelling errors in clause 5, to correct the conversion factors in annex G.2, to update referenced standards, to update Table for frequency of inspections and tests (Table 1) and to correct the requirements for corrosion protection, to add a note, to add reference to annex G in the note and to update a heading. Amended to move reference to legislation from the text to the foreword and to remove reference to USA Department of transportation. Amended to add requirements of the procedure for hydrostatic test.	2019-10-21
SANS 448 Ed 1.1	<i>Ethanol gel for gel burning appliances</i>	Amended to update the title of the standard, the scope of the standard, referenced standards and definitions, to move reference to a national department to the foreword, and to update the subclauses on performance, and marking.	2019-10-29
SANS 1294 Ed 2.2	<i>Precast concrete manhole sections and components.</i>	Amended to update the requirements for materials and steps.	2019-10-15

SANS 97 Ed 7.3	<i>Electric cables - Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables).</i>	Amended to renumber tables and to change the requirements of sub-clause 5.3 conditions of test and range of approval and to change table 5 - range of approval.	2019-10-15
SANS 1619 Ed 2.5	<i>Small power distribution units (ready-boards) for single-phase 230 V service connections.</i>	Amended to update the requirements to fire-resistance test..	2019-10-14
SANS 507-1 Ed 1.1	<i>Electricity distribution - Guidelines for the provision of electricity distribution networks in residential areas Part 1: Planning and design of distribution networks</i>	Amended to change the designation from "NRS 034-1" to "SANS 507-1", to move reference to organization to the foreword, to update the note to the scope, the clause on planning and design, and referenced standards.	2019-10-14
SANS 10219-3 Ed 2.1	<i>The determination of performance (at net power) of industrial internal combustion engines Part 3: Test measurements</i>	Amended to update referenced standards.	

## SCHEDULE A.2: WITHDRAWAL OF THE SOUTH AFRICAN NATIONAL STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following published standards are issued for comments with regard to the intention by the South African Bureau of Standards to withdrawn them.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

## SCHEDULE A.3: WITHDRAWAL OF INFORMATIVE AND NORMATIVE DOCUMENTS

In terms of section 24(5) of the Standards Act, the following documents are being considered for withdrawal.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

## SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS

### SCHEDULE B.1: NEW STANDARDS

The following standards have been issued in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 18890:2019 Ed 1	<i>Clothing - Standard method of garment measurement.</i> Defines the main measurement points and describes the method used to measure garment dimensions.
SATS 22002-3:2019 Ed 1	<i>Prerequisite programmes on food safety - Part 3: Farming.</i> Specifies the requirements and guidelines of prerequisite programmes (PRPs) that maintain a hygienic environment and assist in controlling food safety hazards in the food chain, specifically farming (individual farms or groups of farms).

### SCHEDULE B.2: AMENDED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 940:2019 Ed 2.2	<i>Emulsion roof paint. Consolidated edition incorporating amendment No. 2.</i> Amended to update referenced standards, and to delete the note to the sub-clause on material.

SANS 1423-1:2019 Ed 1.2	<i>Performance requirements for textile fabrics of low flammability Part 1: Apparel fabrics. Consolidated edition incorporating amendment No. 2. Amended to update referenced standards, and to delete the footnote on cleaning treatment.</i>
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**SCHEDULE B.3: WITHDRAWN STANDARDS**

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

Standard No. and year	Title

**SCHEDULE B.4: REINSTATEMENT OF WITHDRAWN STANDARD**

In terms of section 4(2) (l) the South African Bureau of Standards has established the following technical committees:

Draft Standard No. and Edition	Title	Scope of amendment	Reason

**SCHEDULE B.5: ESTABLISHMENT OF TECHNICAL COMMITTEES**

In terms of section 4(2) (l) the South African Bureau of Standards has established the following technical committees:

Technical Committee No.:	Title	Scope

**SCHEDULE B.6: DISBANDMENT OF TECHNICAL COMMITTEES**

In terms of section 4(2) (l) the South African Bureau of Standards has disbanded the following technical committees:

Technical Committee No.:	Title	Scope

If your organization is interested in participating in these committees, please send an e-mail to [Dsscomments@sabs.co.za](mailto:Dsscomments@sabs.co.za) for more information.

**SCHEDULE 5: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE**

Copies of the standards mentioned in this notice can be obtained from the Head Office of the South African Bureau of Standards at 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.

## DEPARTMENT OF TRANSPORT

## NOTICE 474 OF 2019

**AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)  
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR  
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

**APPENDIX I**

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

**(A) 3Drone Mapping (Pty) Ltd.** (B) 16 Seels Rd, Monteseel, Inchanga. (C) Class III. (D) Type G3, G4 & G16 (RPAS operations). (E) Category H1.

**APPENDIX II**

(A) Full Name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for.

**(A) Ghaap Aviation CC; Ghaap Air.** (B) 41 Strydom Street, Hartswater, 8570. (C) Class II & III; N884D & G885D. (D) Type N1, N2, G3, G8 & G11. (E) Category A3 & A4. **Change to Licensee's status:** From Close Corporation to (PTY) Ltd, **change to the MP:** N. J. Crompton is appointed as the RP: Aircraft & Air Service Safety Officer & M. C. Myburg as the Quality Assurance Manager and **amendment to Class III air service licence:** Addition of type G16 (RPAS operations) & category H1.

**DEPARTMENT OF TRANSPORT****NOTICE 475 OF 2019****INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)  
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE**

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations, 1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council)

Representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001, within 28 days of the application hereof. It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

**APPENDIX I**

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

**(A) Esfera Trading and Development (Pty) Ltd; Aerial Operations Consultancy Firm (AOCF).** (B) 233B Diedericks Road, General Aviation Hangers, Upington International Airport, Upington, 8801. (C) Class III. (D) Type G3, G4, G5, G10 & G16 (RPAS). (E) Category A4 & H2. (F). (G) Namibia, Botswana, Zambia & Malawi.

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**BOARD NOTICES • RAADSKENNISGEWINGS**

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**BOARD NOTICE 158 OF 2019**

Building 2 Greenstone Hill Office Park Emerald Boulevard Modderfontein  
PO Box 8237 Greenstone 1616 Johannesburg South Africa  
Tel 087 940 8800 Fax 087 940 8873 E-mail [board@irba.co.za](mailto:board@irba.co.za)  
Docex DX008 Edenvale Internet [www.irba.co.za](http://www.irba.co.za)

**PROPOSED AMENDMENTS TO THE CODE OF PROFESSIONAL CONDUCT FOR REGISTERED AUDITORS RELATING TO REGISTERED CANDIDATE AUDITORS**

In accordance with the provisions of Section 10(1)(a) of the Auditing Profession Act, 2005 (Act No. 26 of 2005) (the Act), the Independent Regulatory Board for Auditors (IRBA) publishes, pursuant to the provision of Section 4(1)(c) of the Act, the following for public information and comment:

**1. Proposed amendments to the Code of Professional Conduct for Registered Auditors relating to Registered Candidate Auditors**

To ensure that all relevant stakeholders are consulted, and to streamline the consultation process, interested and affected stakeholders are invited to submit written comments to the IRBA by 31 October 2019.

Please be advised that the proposed amendments to the IRBA Rules Regarding Improper Conduct are available and may be downloaded from the IRBA website at <https://www.irba.co.za/guidance-to-ras/technical-guidance-for-auditors/exposure-drafts-and-comment-letters>.

The IRBA's Committee for Auditor Ethics (CFAE) will consider comments received on the proposed amendments. All comments received will be regarded as being on public record, unless confidentiality is requested.

Please submit written comments, in both Word and PDF formats, by email to:

The Director: Standards  
Independent Regulatory Board for Auditors  
Attention: Mr I Vanker  
Email: [standards@irba.co.za](mailto:standards@irba.co.za)

For any enquiries, please contact Ms S Adam using the abovementioned email address or call her directly on +27 87 940-8870.

**Mr B P Agulhas**

Chief Executive Officer

**BOARD NOTICE 159 OF 2019**

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**PO Box 8237 Greenstone 1616 Johannesburg South Africa**  
Tel 087 940 8800 Fax 087 940 8873 E-mail [board@irba.co.za](mailto:board@irba.co.za)  
Internet [www.irba.co.za](http://www.irba.co.za)

**COMMITTEE FOR AUDITOR ETHICS (CFAE) OF THE IRBA****CALL FOR NOMINATIONS**

The objective of the IRBA is to endeavor to protect the financial interests of the South African public and international investors in South Africa through the effective and appropriate regulation of audits conducted by registered auditors, in accordance with internationally recognised standards and processes.

The statutory functions of the IRBA are to:

- Take steps to promote the integrity of the auditing profession.
- Take steps it considers necessary to protect the public in their dealings with registered auditors.
- Prescribe the standards of professional competence, ethics and conduct of registered auditors.
- Encourage education in connection with, and research into, any other matter affecting the auditing profession.
- Prescribe auditing standards.

**Committee for Auditor Ethics (CFAE)**

In terms of Section 20(2)(a) of the Auditing Profession Act, Act 26 of 2005 (the Act), the IRBA Board must establish a committee for auditor ethics in accordance with section 21 of the Act.

A member of the CFAE appointed in terms of section 21(1)(b) of the Act will hold office for a period not exceeding three years, and may be reappointed, but may not serve more than two consecutive terms of office.

Currently, one vacancy is required to be filled.

**Required Qualifications and Experience**

Applications must include a curriculum vitae detailing the applicant's knowledge and experience in the use of audit.

Eligible persons who wish to be considered for appointment are invited to submit applications to the Board Secretary, Ms J Levendal at [board@irba.co.za](mailto:board@irba.co.za).

In appointing suitable persons, the IRBA will take into account the current demographic composition of the committees and will seek to achieve a more representative committee in accordance with the demographics of the country.

Each application must include a Curriculum Vitae detailing the applicant's knowledge, experience and suitability as a committee member, copies of the applicant's qualifications and a completed nominations form which can be downloaded from the IRBA's website at [www.irba.co.za](http://www.irba.co.za).

The closing date for this applications is **30 September 2019**.

Bernard Peter Agulhas  
Chief Executive Officer



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PO Box 8237 Greenstone 1616 Johannesburg South Africa  
Tel 087 940 8800 Fax 087 940 8873 E-mail [board@irba.co.za](mailto:board@irba.co.za)  
Internet [www.irba.co.za](http://www.irba.co.za)

## INVESTIGATIONS COMMITTEE (INVESCO) OF THE IRBA

### CALL FOR NOMINATIONS

The objective of the IRBA is to endeavor to protect the financial interests of the South African public and international investors in South Africa through the effective and appropriate regulation of audits conducted by registered auditors, in accordance with internationally recognised standards and processes.

The statutory functions of the IRBA are to:

- Take steps to promote the integrity of the auditing profession, which includes investigating alleged improper conduct;
- Take steps it considers necessary to protect the public in their dealings with registered auditors.
- Prescribe the standards of professional competence, ethics and conduct of registered auditors.
- Encourage education in connection with, and research into, any other matter affecting the auditing profession.
- Prescribe auditing standards.

#### Investigations Committee (INVESCO)

In terms of Section 20(2)(e) of the Auditing Profession Act, Act 26 of 2005 (the Act), the IRBA Board must establish an investigating committee (INVESCO). Currently, two vacancies are required to be filled.

A member of the INVESCO appointed in terms of section 20(2)(e) of the Act will hold office for a period not exceeding three years, and may be reappointed, but may not serve more than two consecutive terms of office. As most cases dealt with involve work related to auditing, accounting, and ethics, and are conducted through general legal principles, a sound and thorough understanding of these disciplines is required.

Currently two vacancies are required to be filled.

#### Required Qualifications and Experience

- One CA(SA) with a minimum of 10 years' experience in practicing auditing and who is not in the employ of an external audit firm or related entity.
- One advocate or attorney who has 10 years' experience in practicing law and who is not in the employ of an external audit firm or related entity.

Eligible persons who wish to be considered for appointment are invited to submit applications to the Board Secretary, Ms J Levendal at [board@irba.co.za](mailto:board@irba.co.za).

In appointing suitable persons, the IRBA will take into account the current demographic composition of the committees and will seek to achieve a more representative committee in accordance with the demographics of the country.

Each application must include a Curriculum Vitae detailing the applicant's knowledge, experience and suitability as a committee member, copies of the applicant's qualifications and a completed nominations form which can be downloaded from the IRBA's website at [www.irba.co.za](http://www.irba.co.za).

The closing date for this applications is **30 September 2019**.

Bernard Peter Agulhas  
Chief Executive Officer



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Internet [www.irba.co.za](http://www.irba.co.za)

## INSPECTIONS COMMITTEE (INSCOM) OF THE IRBA

### CALL FOR NOMINATIONS

The objective of the IRBA is to endeavor to protect the financial interests of the South African public and international investors in South Africa through the effective and appropriate regulation of audits conducted by registered auditors, in accordance with internationally recognised standards and processes.

The statutory functions of the IRBA are to:

- Take steps to promote the integrity of the auditing profession, which includes conducting inspections
- Take steps it considers necessary to protect the public in their dealings with registered auditors.
- Prescribe the standards of professional competence, ethics and conduct of registered auditors.
- Encourage education in connection with, and research into, any other matter affecting the auditing profession.
- Prescribe auditing standards.

#### Inspections Committee (INSCOM)

In terms of Section 20(2)(d) of the Auditing Profession Act, Act 26 of 2005 (the Act), the IRBA Board must establish an Inspections Committee (INSCOM) and appoint its members. The Committee is responsible for monitoring the process and outcomes of IRBA inspections of registered auditors in South Africa.

A member of the INSCOM will hold office for a period not exceeding three years, and may be reappointed, but may not serve more than two consecutive terms of office.

Currently, one vacancy is required to be filled.

#### Required Qualifications and Experience

Applications must include a curriculum vitae detailing the applicant's knowledge and experience in an executive role or higher and 7 (seven) years post CA(SA) qualification experience in external auditing (including as an academic). Any specialism in the following fields would be advantageous:

- Investor/Financial Analyst
- Financial Reporting
- IT Audit
- Taxation

This person would be required to not be directly or indirectly involved in public practice or a member of the IRBA Investigations Committee or Disciplinary Committee.

Eligible persons who wish to be considered for appointment are invited to submit applications to the Board Secretary, Ms J Levendal at [board@irba.co.za](mailto:board@irba.co.za).

In appointing suitable persons, the IRBA will take into account the current demographic composition of the committees and will seek to achieve a more representative committee in accordance with the demographics of the country.

Each application must include a Curriculum Vitae detailing the applicant's knowledge, experience and suitability as a committee member and a completed nominations form which can be downloaded from the IRBA's website at [www.irba.co.za](http://www.irba.co.za).

The closing date for this applications is **30 September 2019**.

Bernard Peter Agulhas  
Chief Executive Officer

**BOARD NOTICE 160 OF 2019**

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PO Box 8237 Greenstone 1616 Johannesburg South Africa  
Tel 087 940 8800 Fax 087 940 8873 E-mail [board@irba.co.za](mailto:board@irba.co.za)

**PROPOSED AMENDMENTS TO THE CODE OF PROFESSIONAL CONDUCT FOR REGISTERED AUDITORS**

In accordance with the provisions of Section 10(1)(a) of the Auditing Profession Act No. 26 of 2005 (the Act), the Independent Regulatory Board for Auditors (IRBA) publishes, pursuant to the provisions of Section 4(1)(c) of the Act, the following for public information and comment:

**1. Proposed Changes to Promote Role and Mindset Expectations of Professional Accountants**

To ensure that all relevant stakeholders are consulted and to streamline the consultation process, interested and affected stakeholders are invited to submit written comments to the IRBA by 17 October 2019.

Please be advised that the proposed changes to the IRBA Code of Professional Conduct for Registered Auditors (Revised November 2018) are available and may be downloaded from the IRBA website on <https://www.irba.co.za/guidance-to-ras/technical-guidance-for-auditors/exposure-drafts-and-comment-letters>.

The IRBA's Committee for Auditor Ethics (CFAE) will consider the comments received on the proposed amendments. All comments received will be regarded as a public record, unless confidentiality is requested.

Please submit written comments, in both Word and PDF formats, by email to:

The Director: Standards  
Independent Regulatory Board for Auditors  
Attention: Mr I Vanker  
Email: [standards@irba.co.za](mailto:standards@irba.co.za)

For any enquiries, please contact Ms S Adam via email, using the abovementioned email address, or call her directly on +27 87 940-8870.

**Mr BP Agulhas**

Chief Executive Officer

**BOARD NOTICE 161 OF 2019**

Ms. Stella Ndabeni-Abrahams, MP, the Minister of Communications and Digital Technologies, invites the public to nominate persons for appointment as non-executive members of the Board of the South African Post Office SOC Ltd, in terms of section 11(1)(a) of the South African Post Office SOC Ltd Act no. 22 of 2011 as amended.

Written nominations must contain the following:

**In respect of the nominator;** a signed nomination letter bearing the full name, identity number, physical and postal address, telephone number and e-mail address of the nominator.

**In respect of nominee,** a signed letter of acceptance of the nomination must be accompanied by a comprehensive curriculum vitae (CV); certified proof of academic qualifications including a certified copy a matric certificate; and identity documents (ID). The CV must have the following information: identity number, physical and postal addresses; telephone and facsimile number and e-mail address. An indication of the representation Board and Board Committees participation is required.

**The nominees must be people with a high degree of integrity, honesty, transparency, and accountability and be capable of providing ethical leadership to the entity.**

The following skills and experience will be considered to ensure the appointment of a balanced Board with a mix of skills to provide proper governance for the successful implementation of SAPO's mandate:

- Cyber Security;
- Digital Transformation;
- Postal services and postal services management;
- Mail Operations, Postal Regulatory (international expertise and understanding of regulation and transformation of the postal sector);
- Property Management;
- Logistics and Courier services;
- Sales and Marketing and e-Commerce;
- Corporate Governance, IT Governance, and Ethics;
- Retail expertise (with a demonstrable successful track record of strategic retail leadership in rural and peri-urban areas);
- Financial inclusion, Finance and financial services (financial accounting, management accounting, financial management, financial reporting, auditing, risk management, corporate finance, banking, and non-banking financial services);
- Public Sector Finance (Public Finance Management Act) including key Government policies and priorities such as the National Development Plan;

- Legal in corporate law and contracts management;
- Information Communication and Technologies (ICT);
- Supply Chain Management;
- Human capacity development and human resource management;
- Business Analyst;
- Project management;
- Transformation in terms of diversity and inclusion, particularly the delivery of services to underserved areas; and
- Any other field of expertise that may assist in transforming the Post Office into a sustainable company that meets the developmental objectives of the Republic.

The following proven skills, knowledge, qualifications, and experience in the ICT sector will be added advantage: Public Sector leadership and with relevant experience in legislation and regulation such as SAPO Act, Postbank Act, ECA, PFMA; Digital Skills and Multimedia and Turnaround specialist skills.

Candidates must be South African citizens and will be required to disclose a financial interest in line with section 10 of the Act. In addition, all applicants need to comply with Section 11(4)(c) of the SAPO Act in that members of the Board must be fit and proper persons as contemplated in section 44(2)(d) of the Banks Act.

Successful candidates must submit themselves to verification of qualification and security clearance.

**NB: Nominations will not be considered unless all the requirements set out above are met. Correspondence will be entered into with shortlisted candidates only.**

The Director-General, Department of Telecommunications and Postal Services For attention: <b>Ms. Precious Tsolo</b> , The Acting Chief Director, SOE Governance and Support,
Ground Floor, Block B, iParioli Office Park, 1166 Park Street, Hatfield, Pretoria
Tel: (012) 421 7025 or (012) 427 8243

Alternatively, email to [NEDAPPOINTMENT@dtps.gov.za](mailto:NEDAPPOINTMENT@dtps.gov.za)

**CLOSING DATE FOR NOMINATIONS: Friday, 20 September 2019**



**Ms Stella Tembisa Ndabeni-Abrahams (MP)**  
**Minister of Communications and Digital Technology**

Date: 23/08/2019

**BOARD NOTICE 162 OF 2019**

Ms. Stella Ndabeni-Abrahams, MP, the Minister of Communications and Digital Technologies, invites the public to nominate persons for appointment as non-executive members of the Board of the South African Postbank SOC Ltd, in terms of sections 12(1) of the South African Postbank Ltd Act no. 9 of 2010 as amended, that are fit and proper to hold the office of a member of the Board of a banking institution, as contemplated in the Banks Act.

Written nominations must contain the following:

**In respect of the nominator;** a signed nomination letter bearing the full name, identity number, physical and postal address, telephone number and e-mail address of the nominator.

**In respect of nominee,** a signed letter of acceptance of the nomination must be accompanied by a comprehensive curriculum vitae (CV); certified proof of academic qualifications including matric certificate; and identity document (ID). The CV must have the following information: identity number, physical and postal addresses; telephone and facsimile number and e-mail address. The candidate should indicate whether she or he serves on the Board or Board Committees of any other organisation and provide such information.

**The nominees must be people with a high degree of integrity, honesty, transparency, and accountability and be capable of providing ethical leadership to the entity.**

The following skills and experience will be considered to ensure the appointment of a balanced Board with a mix of skills to provide proper governance for the successful implementation of Postbank's mandate:

- Banking and economics
- Project Management;
- Risk Management
- Financial inclusion, Finance and financial services (financial accounting, management accounting, financial management, financial reporting, auditing, corporate finance and banking);
- Information Communication and Technologies (ICT);
- Legal in corporate law and contracts management;

- Corporate Governance and transformation in terms of diversity and inclusion.
- Human capacity development and human resource management;
- Block chain;
- Cyber security;
- Digital transformation;

The following proven skills, knowledge, qualifications, and experience in the banking and developmental finance sectors will be added as advantageous: relevant experience in legislation and regulation such as Postbank Act, Banks Act, PFMA; Digital Skills and Multimedia.

Candidates must be South African citizens and will be required to disclose a financial interest in line with section 16 of the Postbank Act.

Successful candidates must submit themselves to amongst others, verification of qualification and security clearance, as part of the fit and proper assessment process.

**NB: Nominations will not be considered unless all the requirements set out above are met. Correspondence will be entered into with shortlisted candidates only.**

Written Nominations must be addressed to:

The Director-General, Department of Telecommunications and Postal Services For attention: <b>Mr Moses Ntshabele</b>
Ground Floor, Block B, iParioli Office Park, 1166 Park Street, Hatfield, Pretoria
Enquiries: Tel: (012) 421 8050 or (012) 427 8100

Alternatively, email to **[NEDAPPOINTMENT@dtps.gov.za](mailto:NEDAPPOINTMENT@dtps.gov.za)**

CLOSING DATE FOR NOMINATIONS: Friday, 20 September 2019

**MS STELLA NDABENI - ABRAHAMS, MP**  
**MINISTER**  
**DATE:**