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**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

No. R. 1151

11 December 2009

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

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Textile Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from .....21 December 2009..... and for the period ending 31 December 2010.

**MMS MDLADLANA**  
**MINISTER OF LABOUR**

No. R. 1151

11 Desember 2009

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

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Tekstiel Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van .....21 Desember 2009....., en vir die tydperk wat op 31 Desember 2010 eindig.

**MMS MDLADLANA  
MINISTER VAN ARBEID**

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

in accordance with the provisions of the Labour Relations Act, 1995 (as amended),  
made and entered into by and between the

**South African Cotton Textile Processing Employers' Association  
(SACTPEA)**

**South African Carpet Manufacturing Employers' Association (SACMEA)**

**National Manufactured Fibres Employers' Association (NMFEA)**

**National Association of Worsted Textile Manufacturers (NAWTM)**

**Narrow Fabric Manufacturers Association (NFMA)**

**South African Wool and Mohair Processors' Employers' Organisation  
(SAWAMPEO)**

**National Textile Manufacturers' Association (NTMA)**

**South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)**

**South African Blankets Manufacturers Employers' Organisation  
(SABMEO)**

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

and the

**Southern African Clothing and Textile Workers' Union (SACTWU)**

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

being the parties to the

**National Textile Bargaining Council (NTBC)** to amend the collective agreement published under Government notice No. R.78 of 9 February 2007 as amended and extended by Government notices Nos. R.430 of 18 April 2008, R.1149 of 31 October 2008 and R.38 of 23 January 2009

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**EXPLANATORY NOTE:**

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

**PART 1**

**A: APPLICATION**

**1. SCOPE OF APPLICATION**

Substitute the following for the existing clause 1

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

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

### **1.1.1. Fibre Manufacture**

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

#### **1.1.1.1 Natural Fibres**

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

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

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

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

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

### **1.1.3 Manufacture of Textiles**

The manufacture, processing, dyeing, finishing, and further processing of all classes of woven, non-woven, crocheted and braided textiles from any of (or combination of) the inputs specified in 1.1.1 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 1.1.1 (above) shall include, but not be limited to, the following products (used here simply as an indicative list):

- a. synthetic textile fibres and yarns;
- b. vegetable fibres and yarns (including the activities conducted in cotton gins)
- c. woven fabrics and products;
- d. non-woven fabrics and products;

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

r. **technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:**

- **tyre-cord, belting, hose, tank fabrics, conveyor belts;**
- **textiles used to reinforce plastics; mining and civil engineering**
- **textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;**
- **textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;**
- **textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;**
- **medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;**
- **fabrics used to filter air, gas or liquids;**
- **fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.**

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

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

## **2. PERIOD OF OPERATION**

This Agreement shall come into operation on such a date as the Minister of Labour extends the Agreement to non-parties, and shall remain in force until 31 December 2010.

## **3. EXCEPTIONS**

Delete the existing Clause 3

## **H. GENERAL**

### **4. CLAUSE 52: HIV/AIDS**

Insert the following new Clause 52

"The Code of Good Practice on Key aspects of HIV/AIDS and Employment as set out in Annexure B1 to this agreement shall be policy in the Textile industry"

## **ANNEXURE B1**

### **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 indi-

viduals 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, the Labour Relations Act, 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, and all relevant Legislation which includes the following:
  - (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 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 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.

- 5.3.4. In accordance with Section 187(1)(f) of the Labour Relations Act, No. 66 of 1995, 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; 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.
- 5.3.7. In accordance with the Basic Conditions of Employment Act, No. 75 of 1997, 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, 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, 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;**
- (xiii) 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 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;

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1[1] The Employment Equity Act 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.

- (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.

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.2[2] 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.

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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. 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.

**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, 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.

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. 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.
- 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 3[3], 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;

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

- (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.

## **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*****Affected employee***

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

***AIDS***

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.

***Epidemiological***

The study of disease patterns, causes, distribution and mechanisms of control in society.

***HIV***

HIV is the acronym for "human immuno deficiency virus". HIV is a virus which attacks and may ultimately destroy the body's natural immune system.

***HIV testing***

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.

***HIV positive***

having tested positive for HIV infection.

***Infected employee***

an employee who has tested positive for HIV or who has been diagnosed as having HIV/AIDS.

***Informed consent***

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.

***Policy***

a document setting out an organisation's position on a particular issue.

***Pre and post test counseling***

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.

***Reasonable Accommodation***

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.

***STDs***

acronym for "sexually transmitted diseases". These are infections passed from one person to another during sexual intercourse, including syphilis, gonorrhea and HIV.

***Surveillance Testing***

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.

**PART 2****ANNEXURE C****WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR****A. APPLICATION****5. CLAUSE 1: SCOPE OF APPLICATION**

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

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

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

**B: REMUNERATION****6. CLAUSE 4: MINIMUM WAGES**

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

- 4.1 As per the provisions of 4.1 of Part 1 of this Agreement
- 4.2 Every employer must pay each employee a wage increase and a *minimum wage* that is not less than that detailed in clause 4.2.1 and 4.2.2 below:
- 4.2.1 Each employer must pay employees an hourly increase for each *grade*, as follows:

**WOVEN AND CROCHET:**

GRADE	INCREASE
A1	100 cents per hour
A2 0-3 months	100 cents per hour
4-6 months	101 cents per hour
Qualified	101 cents per hour
A3	103 cents per hour
B1 0-6 months	104 cents per hour
7-12 months	105 cents per hour
Qualified	106 cents per hour
B2 0-6 months	105 cents per hour
7-12 months	106 cents per hour
Qualified	107 cents per hour
B3 0-6 months	110 cents per hour
7-12 months	112 cents per hour
Qualified	113 cents per hour
B4	120 cents per hour

**CLOTHING ACCESSORIES:**

GRADE	INCREASE
A1	90 cents per hour
A2	91 cents per hour
A3	93 cents per hour
B1	95 cents per hour
B2	96 cents per hour
B3	102 cents per hour
B4	108 cents per hour
B5	116 cents per hour

**BRAIDING:**

GRADE	INCREASE
A1	57 cents per hour
A2	58 cents per hour
A3	60 cents per hour
B2	63 cents per hour
B5	68 cents per hour

4.2.2 The minimum hourly wage rate shall be as follows:

**WOVEN AND CROCHET:**

GRADE	HOURLY RATE OF PAY
A1	R16.93
A2 0-3 months	R17.02
4-6 months	R17.10
Qualified	R17.21
A3	R17.47
B1 0-6 months	R17.67
7-12 months	R17.81
Qualified	R18.03
B2 0-6 months	R17.84
7-12 months	R18.06
Qualified	R18.21
B3 0-6 months	R18.75
7-12 months	R19.00
Qualified	R19.22
B4	R20.44

**CLOTHING ACCESSORIES:**

GRADE	HOURLY RATE OF PAY
A1	R15.22
A2	R15.50
A3	R15.73
B1	R16.20

B2	R16.36
B3	R17.26
B4	R18.41
B5	R19.75

**BRAIDING:**

GRADE	HOURLY RATE OF PAY
A1	R9.67
A2	R9.79
A3	R10.26
B2	R10.75
B5	R11.48

**4.3 Clause 4.3 of Part 1 of this Agreement is not applicable in this subsector**

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

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

Year 1 of employment	25 % below the hourly gazetted rate
Year 2 of employment	15 % below the hourly gazetted rate
Year 3 of employment	8 % below the hourly gazetted rate
Year 4 of employment	Normal hourly gazetted rate

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

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

#### **D: LEAVE**

#### **7. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE**

Substitute the following for the existing clause 24.4

Request for family responsibility leave for time-off to attend to a child's (under the age of 13 years old) first day of a new school will be dealt with at plant level.

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

#### **8. CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Insert the following new clause 29.4

29.4 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 implementation to be agreed to at plant level. This clause shall expire on 30 June 2010

**H: GENERAL****9. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT**

Insert the following new clause 49.4

**49.4 Attendance Bonus:**

The parties agree to the principle of increased productivity through an attendance incentive. All bargaining unit employees shall receive an incentive of 0.75% per week for full attendance based on the gazetted normal hourly rates as reflected in the TABLE below, subject to the following eligibility exclusions:

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

**WOVEN AND CROCHET:**

GRADE	ATTENDANCE INCENTIVE HOURLY RATE
A1	0.12 cents per hour

A2 0-3 months	0.12 cents per hour
4-6 months	0.12 cents per hour
Qualified	0.12 cents per hour
A3	0.12 cents per hour
B1 0-6 months	0.12 cents per hour
7-12 months	0.13 cents per hour
Qualified	0.13 cents per hour
B2 0-6 months	0.13 cents per hour
7-12 months	0.13 cents per hour
Qualified	0.13 cents per hour
B3 0-6 months	0.13 cents per hour
7-12 months	0.13 cents per hour
Qualified	0.14 cents per hour
B4	0.14 cents per hour

**CLOTHING ACCESSORIES:**

GRADE	ATTENDANCE INCENTIVE HOURLY RATE
A1	0.11 cents per hour
A2	0.11 cents per hour
A3	0.11 cents per hour
B1	0.11 cents per hour
B2	0.12 cents per hour

B3	0.12 cents per hour
B4	0.13 cents per hour
B5	0.14 cents per hour

**BRAIDING:**

GRADE	ATTENDANCE
	INCENTIVE HOURLY RATE
A1	0.07 cents per hour
A2	0.07 cents per hour
A3	0.07 cents per hour
B2	0.08 cents per hour
B5	0.08 cents per hour

**10. CLAUSE 52: HIV/AIDS**

Insert the following new Clause 52

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

**PART 2****ANNEXURE D****MANUFACTURED FIBRES SUBSECTOR****A. APPLICATION**

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

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

Manufactured Fibres Sub sector, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the making of: manufactured fibres, including the manufacture and distribution of polymers or other materials from which manufactured fibres are derived, the dyeing and / or finishing and / or processing in any manner whatsoever of such fibres, polymers or materials, and includes all operations, products and activities incidental thereto and consequent thereon.

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

Substitute the following for the existing clause 4.1 and 4.2

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

Grade	Minimum Monthly Wage
A1	R4235.67
A2	R4566.69
A3	R4742.37
B1	R5119.44
B2	R5347.61
B3	R5661.48
B4	R6093.20
B5	R6704.86

**13. CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

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

**H: GENERAL****14. CLAUSE 52: HIV/AIDS**

Insert the following new Clause 52

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

**PART 2****ANNEXURE E****CARPETS SUBSECTOR****A. APPLICATION****15. CLAUSE 1: SCOPE OF APPLICATION**

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

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

Carpets Subsector, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture and / or converting of: all types of carpets, rugs, carpet tiles and broadloom carpets, and includes all operations, products and activities incidental thereto and consequent thereon.

## B. REMUNERATION

### 16. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

- 4.1 The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be R20.49 per hour unless an exemption is granted:
- 4.2 Every employer must pay each employee a wage that is not less than the minimum wage set out in clause 4.1 above.
- 4.3 As per the provisions of clause 4.3 of Part 1 of *this Agreement*.

### 17. CLAUSE 6: SHIFT ALLOWANCE

Substitute the following for the existing clause 6

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.

**18. CLAUSE 7: LONG SERVICE ALLOWANCE**

Substitute the following for the existing clause 7

- 7.1 Every employer must pay each employee a long service allowance in addition to the wage prescribed in clause 4 above.
- 7.2 The long service allowance is R0.85 per week for each completed year of service

**E: EMPLOYEE BENEFITS****19. CLAUSE 25: RETIREMENT FUND**

Substitute the following for the existing clause 25

- 25.1 As per the provisions of clause 25.1 of Part 1 of *this Agreement*
- 25.2 The employer contribution to the applicable retirement fund shall be a minimum of 8.5% of the basic wage and the employee contribution to the fund shall be a minimum of 6.5% of the basic wage.

Temporary employees in the employ of the employer shall not be entitled to retirement fund membership for any period of employment during the period of operation of Part 1 of *this Agreement*.

**H: GENERAL****20. CLAUSE 52: HIV/AIDS**

Insert the following new Clause 52

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

**PART 2****ANNEXURE F****WOOL AND MOHAIR SECTION****A. APPLICATION****21. CLAUSE 1: SCOPE OF APPLICATION**

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

Wool and Mohair Section which, without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the purpose of handling and/or receiving and/or grading and/or sorting and/or weighing and/or cataloguing and/or washing and/or carbonising and/or combing and/or bleaching and/or shrink proofing of wool, mohair, and/or similar fibres and includes all operations, products and activities incidental thereto and consequent thereon

**B. REMUNERATION****22. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

- 4.1 The minimum wages for the WOOL AND MOHAIR SECTION which an

employer shall pay to employees shall be R21.34 per hour.

- 4.2 Every employer must pay each employee a wage that is not less than the minimum wage set out in clause 4.1 above.
- 4.3 As per the provisions of clause 4.3 of the Part 1 of this Agreement.

### **23. CLAUSE 8: ANNUAL BONUS**

Substitute the following for the existing clause 8

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.

## **E. EMPLOYEE BENEFITS**

### **24. CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

- 29.1 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.
- 29.2 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 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 HIV/AIDS Project.

- 29.3 Each employee shall be granted an additional 30 minutes lunch break on World Aids Day (1 December) to commemorate the day and participate in awareness programmes organized by the union.

## H. GENERAL

### 25. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

(Substitute the following for the existing clause 49)

#### 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.

### 26. CLAUSE 52: HIV/AIDS

Insert the following new Clause 52

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

## PART 2

### ANNEXURE H

#### WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR

### A. APPLICATION

#### 27. CLAUSE 1: SCOPE OF APPLICATION

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

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

Woven Cotton Textile Products Subsector, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the:

- A. manufacture of yarn from any combination of the following raw materials: cotton; spun silk; rayon, including viscose; acetate; cup ammonium; nylon; and / or any other synthetic or man-made fibre including all waste and / or by-products from any or all such fibres (but excluding the manufacture of any worsted processed yarn for use in the worsted part of the industry);
- B. manufacture of any woven cloth or fabric, from any or all of the raw materials and / or wastes and / or yarns mentioned in "A" (above), including manufactured filament yarns;
- C. printing and/or dyeing and / or finishing and / or processing of any raw materials, and / or wastes, and / or yarns and woven fabrics mentioned in "A" and "B" and includes all operations, products and activities incidental thereto and consequent thereon.

#### B: REMUNERATION

#### 28. CLAUSE 4: MINIMUM WAGES

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

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

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

Grade	Rand per Hour
1	17.78
2	18.14
3	18.62
4	19.43
5	20.41

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

Grade	Increase
1	124 cents per hour
2	127 cents per hour
3	130 cents per hour
4	136 cents per hour
5	142 cents per hour

- 4.5 Those employees who are employed in a higher grade than stipulated in clause 4.2, who fall within this subsector's bargaining unit and who are not covered by other wage agreements resulting from collective bargaining, shall receive a 7.5% increase on their actual hourly wage rate.

- 4.6 An employer who is paying less than the rates set out in clause 4.2 of this Annexure at the date *this Agreement* comes into effect, shall increase the wage rate paid to no less than that specified in clause 4.2 of this Annexure: Provided such wage increase is no lower than that specified in clause 4.4 of this Annexure.

## 29. CLAUSE 10: TEMPORARY EMPLOYEES

Substitute the following for the existing clause 10

- 10.1 As per the provisions of clause 10.1 of Part 1 of this Agreement
- 10.2 80% of the basic hourly wage payable to an employee in accordance with the Councils minimum hourly rates for the sub-sector, for all temporary employees who have been employed after 1 July 2009. This clause does not apply to retrenchees who may be employed at the plant where they were retrenched. This clause shall remain in force until 30 June 2010.
- 10.3 After six months of employment, temporary employees shall be deemed to be permanent employees and their employment terms and conditions shall be adjusted accordingly. Any variation of this arrangement shall be by agreement between the parties at plant level.
- 10.4 At no stage shall the total number of temporary employees exceed 10% of the total number of permanent employees at any company, unless otherwise agreed between the parties at plant level.
- 10.5 Temporary employees in the employ of a company as at December each year shall be entitled to a pro rata annual bonus for all periods of employment during that year.
- 10.6 All temporary employees shall be covered by the closed shop agreement.

**H. GENERAL****30. CLAUSE 50: FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

Substitute the following for the existing clause 50.1

50.1 This agreement shall remain in force until 31 December 2010, save that the parties to the Council shall annually negotiate amendments to this agreement, unless otherwise agreed, provided that no such amendments shall take effect before 1 JULY 2010.

**31. CLAUSE 52: HIV/AIDS**

Insert the following new Clause 52

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

**PART 2****ANNEXURE I****HOME TEXTILES SECTION****A. APPLICATION****32. CLAUSE 1: SCOPE OF APPLICATION**

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

Home Textiles Section, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of household textiles; textile furnishings; towels and toweling; and any other made-up textiles, and includes all operations and activities incidental thereto and consequent thereon; but excludes the manufacture of any garments and other products that are covered by the jurisdiction of the National Clothing Bargaining Council;

## B. REMUNERATION

### 33. CLAUSE 4: MINIMUM WAGES

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

- 4.1 The *minimum wages* for the Home Textiles Section, which an employer shall pay to employees, shall be as specified in table 4.2 below.
- 4.2 Every employer must pay each employee a wage that is not less than the *minimum wage rate* prescribed in the table below:

GRADE	HOURLY RATE OF PAY
1	R 10.28
2	R 10.94
3	R 11.62
4	R 12.35
5	R 13.50

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

GRADE	INCREASE
1	67 cents per hour
2	67 cents per hour
3	67 cents per hour
4	67 cents per hour
5	67 cents per hour

#### 34. CLAUSE 8: ANNUAL BONUS

Substitute the following for the existing clause 8

- 8.1 Each employer shall pay each employee an annual bonus equivalent to 4 (four) weeks' wages, calculated on the actual basic hourly rate.
- 8.2 The annual bonus shall be payable in December each year.
- 8.3 An employee who has not completed a full year's service at the time of the payment of the annual bonus, shall be paid a pro-rata share of the annual bonus.

**H: GENERAL****35. CLAUSE 50: FREQUENCY OF NEGOTIATIONS AND INDUSTRIAL ACTION**

Substitute the following for the existing clause 50.1

50.1 This Agreement shall remain in force until 31 December 2010, save that the parties to the Council shall annually negotiate amendments to this Agreement, unless otherwise agreed, provided that no such amendments shall take effect before 1 July 2010.

**36. CLAUSE 52: HIV/AIDS**

Insert the following new Clause 52

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

**PART 2****ANNEXURE J****BLANKETS SECTION****A. APPLICATION****37. CLAUSE 1: SCOPE OF APPLICATION**

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

Blankets Section, which without in any way limiting the ordinary meaning of the expression, means that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of:

- A. all types of blankets and blanketing (not limited to blanketing, throws, travelling rugs and shawls, whether un-raised, raised, plain, dyed, printed, blanketing in roll-form or otherwise treated) made by woven, knitted (circular or warp), needle-punch, tufted, malipol, malimo processes;
- B. yarns for sale or on commission, if such yarns in the final weight of woollen, worsted, acrylic, cotton, mohair or mixed composition yarns, measure 5 000 metres or more (50d-tex or more) to the kilogram, for use in the manufacture of the articles referred to in paragraph A., and includes all operations, products and activities incidental thereto and consequent thereon.

## B: REMUNERATION

### 38. CLAUSE 4: MINIMUM WAGES

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

- 4.1 The *minimum wage* for the *Blanket Section* which an employer shall pay to employees shall be as specified in clause 4.2 below.
- 4.2 Every employer must pay each employee a wage that is not less than the *minimum wage* set out in the table below.

#### (1) ALL AREAS

Grades	Experience	Increase per hour	Rate per Hour
1	-	0.70 cents	10.21
2	0 – 3 months	0.76 cents	11.03
	Qualified	0.77 cents	11.26
3	0 – 12 months	0.81 cents	11.79
	Qualified	0.82 cents	11.89
4	0 – 12 months	0.90 cents	13.07
	Qualified	0.91 cents	13.19
5	0 – 12 months	1.13 cents	16.45
	Qualified	1.14 cents	16.62

**(2) ISITHEBE AREA**

Grades	Experience	Increase per hour	Rate per Hour
1	-	0.66 cents	8.15
2	0 – 3 months	0.69 cents	8.73
	Qualified	0.70 cents	8.91
3	0 – 12 months	0.74 cents	9.35
	Qualified	0.75 cents	9.42
4	0 – 12 months	0.84 cents	10.53
	Qualified	0.85 cents	10.62
5	0 – 12 months	1.07 cents	13.38
	Qualified	1.08 cents	13.52

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

4.4 An employer who pays an employee below the wage specified in

clause 4.2 shall implement the *minimum wage*.

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

#### H: GENERAL

#### 39 . CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Substitute the following for the existing clause 49

- 49.1 All other terms and conditions shall be prescribed in employment law.
- 49.2 The employment of labour through labour brokers is not allowed in the Blanket Section.
- 49.3 The labour profile targets for the period of this agreement are as follows:
- PERMANENT EMPLOYEES: 62%
- FIXED TERM CONTRACT EMPLOYEES: 38%

#### 40. CLAUSE 52: HIV/AIDS

Insert the following new Clause 52

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

#### PART 2

#### ANNEXURE K

#### NON WOVEN TEXTILES SUBSECTOR

#### A. APPLICATION

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

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

Non-Woven Textiles Subsector, without in any way limiting the ordinary meaning of the expression, shall mean that part of the industry in which employers and employees are associated, either in whole or in part, for any activity whatsoever, for the manufacture of: all types of non-woven textile products including but not limited to flock, wadding, padding, felt, under-felt, medical wadding, cotton wool, and needle-punched, stitch-bonded, spun-bonded; chemically-bonded, thermo-bonded or laminated textile fibre materials. It shall include all operations, products and activities incidental thereto and consequent thereon.

**B. REMUNERATION****42. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

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

Grade	Hourly rate of pay
A1 / A2	R17.39
A3 / B1	R17.59
B2 / B3	R18.46
B4 / B5	R19.85

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

Grade	Increase
A1 / A2	114 cents per hour
A3 / B1	115 cents per hour
B2 / B3	121 cents per hour
B4 / B5	130 cents per hour

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

#### 43. CLAUSE 7: LONG SERVICE ALLOWANCE

Substitute the following for the existing clause 7

- 7.1 Every employer must pay each employee a long-service award in addition to the prescribed weekly wage.
- 7.2 The long-service award is -
- (a) 50c per week for each completed year of service
  - (b) payable from 1 July each year.

#### H: GENERAL

#### 44. CLAUSE 52: HIV/AIDS

Insert the following new Clause 52

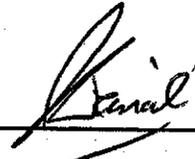
As per the provisions of Clause 52 of Part 1 of this Agreement

Signed at Cape Town, for and behalf of the parties to the Council this 23rd day of  
October 2009



W van der RHEEDE

CHAIRMAN OF THE COUNCIL



J DANIEL

SECRETARY OF THE COUNCIL