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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 647

8 May 1998

LABOUR RELATIONS ACT, 1995

SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL: EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Tito Titus Mboweni, 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 South African Cotton Textile Processing and Manufacturing 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 the Cotton Textile Processing and Manufacturing Industry in the Republic of South Africa, with effect from **18 May 1998** and for the period ending 30 June 1998.

T. T. MBOWENI
Minister of Labour

**THE SOUTH AFRICAN COTTON TEXTILE PROCESSING AND
MANUFACTURING BARGAINING COUNCIL**

MAIN AGREEMENT

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SCHEDULE
SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL
MAIN AGREEMENT

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

South African Cotton Textile Processing Employers' Association

and

Thread Manufacturing and Processing Employers' Association

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

Southern African Clothing and Textile Workers' Union

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

being the parties to the South African Cotton Textile Processing and Manufacturing Bargaining Council.

PART A: APPLICATION

1. SCOPE OF APPLICATION

1.1 This Agreement applies to all employers and all employees who are members of the parties to this Agreement and who are engaged in the Cotton Textile Processing and Manufacturing Industry.

1.2 This Agreement also applies to all other employers and all employees in the Cotton Textile Processing and Manufacturing Industry.

2. PERIOD OF OPERATION

2.1 This Agreement shall come into operation—

- (a) in respect of the parties to the Agreement, on the date of signature;
- (b) in respect of non-parties, 10 days after the date of publication in the *Gazette*.

2.2 This Agreement shall remain in force until **30 Junie 1998**.

3. EXCEPTIONS

The provisions of this Agreement do not apply to—

- 3.1 employees whose wages are not prescribed in the Wage Schedule to this Agreement; and
- 3.2 non-parties in respect of clauses 1.1, 2, 23.6, 25.1, 26 and 35.

PART B: REMUNERATION

4. MINIMUM WAGES

4.1 Minimum wages are prescribed for the *Cotton Textile Processing and Manufacturing Industry* in the Wage Schedule to this Agreement.

4.2 Every employer must pay each *employee* a wage that is not less than the *minimum wage* prescribed in the Wage Schedule for that *employee's* relevant grade and experience.

5. CALCULATION OF WAGES

5.1 Any calculation of wages, or deduction from wages, must be based on the weekly wage or the weekly deduction.

5.2 A weekly wage means the basic hourly rate multiplied by the ordinary hours worked in the week.

6. ANNUAL BONUS

6.1 Subject to the provisions of this Agreement, each employee who has worked continuously for the same employer for a full calendar year, must at the end of the calendar year receive a minimum annual bonus of two weeks' basic pay, calculated at such employee's rate.

6.2 In respect of employees who are employed and who have less than one calendar year of service, any annual bonus payable at the date of payment of bonuses in terms of this Agreement must be prorated in accordance with actual completed service.

7. CHANGE IN OCCUPATION

If an employer requires or permits an *employee* to work for longer than an hour in an occupation or 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 occupation skill level.

8. CASUAL EMPLOYEES

An employer must pay a casual employee a daily wage—

- 8.1 for each hour, or part thereof;
- 8.2 no less than the basic hourly wage payable to an *employee* in that workplace.

9. DEDUCTIONS

- 9.1 An employer may not fine or levy an *employee* or charge an *employee* a fee.
- 9.2 An employer may not deduct any amount from an *employee's* wages, except an amount—
 - (a) required by law; or
 - (b) required or permitted by this or any other collective agreement.
- 9.3 An *employee* may authorise the employer to deduct an amount from the *employee's* wage for—
 - (a) a registered sick benefit, medical aid, pension or provident fund; and/or
 - (b) insurance, annuity, savings, or holiday schemes approved by the Council; and/or
 - (c) any other deduction authorised by the *employee*, as agreed to between the individual *employee* and the employer.
- 9.4 The authorisation referred to in a clause 9.3—
 - (a) must be in writing; and
 - (b) does not apply to any fund or scheme established by the Council.

10. PAYMENT OF REMUNERATION

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

10.2 Payment may be made—

- (a) in cash;
- (b) by bank transfer;
- (c) by bank deposit; or
- (d) by cheque.

10.3 Payment must be accompanied by a payslip with the following details:

- (a) The name of the employer;
- (b) the name, identity document number, clock number and/or payroll number of the *employee*;
- (c) *employee's* date of employment;
- (d) the grade of the *employee*;
- (e) the total ordinary hours worked;
- (f) the overtime hours worked;
- (g) the rate of pay;
- (h) any other payment due to the *employee* in accordance with this Agreement;
- (i) any shift premium;
- (j) any long-service award;
- (k) the deductions made and the reason for the deduction;
- (l) remuneration due; and
- (m) the period in respect of which payment is made.

10.4 Payment must be made—

- (a) in respect of monthly paid employees, during the last week of the month; or
- (b) in respect of weekly paid employees, within eight days of the week worked; or
- (c) in respect of casual employees, at the end of each period of completed employment.

10.5 Payment in cash must be made—

- (a) in an envelope or a container; and
- (b) during working hours or within 15 minutes of the end of the shift. If 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.

PART C: HOURS OF WORK

11. ORDINARY HOURS OF WORK

11.1 The maximum ordinary hours of work that an employer may require or permit an *employee* to work are 46 ordinary hours in a week.

11.2 Ordinary hours of work are consecutive.

11.3 Ordinary hours of work are exclusive of meal breaks.

12. OVERTIME

12.1 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.

12.2 Overtime may not be offset against short time.

13. MEAL AND OTHER INTERVALS

13.1 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.

13.2 No work may be performed during a meal interval.

13.3 Where employees are engaged in rotational shift work, and where such employees' machines are kept running during a meal break, thus involving an additional workload for those not on official meal breaks, the additional workload must be remunerated.

Remuneration payable in respect of such additional workload must be for 15 minutes per day, increasing to 30 minutes per day in equal portions by 1 July 2000.

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

13.5 Intervals of less than 30 minutes are part of the ordinary or overtime hours of work.

13.6 Intervals of longer than 1,25 hours are part of the ordinary hours of work.

13.7 Every *employee* must be given at least two 10 minute breaks per shift. These breaks are part of ordinary time.

13.8 The 20 minutes allocated for the rest intervals may by agreement be—

(a) added to the meal interval if less than 40 minutes; or

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

14. PUBLIC HOLIDAYS

14.1 An employer may not require or permit employees, apart from security guards, to work on a public holiday except in accordance with an agreement.

14.2 The public holidays are the following:

(a) January 1, New Years Day

(b) March 21, Human Rights Day

(c) Good Friday

(d) Family Day

(e) April 27, Freedom Day

(f) May 1, Workers' Day

(g) June 16, Youth Day

(h) August 9, National Women's Day

(i) September 24, Heritage Day

(j) December 16, Day of Reconciliation

(k) December 25, Christmas Day

(l) December 26, Day of Goodwill

14.3 A public holiday may be exchanged for any other day by agreement.

14.4 If a public holiday falls on a Sunday, the following Monday must be a holiday.

14.5 An employer must pay an *employee* his or her basic daily wage for a public holiday. If an *employee* works 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 hours worked, whichever is the greater.

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

15. SUNDAYS

15.1 If an *employee* works less than four hours on a Sunday, then the employer must pay to that *employee* the amount which that *employee* would have earned on an ordinary working day.

15.2 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, if applicable, any night-shift allowance, and grant to that *employee* one paid day off in the next working week.

16. EXCEPTIONS

The provisions concerning meal intervals, rest intervals and overtime in this Part 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.

PART D: LEAVE

17. ANNUAL LEAVE

17.1 In this clause, "the annual leave cycle" means the period of 12 months' continuous employment immediately following the completion of the agreed annual leave cycle. Leave must be taken within four months of the anniversary of the annual leave cycle.

17.2 If an *employee* has completed an annual leave cycle, that *employee* is entitled to a minimum of 13 days' leave in December 1997, exclusive of public holidays, and to 15 days' leave per annum, exclusive of public holidays, effective as of 1 January 1998.

17.3 Leave pay must be calculated on the ordinary daily hours of work per day of the *employee*.

18. SICK LEAVE

18.1 An *employee* who works not more than five days a week and falls sick, may be absent from work for up to 30 working days during a period of 36 consecutive months. However, during the first 12 months of employment an *employee* who is sick may only take one day's sick leave for every five weeks worked.

18.2 An *employee* who works more than five days a week and falls sick, may be absent from work for up to 36 working days during a period of 36 consecutive months. However, during the first 12 months of employment, such an *employee* who is sick may only take one day's sick leave for every completed month worked.

18.3 An employer may be required by law to pay sick leave for longer periods of time.

18.4 An employer must pay an *employee* the *employee's* basic daily wage for each day that the *employee* is entitled to paid sick leave.

18.5 An employer is not required to pay sick leave—

- (a) to an *employee* if they have both made a contribution to a fund or organisation that has guaranteed to pay the *employee* monies in lieu of wages during times of incapacity;
- (b) 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;
- (c) to an *employee* who has been absent from work for less than two days on two or more occasions in an eight-week period; or
- (d) to a *casual employee*.

19. MATERNITY LEAVE

19.1 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 commencing her maternity leave will be entitled to maternity leave not exceeding six months for any one pregnancy.

19.2 During the period of maternity leave all terms and conditions of employment under the employment contract will be suspended, except that—

- (a) where there is a compliance with clause 19.1, service will be regarded as uninterrupted;
- (b) the *employee* will be entitled to receive 33,2% of her normal rate of payment calculated at the basic hourly rate. Such payment will be payable for a maximum period of 13 weeks.

19.3 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.

The *employee* must, however, notify the employer in writing of her intention to return to work at least four weeks prior to returning.

19.4 No pregnant *employee* may be required or permitted to work during the period commencing four weeks prior to her expected date of confinement and ending eight weeks after her date of confinement.

20. PATERNITY AND COMPASSIONATE LEAVE

There will be three days' paid paternity and/or compassionate leave per annum, subject to—

20.1 in the case of paternity leave—

- (a) satisfactory proof of birth in the form of a birth certificate;
- (b) the child being born to a wife/common law wife;
- (c) such leave being taken at or around the time of the birth of the child, and in any event within one month of the birth;

20.2 in the case of compassionate leave—

- (a) the death of an immediate family member (defined as own child/brother/sister/spouse or parent or grandparent);
- (b) satisfactory proof of death in the form of a death certificate;
- (c) such leave being taken at or around the time of the death of the family member, and in any event within one month of the death.

20.3 Paternity and compassionate leave is not accumulative.

20.4 Payment of any benefit claimed in terms of this Agreement may only be made after compliance with these provisions.

PART E: EMPLOYEE BENEFITS

21. PROVIDENT FUND

21.1 All employers and *employees* must contribute to a registered retirement fund.

21.2 Every *employee* must contribute an amount equivalent to 5,0% of the *employee's* basic weekly wage.

21.3 Every employer must contribute a minimum amount at least equivalent to 5,0% of each *employee's* basic weekly wage.

22. BURSARY SCHEME

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

22.2 Every employer must pay to Council an amount of 20 cents per week per *employee*.

22.3 Payments must be made on or before the 15th day of the month in which such payments become due.

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

PART F: TERMINATION OF CONTRACT OF EMPLOYMENT

23. TERMINATION OF CONTRACT OF EMPLOYMENT

23.1 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) one shift's wage in lieu of notice.

23.2 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) one week's wage in lieu of notice.

23.3 Notice of termination must be given—

- (a) in writing;
- (b) outside any period of leave.

23.4 If an *employee* fails to adhere to the provisions in this clause then an employer may deduct from any money that employer owes the *employee*, the *employee's* basic hourly wage for every hour he or she was away from work.

23.5 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.

23.6 In the event of any legislated change regarding the termination of employment and notice period the parties agree to comply with any such change, within one month of any such promulgation.

24. CERTIFICATE OF SERVICE

Upon termination of the contract of service the employer must provide the *employee* with a certificate of service, in the manner of Annexure B.

PART G: ORGANISATIONAL RIGHTS

25. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION

25.1 Any *employee* who is a member of the trade union may authorise the employer in writing to deduct subscriptions or levies of the trade union from the employee's wages.

25.2 An employer who receives authorisation in terms of clause 25.1 must begin making the authorised deductions from the beginning of the following month.

25.3 Every employer must pay the amount deducted to the Council by the 15th of the following month. It must be accompanied by a schedule detailing:

- (a) The name of the employer;
- (b) the names of the members in respect of whom the deductions have been made;
- (c) the amounts deducted; and
- (d) the names of the members in respect of whom deductions have not been made and the reasons why.

25.4 An *employee* may revoke an authorisation given in terms of clause 25.1 by giving the employer and the trade union one month's written notice. Such written notice must be given to the head office of the union.

25.5 An employer who receives a notice in terms of clause 25.4 must continue to make the authorised deductions until the notice period has expired.

26. TRADE UNION REPRESENTATION ON THE COUNCIL

Every employer must give employees who are representatives or who participate on the Council every reasonable facility to attend to their duties arising from their work on the Council.

PART H: GENERAL

27. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCKOUT

27.1 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:

- (a) The interpretation or application, including enforcement, of this Agreement; or
- (b) the alteration of any of the provisions of this Agreement.

27.2 Notwithstanding the provisions of subclause 1, strikes and lockouts in respect of disputes about the alteration of provisions in the Wage Schedules are permitted, after the operative dates referred to in those Schedules.

28. EXEMPTIONS

28.1 Any application for exemption from the provisions of this Agreement must be lodged with the Council in the specified form.

28.2 The Independent Exemptions Board established by Council must consider the application and may grant an exemption on any conditions it considers appropriate.

28.3 The Independent Exemptions Board may grant an exemption to an employer or an employee if:

- (a) It is fair to both the employer, its employees and other employees in the sector;
- (b) it does not undermine this Agreement;
- (c) it will make a material difference to the viability of a business;
- (d) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job loss; and
- (e) it has a limited lifespan.

28.4 The Independent Exemptions Board must conduct its proceedings in a manner that it considers appropriate in order to determine the application fairly and quickly, but must deal with the substantial merits of the application with the minimum of legal formalities.

28.5 Subject to the discretion of the Independent Exemptions Board as to the appropriate form of the proceedings, the applicant, the Council and any representative of the parties may give evidence, call witnesses, question witnesses of any other party and address arguments to the Board.

28.6 Within 14 days of the conclusion of the proceedings, the Independent Exemptions Board must issue a decision, with reasons, which shall have the same effect as an arbitration award.

28.7 In accordance with a decision made in terms of subclause 2 or 7, the Secretary of the Council must issue a license of exemption setting out:

- (a) The applicant's name;
- (b) the clause from which the exemption has been granted;
- (c) any conditions relating to the exemption; and
- (d) the period of the exemption.

28.8 The Council may, if it deems fit—

- (a) withdraw any exemption granted to an applicant on one week's notice, whether or not the time period of the exemption has expired;
- (b) apply to the Independent Exemptions Board to withdraw any exemption granted by it.

29. ADMINISTRATION

- 29.1 The Council is responsible for the administration of this Agreement.
- 29.2 The Council may issue guidelines to employers and employees regarding the implementation of this Agreement.
- 29.3 The Council may appoint designated agents to monitor and enforce the provisions of this Agreement.

30. COUNCIL LEVIES

- 30.1 Each employer must deduct 20 cents per week from the wages of each *employee*.
- 30.2 Employers must pay to Council an amount equivalent to that deducted from all its *employees*.
- 30.3 Every employer must pay the amounts referred to clauses 30.1 and 30.2 to the Council before the 15th day of the next month.

31. FAILURE TO MAKE PAYMENTS TO THE COUNCIL

- 31.1 If any amount that is payable to the Council in terms of this Agreement is not paid by the stipulated date—
 - (a) interest will accrue on that amount from the stipulated date of payment;
 - (b) the employer will become liable for any legal costs incurred by the Council for recovery of the amounts due.
- 31.2 The interest referred to in clause 32.1 is the interest prescribed from time to time in the Prescribed Rate of Interest Act, 1975.

32. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- 32.1 Every new employer entering the *Cotton Textile Processing and Manufacturing 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's name and address;
 - (c) the date of the start of business;
 - (d) application for membership of the Textile Industry Provident Fund.
- 32.2 The Secretary of the Council must keep a register of all employers engaged in the industry.

33. EXHIBITION OF AGREEMENT

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

34. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF AGREEMENT

- 34.1 The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of the Agreement.
- 34.2 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.
- 34.3 The Secretary of the Council may require a designated agent to investigate the dispute.
- 34.4 The designated agent must 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 the Agreement through conciliation.
- 34.5 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.
- 34.6 If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement, the agent—
 - (a) must investigate the alleged breach;
 - (b) may endeavour to secure compliance with the Agreement; and
 - (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- 34.7 On receipt of the report, the Secretary may—
 - (a) require the designated agent to make further investigations;
 - (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
 - (c) refer the dispute for conciliation to the Disputes Committee of the Council;
 - (d) issue a compliance order; or
 - (e) refer the dispute to arbitration in terms of this Agreement.

34.8 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.

34.9 If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.

34.10 The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.

34.11 The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

35. EXISTING AGREEMENTS

35.1 The parties acknowledge and recognise that all previously concluded agreements, the contents of which are not specifically dealt with in this Agreement, will continue to be binding on the parties to such agreements. Specifically, clauses contained in such agreements relating to the wage matrix and wage grade models will remain applicable.

35.2 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. The parties have agreed that the mix of conditions may be amended, provided that no benefits are reduced.

36. DEFINITIONS

In this Agreement, unless the context indicate otherwise—

“Act” means the Labour Relations Act, 1995 (Act No. 66 of 1995);

“Cotton Textile Processing and Manufacturing Industry” means the industry in which employers are associated for the following purposes:

- (a) The manufacture of yarn by any process whatsoever, including all operations and processes incidental thereto, from any or from any combination of any of the following raw materials: cotton, spun silk, rayon, including viscose, acetate, cuprammonium, nylon and/or any other synthetic or man-made fibre, and also including all waste and/or by-products from any or all such fibres, excluding the manufacture of any processed worsted yarn for use in the worsted industry;
- (b) the manufacture of any woven cloth or fabric, including all operations incidental thereto, from any or all raw materials and/or wastes and/or yarns mentioned in (a), including man-made filament yarns;
- (c) the dyeing and/or finishing and/or processing in any way whatsoever, including all operations incidental thereto, of any raw materials and/or wastes and/or yarns and woven fabrics mentioned in (a) and (b);

“casual employee” means an *employee* who is employed on a daily basis for less than three days in a week;

“employee” means—

- (a) any person, excluding an independent contractor, who works for an employer engaged in the *Cotton Textile Processing and Manufacturing Industry* and who receives, or is entitled to receive, remuneration; and
- (b) any other person who in any manner assists in carrying on or conducting the business of such employer, and “employed” and “employment” have meanings corresponding to that of “employee”;

“grading” and **“grades”**, refers to the grading of jobs in industry as reflected in Annexure A;

“minimum wage” means the minimum rate of pay prescribed in the Agreement;

“NTF” means the National Textile Industry Forum;

“ordinary hours of work” means the hours of work permitted in terms of clause 11;

“overtime” means the time that an *employee* works during any shift or week in excess of *ordinary hours of work*;

“parties to the Agreement” are the *Southern African Textile Workers’ Union*, the *South African Cotton Textile Processing Employers’ Association* and the *Thread Manufacturing and Processing Employers’ Association*;

“shift” means any one continuous period of work, whether it be a day, afternoon or night shift.

Signed at Durban this 1st day of August 1997.

J. G. NGCOBO

Southern African Clothing and Textile Workers’ Union

E. J. MILNE

South African Cotton Textile Processing Employers’ Association

E. D. HLONGKANE

Thread Manufacturing and Processing Employers’ Association

Annexure A

SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL

WAGE SCHEDULE

Grade	Increase	Hourly wage rate
1	72c	R7,94
2	73c	R8,09
3	75c	R8,31
4	78c	R8,67
5	82c	R9,10

Annexure B

CERTIFICATE OF SERVICE

This is to certify that.....
(name of employee)

was in the service of.....
(name of company, firm, etc.)

at.....
(address of company, firm, etc.)

On engagement the employee was employed as a.....
(occupation/capacity/duty)

On termination the employee is employed as a.....
(occupation/capacity/duty)

at a rate of.....
(rate of pay at termination)

The duration of employment was from.....to.....
(date) (date)

Signed at.....on.....
(place) (date)

Signature of employer.....

Name of employer.....

Capacity of employer.....

No. R. 647

8 Mei 1998

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE SUID-AFRIKAANSE KATOENTEKSTIELVERWERKINGS- EN VERVAARDIGINGS-
NYWERHEID: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Suid-Afrikaanse Katoentekstielverwerkings- en vervaardigingsnywerheid 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 die Katoentekstielverwerkings- en vervaardigingsnywerheid in die Republiek van Suid-Afrika, met ingang van **18 Mei 1998**, en vir die tydperk wat op 30 Junie 1998 eindig.

T. T. MBOWENI

Minister van Arbeid

**BEDINGINGSRAAD VIR DIE SUID-AFRIKAANSE KATOENTEKSTIELVERWERKINGS-
EN -VERVAARDIGINGSNYWERHEID**

HOOFDOOREENKOMS

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BYLAE
BEDINGINGSRAAD VIR DIE TEKSTIELVERWERKINGS- EN -VERVAARDIGINGSNYWERHEID
HOOFOOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

South African Cotton Textile Processing Employers' Association

en

Thread Manufacturing and Processing Employers' Association

(hierna die "werkgewers" of "werkgewersorganisasies" genoem), aan die ander kant, en die

Southern African Clothing en Textile Workers' Union

(hierna die "werknemers" of "vakbond" genoem), aan die ander kant,

wat die partye is by die Bedingingsraad vir die Suid-Afrikaanse Tekstielverwerkings- en -vervaardigingsnywerheid

DEEL A: TOEPASSING

1. TOEPASSINGSBESTEK

1.1 Hierdie Ooreenkoms is van toepassing op alle werkgewers en alle werknemers wat lede is van die partye by hierdie Ooreenkoms en wat betrokke is by die Katoentekstielverwerkings- en -vervaardigingsnywerheid.

1.2 Hierdie Ooreenkoms is ook van toepassing op alle ander werkgewers en alle werknemers in die Katoentekstielverwerkings- en vervaardigingsnywerheid.

2. GELDIGHEIDSDUUR VAN DIE OOREENKOMS

2.1 Hierdie Ooreenkoms tree in werking—

- (a) ten opsigte van die partye by die Ooreenkoms, op die datum van ondertekening;
- (b) ten opsigte van nie-partye, 10 dae na die datum van publikasie in die *Staatskoerant*.

2.2 Hierdie Ooreenkoms bly van krag tot **30 Junie 1998**.

3. UITSONDERINGS

Hierdie Ooreenkoms is nie van toepassing op—

- 3.1 werknemers wie se lone nie in die Loonskedule van hierdie Ooreenkoms voorgeskryf word nie; en
- 3.2 nie-partye ten opsigte van klousules 1.1, 2, 23.6, 25.1, 26 en 35 nie.

DEEL B: BESOLDIGING

4. MINIMUM LONE

4.1 Minimum lone word vir die *Katoentekstielprosesserings- en -vervaardigingsnywerheid* voorgeskryf in die Loonskedule van hierdie Ooreenkoms.

4.2 Elke werkgewer moet elke *werknemer* 'n loon betaal wat minstens die *minimum loon* is soos voorgeskryf in die Loonskedule vir die toepaslike graad en ondervinding van sodanige *werknemer*.

5. BEREKENING VAN LONE

- 5.1 Enige berekening van lone, of aftrekking van loon, moet gebaseer wees op die weekloon of die weeklikse aftrekking.
- 5.2 'n Weekloon beteken die basiese uurloon vermenigvuldig met die gewone ure gewerk gedurende die week.

6. JAARLIKSE BONUS

6.1 Behoudens die bepalings van hierdie Ooreenkoms moet elke werknemer wat deurlopend vir 'n volle kalenderjaar vir dieselfde werkgewer gewerk het, aan die einde van die kalenderjaar 'n minimum jaarlikse bonus ontvang van twee weke se basiese betaling, bereken teen die skaal van sodanige werknemer.

6.2 Ten opsigte van werknemers wat in diens is en minder as een kalenderjaar diens het, moet enige jaarlikse bonus wat ingevolge hierdie ooreenkoms teen die datum van betaling van bonusse betaalbaar is, na verhouding aangepas word ooreenkomstig werklike voltooide diens.

7. VERANDERING IN BEROEP

Indien 'n werkgewer van 'n *werknemer* vereis of hom toelaat om langer as 'n uur te werk in 'n beroepsvlak of vaardigheidsvlak ten opsigte waarvan 'n hoër loon voorgeskryf word, moet die werkgewer sodanige *werknemer* teen 'n hoër loon vergoed vir al die *gewone werkure* op daardie dag selfs al het daardie *werknemer* nie al die ure in daardie beroepsvlak gewerk nie.

8. LOS WERKNEMERS

'n Werkgewer moet 'n los werknemer 'n daaglikse loon betaal—

8.1 vir elke uur, of deel daarvan;

8.2 van minstens die basiese uurloon betaalbaar aan 'n *werknemer* in daardie werkplek.

9. AFTREKKINGS

9.1 'n Werkgewer mag nie 'n *werknemer* beboet of 'n heffing oplê nie of enige gelde van 'n *werknemer* vra nie.

9.2 'n Werkgewer mag geen bedrag van 'n *werknemer* se loon aftrek nie, behalwe 'n bedrag—

(a) regtens vereis; of

(b) deur hierdie of 'n ander kollektiewe ooreenkoms vereis of toegelaat.

9.3 'n *Werknemer* kan die werkgewer magtig om 'n bedrag van die werknemer se loon af te trek vir—

(a) 'n geregistreerde siektebystands-, mediese hulp-, pensioen- of voorsorgfonds; en/of

(b) versekerings-, annuïteits-, spaar- of vakansieskemas deur die Raad goedgekeur; en/of

(c) enige ander aftrekking gemagtig deur die werknemer, soos ooreengekom tussen die individuele *werknemer* en die werkgewer.

9.4 Die magtiging bedoel in klousule 9.3—

(a) moet skriftelik wees; en

(b) is nie van toepassing op 'n fonds of skema ingestel deur die Raad nie.

10. BETALING VAN BESOLDIGING

10.1 Elke werkgewer moet elke week aan 'n *werknemer* al die besoldiging betaal wat aan sodanige *werknemer* verskuldig is. Deur skriftelike ooreenkoms kan besoldiging maandeliks betaal word.

10.2 Betaling kan gedoen word—

(a) in kontant;

(b) deur bankoordrag;

(c) deur bankdeposito; of

(d) per tjek.

10.3 Betaling moet vergesel gaan van 'n betaalstrokie met die volgende besonderhede:

(a) Die naam van die werkgewer;

(b) die naam, identiteitsdokumentnommer, kloknommer en/of betaalstaatsnommer van die *werknemer*;

(c) die *werknemer* se datum van indiensneming;

(d) die graad van die *werknemer*;

(e) die totale aantal gewone ure gewerk;

(f) die oortydure gewerk;

(g) die koers van betaling;

(h) enige ander betaling aan die *werknemer* verskuldig ooreenkomstig hierdie Ooreenkoms;

(i) enige skofpremie;

(j) enige langdienstoekenning;

(k) die aftrekkings gemaak en die rede vir die aftrekking;

(l) besoldiging verskuldig; en

(m) die tydperk ten opsigte waarvan betaling gedoen word.

10.4 Betaling moet gedoen word—

(a) ten opsigte van maandeliks besoldigde werknemers, gedurende die laaste week van die maand; of

(b) ten opsigte van weekliks besoldigde werknemers, binne agt dae na die week gewerk; of

(c) ten opsigte van los werknemers, aan die einde van elke tydperk voltooide diens.

10.5 Kontantbetaling moet geskied—

(a) in 'n koevert of houer; en

(b) gedurende werkure of binne 15 minute na die einde van die skof. Indien betaling daarna gedoen word, moet die *werknemer* vir die tyd tussen die einde van die skof en wanneer betaling geskied, teen die basiese uurloon betaal word.

DEEL C: WERKURE**11. GEWONE WERKURE**

11.1 Die maksimum gewone werkure wat 'n werkgever van 'n werknemer kan vereis of hom kan toelaat om te werk, is 46 gewone ure per week.

11.2 Gewone werkure is opeenvolgend.

11.3 Gewone werkure sluit nie etenspouses in nie.

12. OORTYD

12.1 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as drie uur oortyd per dag of 10 uur oortyd per week te werk nie.

12.2 Oortyd mag nie teen korttyd verreken word nie.

13. ETENSTYDE EN ANDER POUSES

13.1 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneenlopend te werk sonder 'n etenspouse van minstens 30 minute nie.

13.2 Geen werk mag gedurende 'n etenspouse verrig word nie.

13.3 Waar werknemers in diens is in rotasieskifwerk, en waar sodanige werknemers se masjiene aan die loop gehou word gedurende 'n etenspouse, en sodoende 'n bykomende werkklas meebring vir diegene wat nie op amptelike etenspouses is nie, moet hulle vir die bykomende werkklas vergoed word.

Besoldiging betaalbaar ten opsigte van sodanige bykomende werkklas moet vir 15 minute per dag wees, wat teen 1 Julie 2000 tot 30 minute per dag in gelyke dele sal toeneem.

13.4 Die etenspouse is nie deel van die gewone of oortydwerkure nie, buiten dat enige tyd wat deur 'n sekuriteitswag as 'n etenspouse gewerk is, deel van daardie werknemer se gewone of oortydwerkure is.

13.5 Pouses van minder as 30 minute is deel van die gewone of oortydwerkure.

13.6 Pouses van langer as 1,25 uur is deel van die gewone werkure.

13.7 Elke werknemer moet minstens twee pouses van minstens 10 minute per skof kry. Hierdie pouses is deel van gewone tyd.

13.8 Die 20 minute toegestaan vir die ruspouses kan deur ooreenkomste—

(a) by die etenspouse gevoeg word indien minder as 40 minute; of

(b) gebruik word om werknemers toestemming te gee om voor die beëindiging van die werkdag die werk te verlaat, sonder verlies van betaling.

14. OPENBARE VAKANSIEDAE

14.1 'n Werkgever mag nie van werknemers, uitgesonderd sekuriteitswagte, vereis of hulle toelaat om op 'n openbare vakansiedag te werk nie, buiten ooreenkomstig 'n ooreenkoms.

14.2 Die openbare vakansiedae is soos volg:

(a) 1 Januarie, Nuwejaarsdag

(b) 21 Maart, Menseregterdag

(c) Goeie Vrydag

(d) Gesinsdag

(e) 27 April, Vryheidsdag

(f) 1 Mei, Werkersdag

(g) 16 Junie, Jeugdag

(h) 9 Augustus, Nasionale Vrouedag

(i) 24 September, Erfenisdag

(j) 16 Desember, Versoeningsdag

(k) 25 Desember, Kersdag

(l) 26 Desember, Welwillendheidsdag

14.3 'n Openbare vakansiedag kan by ooreenkomste geruil word vir enige ander dag.

14.4 Indien 'n openbare vakansiedag op 'n Sondag val, moet die volgende Maandag 'n vakansiedag wees.

14.5 'n Werkgever moet 'n werknemer sy of haar basiese daaglikse loon vir 'n openbare vakansiedag betaal. Indien 'n werknemer op 'n openbare vakansiedag werk, moet die werkgever daardie werknemer dubbeld sy of haar normale daaglikse loon betaal of dubbeld die uurloon vir ure gewerk, wat ook al die meeste is.

14.6 Indien 'n werkgever verkies om nie te werk op 'n godsdienstige vakansiedag wat nie 'n openbare vakansiedag is nie, moet die werknemers betaal word asof hulle op daardie dag gewerk het.

15. SONDAE

15.1 Indien 'n *werknemer* minder as vier ure op 'n Sondag werk, moet die werkgever daardie *werknemer* die bedrag betaal wat die *werknemer* op 'n gewone werkdag sou verdien het.

15.2 Indien 'n *werknemer* langer as vier ure op 'n Sondag werk, moet die werkgever daardie *werknemer* óf—

- (a) die grootste van dubbeld die basiese uurloon betaal vir die tyd gewerk of dubbeld die basiese daaglikse loon; óf
- (b) 1,333 maal die basiese uurloon betaal vir die tyd gewerk en, indien van toepassing, enige nagskoftoelae, en aan daardie *werknemer* in die volgende week een betaalde dag vry toestaan.

16. UITSONDERINGS

Die bepalings betreffende etenspouses, ruspouses en oortyd in hierdie Deel is nie van toepassing op werknemers wat werk moet verrig as gevolg van 'n onklaarraking van installasie of masjinerie of as gevolg van 'n ander onvoorsiene noodtoestand nie.

DEEL D: VERLOF**17. JAARLIKSE VERLOF**

17.1 In hierdie klousule beteken "die jaarlikse verlofsiklus" die tydperk van 12 maande aaneenlopende diens wat onmiddellik volg op die voltooiing van die ooreengekome jaarlikse verlofsiklus. Verlof moet geneem word binne vier maande na die verjaring van die jaarlikse verlofsiklus.

17.2 Indien 'n *werknemer* 'n jaarlikse verlofsiklus voltooi het, is daardie *werknemer* geregtig op 'n minimum van 13 dae verlof in Desember 1997, uitgesonderd openbare vakansiedae, en op 15 dae verlof per jaar, uitgesonderd openbare vakansiedae, met ingang van 1 Januarie 1998.

17.3 Verlofbesoldiging moet op die gewone daaglikse werkure per dag van die *werknemer* bereken word.

18. SIEKTEVERLOF

18.1 'n *Werknemer* wat hoogstens vyf dae per week werk en siek word, kan tot 30 werkdade gedurende 'n tydperk van 36 opeenvolgende maande afwesig wees. Gedurende die eerste 12 maande diens kan 'n *werknemer* wat siek is egter slegs een dag siekteverlof neem vir elke vyf weke gewerk.

18.2 'n *Werknemer* wat meer as vyf dae per week werk en siek word, kan tot 36 werkdade gedurende 'n tydperk van 36 opeenvolgende maande afwesig wees. Gedurende die eerste 12 maande diens kan so 'n *werknemer* wat siek is egter slegs een dag siekteverlof neem vir elke voltooide maand gewerk.

18.3 'n Werkgever kan regtens verplig word om siekteverlof vir langer tydperke te betaal.

18.4 'n Werkgever moet 'n *werknemer* die *werknemer* se basiese daaglikse loon betaal vir elke dag wat die *werknemer* op betaalde siekteverlof geregtig is.

18.5 'n Werkgever is nie verplig om siekteverlof te betaal nie aan—

- (a) 'n *werknemer* as hulle albei bygedra het tot 'n fonds of organisasie wat gewaarborg het om die *werknemer* gelde in plaas van loon te betaal gedurende tye van ongesteldheid;
- (b) 'n *werknemer* wat langer as twee dae van die werk afwesig was en nie 'n mediese sertifikaat ingedien het wat die aard en duur van die siekte vermeld nie;
- (c) 'n *werknemer* wat minder as twee dae by twee of meer geleenthede in 'n tydperk van agt weke afwesig was; of
- (d) 'n los *werknemer*.

19. KRAAMVERLOF

19.1 Behoudens hierdie Ooreenkoms is 'n vroulike *werknemer* wat vir dieselfde werkgever minstens een voltooide jaar aaneenlopend gewerk het wanneer haar kraamverlof begin, geregtig op kraamverlof van hoogstens ses maande vir 'n bepaalde swangerskap.

19.2 Gedurende die kraamverloftydperk sal alle bepalinge en voorwaardes van indiensneming ingevolge die dienskontrak opgeskort word, behalwe dat—

- (a) waar klousule 19.1 nagekom word, diens as ononderbroke beskou sal word;
- (b) die *werknemer* daarop geregtig is om 33,2% van haar normale betaling, bereken teen die basiese uurloon, te ontvang. Sodanige betaling sal vir 'n maksimumtydperk van 13 weke betaalbaar wees.

19.3 Aan die einde van die kraamverloftydperk is die *werknemer* daarop geregtig om werk by die werkgever te hervat in 'n pos ten minste identies of soortgelyk aan, maar nie minder gunstig nie as, die een wat sy gehad het voordat sy met kraamverlof gegaan het.

Die *werknemer* moet die werkgever egter minstens vier weke voor haar terugkeer skriftelik in kennis stel van haar voorneme om terug te keer werk toe.

19.4 'n Swanger *werknemer* mag nie verplig of toegelaat word om te werk gedurende die tydperk wat vier weke voor die verwagte datum van die bevalling begin en agt weke daarna eindig nie.

20. VADERSKAPSVERLOF EN DEERNISVERLOF

Drie dae vaderskapsverlof en/of deernisverlof per jaar word toegestaan onderworpe aan—

20.1 in die geval van vaderskapsverlof—

- (a) bevredigende bewys van geboorte in die vorm van 'n geboortesertifikaat;
- (b) die geboorte van 'n baba vir sy vrou/gemeenregtelike vrou;
- (c) die neem van sodanige verlof tydens of rondom die tyd van die geboorte van die kind, en in elke geval binne een maand na die geboorte;

20.2 in die geval van deernisverlof—

- (a) die afsterwe van 'n onmiddellike familielid (omskryf as eie kind/broer/suster/eggenoot/eggenote of ouer of grootouer);
- (b) bevredigende bewys van dood in die vorm van 'n doodsertifikaat;
- (c) die neem van sodanige verlof tydens of rondom die tyd van die afsterwe van die familielid, en in elke geval binne een maand na die dood.

20.3 Vaderskapsverlof en deernisverlof is nie oploopbaar nie.

20.4 Betaling van enige voordeel wat kragtens hierdie Ooreenkoms geëis word, kan slegs geskied na nakoming van hierdie bepalings.

DEEL E: WERKNEMERVOORDELE**21. VOORSORGFONDS**

21.1 Alle werkgewers en *werknemers* moet tot 'n geregistreerde aftreefonds bydra.

21.2 Elke *werknemer* moet 'n bedrag bydra gelykstaande met 5,0% van die *werknemer* se basiese weekloon.

21.3 Elke werkgewer moet 'n minimum bedrag bydra wat minstens gelykstaande is met 5,0% van elke *werknemer* se basiese weekloon.

22. BEURSSKEMA

22.1 Die vakbond het die SACTWU-onderwysbeursskema ingestel met die doel om beurse vir sy lede en hul afhanklikes te voorsien.

22.2 Elke werkgewer moet aan die Raad 'n bedrag van 20 sent per week per *werknemer* betaal.

22.3 Betalings moet gedoen word voor of op die 15de dag van die maand waarin sodanige betalings betaalbaar word.

22.4 Die Raad moet op 'n maandelikse basis al sodanige betalings kollasioneer en invorder en die totale bedrag aan SACTWU voorlê.

DEEL F: BEËINDIGING VAN DIENSKONTRAK**23. BEËINDIGING VAN DIENSKONTRAK**

23.1 'n Werkgewer of *werknemer* wat gedurende die eerste vier weke diens die dienskontrak wil beëindig, moet—

- (a) minstens 24 uur kennis gee; of
- (b) een skof se loon in plaas van kennisgewing betaal.

23.2 'n Werkgewer of *werknemer* wat na die eerste vier weke diens die dienskontrak wil beëindig, moet—

- (a) minstens een week skriftelike kennisgewing gee; of
- (b) een week se loon in plaas van kennisgewing gee.

23.3 Kennisgewing van diensbeëindiging moet soos volg geskied:

- (a) skriftelik;
- (b) buite 'n verloftydperk.

23.4 Indien 'n *werknemer* in gebreke bly om aan die bepalings van hierdie klousule te voldoen, kan 'n werkgewer van enige geld wat daardie werkgewer aan die *werknemer* verskuldig is, van die *werknemer* se basiese uurloon aftrek vir elke uur wat hy of sy van die werk af weg was.

23.5 Niks in hierdie deel beïnvloed die reg van 'n werkgewer of 'n *werknemer* om 'n dienskontrak sonder kennisgewing te beëindig om enige geregverdigde rede wat regtens erken word nie.

23.6 In die geval van enige verandering deur wetgewing betreffende die beëindiging van diens en kennisgewingtydperk kom die partye ooreen om binne een maand na sodanige afkondiging aan sodanige verandering te voldoen.

24. DIENSSERTIFIKAAT

By beëindiging van die dienskontrak moet die werkgewer aan die *werknemer* 'n dienssertifikaat voorsien, soos getoon in Aanhangsel B.

DEEL G: ORGANISERINGSREGTE**25. INVORDERING VAN VAKBONDEDEGELDE**

25.1 Enige *werknemer* wat lid is van die vakbond, kan die werkgewer skriftelik magtig om vakbondledgeld of -heffings van die *werknemer* se loon af te trek.

25.2 'n Werkgewer wat magtiging ontvang ingevolge klousule 25.1, moet van die begin van die volgende maand af die gemagtigde aftrekkings begin doen.

25.3 Elke werkgewer moet die bedrag wat afgetrek is, teen die 15de van die volgende maand aan die Raad betaal. Dit moet vergesel gaan van 'n bylae met die volgende besonderhede:

- (a) Die naam van die werkgewer;
- (b) die name van die lede ten opsigte van wie die aftrekkings gedoen is;
- (c) die bedrae afgetrek; en
- (d) die name van die lede ten opsigte van wie aftrekkings nie gedoen is nie en die redes daarvoor.

25.4 'n *Werknemer* kan 'n magtiging ingevolge klousule 25.1 gegee, herroep deur die werkgewer en die vakbond een maand skriftelike kennis te gee. Sodanige skriftelike kennisgewing moet aan die hoofkantoor van die vakbond gegee word.

25.5 'n Werkgewer wat 'n kennisgewing ingevolge klousule 25.4 ontvang, moet voortgaan om die gemagtigde aftrekkings te maak totdat die kennisgewingtydperk verstryk het.

26. VAKBONDVERTEENWOORDIGING IN DIE RAAD

Elke werkgewer moet werknemers wat verteenwoordigers is of wat in die Raad deelneem, van alle redelike fasiliteite voorsien om hul pligte in verband met hulle Raadswerk uit te voer.

DEEL H: ALGEMEEN**27. DIE BEPERKING OP DIE REG OM TE STAAK OF TOT UITSLUITING**

27.1 Niemand mag aan 'n staking of uitsluiting of aan enige optrede deelneem met die oog op of ter bevordering van 'n staking of 'n uitsluiting met betrekking tot 'n geskil oor die volgende nie:

- (a) die vertolking of toepassing, met inbegrip van afdwinging, van hierdie Ooreenkoms; of
- (b) die verandering van enige van die bepalings van hierdie Ooreenkoms.

27.2 Ondanks subklousule 1 word stakings en uitsluitings met betrekking tot geskille oor die verandering van bepalings in die Loonskedules toegelaat na die datums van inwerkingtreding bedoel in daardie Skedules.

28. VRYSTELLINGS

28.1 Enige aansoek om vrystelling van die bepalings van hierdie Ooreenkoms moet in die gespesifiseerde vorm by die Raad ingedien word.

28.2 Die Onafhanklike Vrystellingsraad deur die Raad ingestel, moet die aansoek oorweeg en kan vrystelling verleen op enige voorwaarde wat hy geskik ag.

28.3 Die Onafhanklike Vrystellingsraad kan vrystelling aan 'n werkgewer of 'n *werknemer* verleen mits—

- (a) dit regverdig is teenoor sowel die werkgewer, as sy werknemers en ander werknemers in die sektor;
- (b) dit hierdie Ooreenkoms nie ondermyn nie;
- (c) dit 'n wesentlike verskil aan die lewensvatbaarheid van 'n besigheid sal maak;
- (d) dit sal help met onverwagte ekonomiese teenspoed wat tydens die geldigheidsduur van die Ooreenkoms kan voorkom en onnodige verlies van werk sal verhoed; en
- (e) dit 'n beperkte lewensduur het.

28.4 Die Onafhanklike Vrystellingsraad moet sy verrigtinge uitvoer op 'n wyse wat hy geskik ag ten einde die aansoek regverdig en vinnig te oorweeg, maar moet die wesentlike meriete van die aansoek met die minimum regsformaliteite afhandel.

28.5 Behoudens die diskresie van die Onafhanklike Vrystellingsraad betreffende die gepaste vorm van die verrigtinge, kan die aansoeker, die Raad en enige verteenwoordiger van die partye getuienis aflê, getuies oproep, getuies van enige ander party ondervra en betoë tot die Raad rig.

28.6 Binne 14 dae na die sluiting van die verrigtinge moet die Onafhanklike Vrystellingsraad 'n beslissing met redes uitreik, wat dieselfde uitwerking as 'n arbitrasietoekenning het.

28.7 Ooreenkomstig 'n besluit geneem ingevolge subklousule 2 of 7, moet die Sekretaris van die Raad 'n vrystellings-lisensie uitreik wat die volgende uiteensit:

- (a) Die aansoeker se naam;
- (b) die klousule waarvan vrystelling verleen is;
- (c) enige voorwaardes wat op die vrystelling betrekking het; en
- (d) die tydperk van vrystelling.

28.8 Die Raad kan, indien hy dit gerade ag—

- (a) enige vrystelling verleen aan 'n aansoeker met een week kennisgewing intrek, hetsy die vrystellingstydperk verstryk het al dan nie;
- (b) by die Onafhanklike Vrystellingsraad aansoek doen om die intrekking van enige vrystelling wat deur hom verleen is.

29. ADMINISTRASIE

29.1 Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms.

29.2 Die Raad kan aan werkgewers en werknemers riglyne gee oor die implementering van hierdie Ooreenkoms.

29.3 Die Raad kan aangewese agente aanstel om die bepalings van hierdie Ooreenkoms af te dwing en te monitor.

30. HEFFINGS DEUR DIE RAAD

30.1 Elke werkgewer moet 20 sent per week van die lone van elke *werknemer* aftrek.

30.2 Werkgewers moet aan die Raad 'n bedrag betaal gelykstaande met dié wat van al sy werknemers afgetrek is.

30.3 Elke werkgewer moet voor die 15de van die volgende maand die bedrae in klousules 30.1 en 30.2 bedoel, aan die Raad betaal.

31. VERSUIM OM BETALINGS AAN DIE RAAD TE DOEN

31.1 Indien 'n bedrag wat ingevolge hierdie Ooreenkoms aan die Raad betaalbaar is, nie teen die vasgestelde datum betaal is nie—

- (a) sal daar rente vanaf die vasgestelde betaaldatum op daardie bedrag gehef word;
- (b) sal die werkgewer aanspreeklik wees vir enige regskoste deur die Raad aangegaan vir die verhalings van die verskuldigde bedrae.

31.2 Die rente bedoel in klousule 31.1 is die rente van tyd tot tyd voorgeskryf in die Wet op die Voorgeskrewe Rentekoers, 1975.

32. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

32.1 Elke nuwe werkgewer wat tot die *Katoentekstielverwerkings- en -vervaardigingsnywerheid* toetree, moet binne een maand na die aanvang van sy besigheid die volgende besonderhede aan die Sekretaris van die Raad stuur:

- (a) Die werkgewer se naam en adres;
- (b) die besigheid se naam en adres;
- (c) die datum waarop die besigheid begin;
- (d) aansoek om lidmaatskap van die Voorsorgfonds vir die Tekstielynwerheid.

32.2 Die Sekretaris van die Raad moet 'n register hou van al die werkgewers betrokke in die nywerheid.

33. VERTONING VAN OOREENKOMS

Elke werkgewer moet hierdie Ooreenkoms in die werkplek beskikbaar stel aan die werknemers.

34. GESKILLE OOR DIE INTERPRETASIE OF TOEPASSING VAN DIE OOREENKOMS

34.1 Die Sekretaris van die Raad kan te eniger tyd van 'n aangewese agent vereis om nakoming van die bepalings van die ooreenkoms te monitor.

34.2 'n Geskil oor die interpretasie, toepassing of afdwinging van hierdie Ooreenkoms kan deur enige persoon by die Sekretaris van die Raad ingedien word of na hom verwys word vir beslegting kragtens hierdie Ooreenkoms.

34.3 Die Sekretaris van die Raad kan eis dat 'n aangewese agent die geskil ondersoek.

34.4 Die aangewese agent moet die feite rakende die geskil ondersoek en indien die agent rede het om te glo dat 'n kollektiewe ooreenkoms verbreek is, kan die agent poog om nakoming van die Ooreenkoms deur bemiddeling te bewerkstellig.

34.5 Die aangewese agent moet binne sewe dae 'n skriftelike verslag aan die Sekretaris voorlê oor die ondersoek, die stappe gedoen om nakoming te bewerkstellig en die resultaat van daardie stappe.

34.6 Indien 'n aangewese agent in die loop van die uitvoering van sy pligte 'n skynbare verbreking van die Ooreenkoms ontdek—

- (a) moet die agent die vermeende breuk ondersoek;
- (b) kan die agent poog om nakoming van aan die Ooreenkoms te bewerkstellig; en
- (c) moet die agent 'n verslag aan die Sekretaris voorlê oor die ondersoek, die stappe gedoen om nakoming te bewerkstellig en die resultaat van daardie stappe.

34.7 By ontvangs van die verslag, kan die Sekretaris—

- (a) van die aangewese agent eis om verdere ondersoeke te doen;
- (b) indien verdere versoening nodig is, 'n versoeningsbeampte uit die Raad se paneel van versoeningsbeamptes aanwys;
- (c) die geskil vir versoening na die Geskillekomitee van die Raad verwys;
- (d) 'n nakomingsbevel uitreik; of
- (e) kragtens hierdie Ooreenkoms die geskil na arbitrasie verwys.

34.8 Indien 'n versoeningsbeampte aangestel word of die geskil na die Geskillekomitee verwys word, moet die Sekretaris die datum, tyd en plek van die versoeningsvergadering bepaal en moet hy kennisgewings van hierdie besonderhede aan die partye by die geskil beteken.

34.9 Indien 'n nakomingsbevel uitgereik word, moet dit beteken word aan die party wat na bewering die Ooreenkoms verbreek het.

34.10 Die Sekretaris van die Raad kan aansoek doen om ingevolge artikel 158 (1) van die Wet die arbitrasietoekenning 'n bevel van die Arbeidshof te maak.

34.11 Die bepalings van hierdie geskilprosedure bly van krag benewens enige ander regs middel waardeur die Raad 'n kollektiewe ooreenkoms kan afdwing.

35. BESTAANDE OOREENKOMSTE

35.1 Die partye gee toe en verleen erkenning daaraan dat alle vorige ooreenkomste wat aangegaan is, waarvan die inhoud nie spesifiek in hierdie Ooreenkoms behandel word nie, steeds bindend sal wees vir die partye by sodanige ooreenkomste. Meer bepaald sal klousules, vervat in sodanige ooreenkomste, wat verband hou met die loonmatriks en loongraadmodelle, van toepassing bly.

35.2 Alle voorwaardes van toepassing by die onderskeie deelnemende werkgewers sal, waar hulle meer gunstig is as dié waaroor ooreengekom is in hierdie Ooreenkoms, ten volle van krag bly. Die partye het ooreengekom dat die vermenging van voorwaardes gewysig kan word, mits geen voordele verminder word nie.

36. WOORDOMSKRYWING

In hierdie Ooreenkoms, tensy uit die samehang anders blyk, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995);

“los werknemer” 'n werknemer wat op 'n daaglikse grondslag vir minder as drie dae per week in diens is;

“Katoentekstielerwerkings- en -vervaardigingsnywerheid” die nywerheid waarin werkgewers en hul werknemers vir die volgende doeleindes met mekaar geassosieer is:

- (a) Die vervaardiging van garing volgens enige proses hoegenaamd, met inbegrip van alle werksaamhede en prosesse wat daarmee gepaard gaan, uit enige van of uit enige kombinasie van enige van die volgende grondstowwe: katoen, floretsy, rayon, met inbegrip van viskose, asetaat, kuprammonium, nylon en/of enige ander sintetiese of kunsvesel, en omvat ook alle afval- en/of neweprodukte van enige of al sodanige vesels, uitgesonderd die vervaardiging van enige verwerkte kamwolgaring vir gebruik in die kamwolnywerheid;
- (b) die vervaardiging van enige weefstof of materiaal, met inbegrip van alle werksaamhede wat daarmee gepaard gaan, van enige of alle grondstowwe en/of afvalstowwe en/of garings in (a) genoem, met inbegrip van kunsfilamentgarings;
- (c) die kleuring en/of afwerking en/of verwerking volgens enige metode hoegenaamd, met inbegrip van alle werksaamhede wat daarmee gepaard gaan, van enige grondstowwe en/of afvalstowwe en/of garings en weefstowwe in (a) en (b) genoem;

“werknemer”—

- (a) 'n persoon, uitgesonderd 'n onafhanklike kontrakteur, wat werk vir 'n werkgewer betrokke by die Katoentekstielerwerkings- en -vervaardigingsnywerheid en wat besoldiging ontvang of daarop geregtig is; en
- (b) enige ander persoon wat op enige wyse help met die dryf of bestuur van die besigheid van sodanige werkgewer, en het “in diens” en “diens” betekenisse wat met dié van “werknemer” ooreenstem;

“gradering” en “grade” die werksgradering in die nywerheid waarna in Aanhangsel A verwys word;

“minimum loon” die minimum loonskaal voorgeskryf in hierdie Ooreenkoms;

“NTF” die Nasionale Tekstielerwerkingsforum;

“gewone werkure” die werkure toegelaat ingevolge klousule 11;

“oortyd” die tyd wat 'n werknemer gedurende enige skof of week benewens die gewone werkure werk;

“party by die Ooreenkoms” die Southern African Textile Workers' Union, die South African Cotton Textile Processing Employers' Association en die Thread Manufacturing and Processing Employers' Association;

“skof” enige aaneenlopende werktydperk, hetsy dit 'n dag-, middag- of nagskof is.

Onderteken te Durban op hede die 1ste dag van Augustus 1997.

J. G. NGCOBO

South African Clothing and Textile Workers' Union

E. J. MILNE

South African Cotton Textile Processing Employers' Association

E. D. HLONGKANE

Thread Manufacturing and Processing Employers' Association

Aanhangsel A

**BEDINGINGSRAAD VIR DIE SUID-AFRIKAANSE KATOENTEKSTIELPROSESSERINGS- EN
-VERVAARDIGINGSNYWERHEID**

LOONSKEDULE

Graad	Verhoging	Uurlikse loonskaal
1	72c	R7,94
2	73c	R8,09
3	75c	R8,31
4	78c	R8,67
5	82c	R9,10

Aanhangsel B

DIENSSERTIFIKAAT

Hiermee word verklaar dat.....
(naam van werknemer)

in diens was van.....
(naam van maatskappy, firma, ens.)

te.....
(adres van maatskappy, firma, ens.)

By indiensneming was die werknemer in diens geneem as 'n.....
(beroep/hoedanigheid/plig)

By diensbeëindiging is die werknemer in diens as 'n.....
(beroep/hoedanigheid/plig)

teen 'n skaal van.....
(loonskaal by diensbeëindiging)

Die duur van diens was vanaf.....tot.....
(datum) (datum)

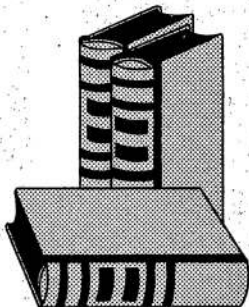
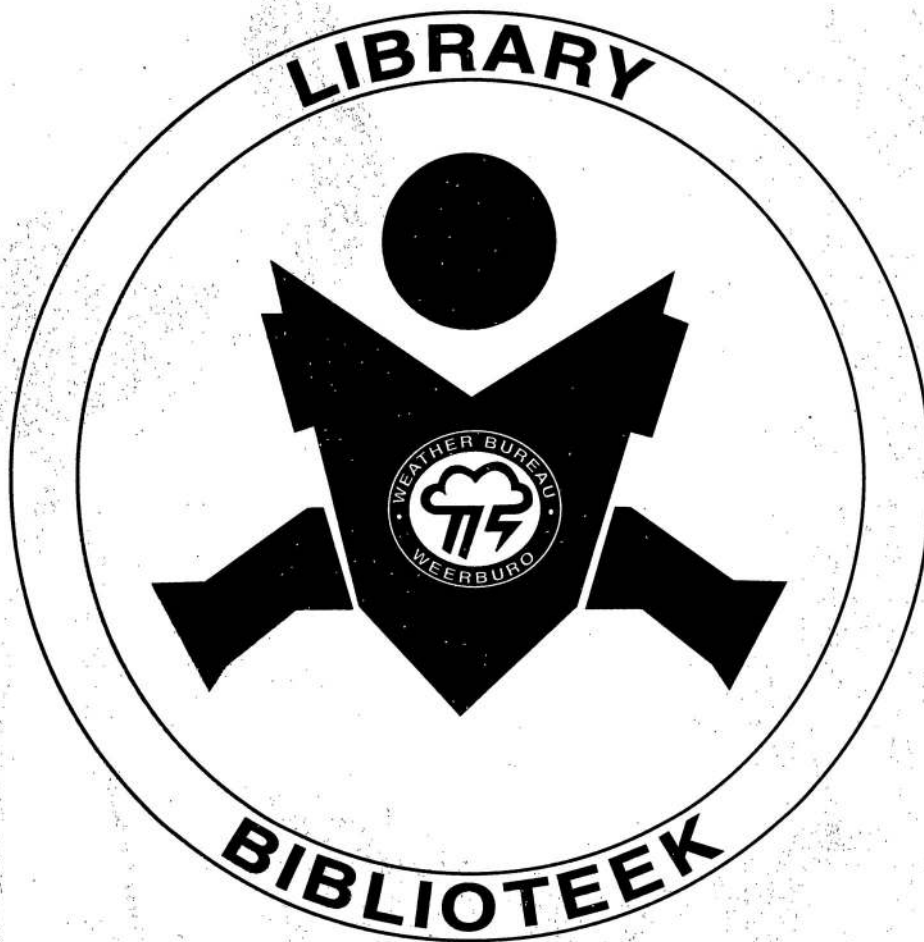
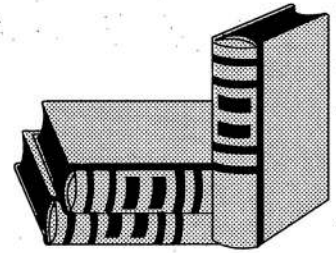
Onderteken te.....op.....
(plek) (datum)

Handtekening van werkgewer.....

Naam van werkgewer.....

Hoedanigheid van werkgewer.....

Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

Wetlands are wonderlands!



Department of Environmental Affairs and Tourism

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