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IMPORTANT ANNOUNCEMENT**Closing times *PRIOR TO PUBLIC HOLIDAYS* for
GOVERNMENT NOTICES, GENERAL NOTICES,
REGULATION NOTICES AND PROCLAMATIONS****2013**

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

- ▶ **13 June**, Thursday, for the issue of Friday **21 June 2013**
- ▶ **1 August**, Thursday, for the issue of Thursday **8 August 2013**
- ▶ **8 August**, Thursday, for the issue of Friday **16 August 2013**
- ▶ **19 September**, Thursday, for the issue of Friday **27 September 2013**
- ▶ **12 December**, Thursday, for the issue of Friday **20 December 2013**
- ▶ **17 December**, Tuesday, for the issue of Friday **27 December 2013**
- ▶ **20 December**, Friday, for the issue of Friday **3 January 2014**

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

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BELANGRIKE AANKONDIGING**Sluitingstye *VOOR VAKANSIEDAE* vir
GOEWERMENTS-, ALGEMENE- & REGULASIE-
KENNISGEWINGS ASOOK PROKLAMASIES****2013**

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

- ▶ **13 Junie**, Donderdag, vir die uitgawe van Vrydag **21 Junie 2013**
- ▶ **1 Augustus**, Donderdag, vir die uitgawe van Donderdag **8 Augustus 2013**
- ▶ **8 Augustus**, Donderdag, vir die uitgawe van Vrydag **16 Augustus 2013**
- ▶ **19 September**, Donderdag, vir die uitgawe van Vrydag **27 September 2013**
- ▶ **12 Desember**, Donderdag, vir die uitgawe van Vrydag **20 Desember 2013**
- ▶ **17 Desember**, Dinsdag, vir die uitgawe van Vrydag **27 Desember 2013**
- ▶ **20 Desember**, Vrydag, vir die uitgawe van Vrydag **3 Januarie 2014**

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

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

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES DEPARTEMENT VAN LANDBOU, BOSBOU EN VISSERYE

No. R. 411

14 June 2013

AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)

REGULATIONS RELATING TO THE CLASSIFICATION, PACKING AND MARKING OF FRUIT JUICE AND DRINK INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA: AMENDMENT

The Minister of Agriculture, Forestry and Fisheries, acting under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), made the regulations in the Schedule.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the regulations published by Government Notice No.R. 286 of 7 November 1980, as amended by Government Notices Nos. R. 929 of 1 May 1981, R. 1325 of 9 July 1982, R. 992 of 13 May 1983, R. 602 of 30 March 1984, R. 641 of 30 March 1984 and R.1801 of 17 November 1995.

Amendment of regulation 1 of the Regulations

2. Regulation 1 of the Regulations is hereby amended by --

- (a) the substitution of the definition for "citrus fruit" with the following definition:
"'**citrus fruit**' means oranges, grapefruit, mandarins, lemons and limes or hybrids thereof;"
- (b) the insertion, after the definition of "letters", of the following definition:
"'**main ingredient**' means the ingredient(s), excluding water, which by weight or volume, as the case may be, contributes the highest percentage mass or volume to the fruit juice or drink product concerned;"
- (c) the substitution of the definition for "naartje (tangerine)" with the following definition:
"'**mandarin**' means the fruit of the species *Citrus reticulata* Blanco and hybrids thereof;"
and
- (d) the substitution of the wording "8,0 °Brix in the case of naartje juice;" and "7,5 °Brix in the case of lemon juice;" in the definition for "standard strength or single strength" with the following wording respectively:
"8,5 °Brix in the case of mandarin juice;" and
"7,5 °Brix in the case of lemon and lime juice;"

Amendment of regulation 6 of the Regulations

3. Regulation 6 of the Regulations is hereby amended by --

- (a) the substitution for subregulation (1) of the following subregulation:
"(1) There shall be six classes of apricot pureé and drink namely Fresh Apricot Pureé, Unsweetened Apricot Pureé, Apricot Nectar, Apricot Squash, Apricot Drink and Apricot Flavoured Drink of which the requirements are prescribed in subregulations (2), (3), (4) and (5).";
- (b) the deletion of subregulation (4);
- (c) the renumbering of subregulation (5) to "(4)";

- (d) the deletion of the wording "...or (4)" in the newly numbered subregulation (4);
- (e) the substitution of the wording "90% (v/v)" in the newly numbered subregulation (4) with "100% (v/v)"; and
- (f) the substitution for subregulation (6) of the following subregulation:

"Apricot Flavoured Drink"

(5) Apricot pureé or drink which does not comply with the requirements prescribed in subregulations (2), (3) or (4) shall be classified as 'Apricot Flavoured Drink'."

Amendment of regulation 8 of the Regulations

4. Regulation 8 of the Regulations is hereby amended by –

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

"(1) There shall be six classes of granadilla juice and drink namely Fresh Granadilla Juice, Unsweetened Granadilla Juice, Granadilla Nectar, Granadilla Squash, Granadilla Drink and Granadilla Flavoured Drink of which the requirements are prescribed in subregulations (2), (3), (4) and (5).";
- (b) the deletion of subregulation (4);
- (c) the renumbering of subregulation (5) to "(4)";
- (d) the deletion of the wording "...or (4)" in the newly numbered subregulation (4);
- (e) the substitution of the wording "80% (v/v)" in the newly numbered subregulation (4) with "100% (v/v)"; and
- (f) the substitution for subregulation (6) of the following subregulation:

"Granadilla Flavoured Drink"

(5) Granadilla juice or drink which does not comply with the requirements prescribed in subregulations (2), (3) or (4) shall be classified as 'Granadilla Flavoured Drink'."

Amendment of regulation 9 of the Regulations

5. Regulation 9 of the Regulations is hereby amended by –

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

"(1) There shall be six classes of guava pulp or pureé and drink namely Fresh Guava Pureé, Unsweetened Guava Pulp or Pureé, Guava Nectar, Guava Squash, Guava Drink and Guava Flavoured Drink of which the requirements are prescribed in subregulations (2), (3), (4) and (5).";
- (b) the deletion of subregulation (4);
- (c) the renumbering of subregulation (5) to "(4)";
- (d) the deletion of the wording "...or (4)" in the newly numbered subregulation (4);
- (e) the substitution of the wording "80% (v/v)" in the newly numbered subregulation (4) with "100% (v/v)"; and
- (f) the substitution for subregulation (6) of the following subregulation:

"Guava Flavoured Drink"

(5) Guava pulp, pureé or drink which does not comply with the requirements prescribed in subregulations (2), (3) or (4) shall be classified as 'Guava Flavoured Drink'."

Amendment of regulation 10 of the Regulations

6. Regulation 10 of the Regulations is hereby amended by –

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

"(1) There shall be six classes of pear pureé and drink namely Fresh Pear Pureé, Unsweetened Pear Pureé, Pear Nectar, Pear Squash, Pear Drink and Pear Flavoured Drink of which the requirements are prescribed in subregulations (2), (3), (4) and (5).";

(b) the deletion of subregulation (4);

(c) the renumbering of subregulation (5) to "(4)";

(d) the deletion of the wording "...or (4)" in the newly numbered subregulation (4);

(e) the substitution of the wording "90% (v/v)" in the newly numbered subregulation (4) with "100% (v/v)"; and

(f) the substitution for subregulation (6) of the following subregulation:

"Pear Flavoured Drink"

(5) Pear pureé or drink which does not comply with the requirements prescribed in subregulations (2), (3) or (4) shall be classified as 'Pear Flavoured Drink'."

Amendment of regulation 11 of the Regulations

7. Regulation 11 of the Regulations is hereby amended by –

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

"(1) There shall be six classes of peach pureé and drink namely Fresh Peach Pureé, Unsweetened Peach Pureé, Peach Nectar, Peach Squash, Peach Drink and Peach Flavoured Drink of which the requirements are prescribed in subregulations (2), (3), (4) and (5).";

(b) the deletion of subregulation (4);

(c) the renumbering of subregulation (5) to "(4)";

(d) the deletion of the wording "...or (4)" in the newly numbered subregulation (4);

(e) the substitution of the wording "90% (v/v)" in the newly numbered subregulation (4) with "100% (v/v)"; and

(f) the substitution for subregulation (6) of the following subregulation:

"Peach Flavoured Drink"

(5) Peach pureé or drink which does not comply with the requirements prescribed in subregulations (2), (3) or (4) shall be classified as 'Peach Flavoured Drink'."

Amendment of regulation 12 of the Regulations

8. Regulation 12 of the Regulations is hereby amended by –

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

"(1) There shall be six classes of pineapple juice and drink namely Fresh Pineapple Juice, Unsweetened Pineapple Juice, Pineapple Nectar, Pineapple Squash, Pineapple Drink and Pineapple Flavoured Drink of which the requirements are prescribed in subregulations (2), (3), (4) and (5).";

- (b) the deletion of subregulation (4);
- (c) the renumbering of subregulation (5) to "(4)";
- (d) the deletion of the wording "...or (4)" in the newly numbered subregulation (4);
- (e) the substitution of the wording "90% (v/v)" in the newly numbered subregulation (4) with "100% (v/v)"; and
- (f) the substitution for subregulation (6) of the following subregulation:

"Pineapple Flavoured Drink

(5) Pineapple juice or drink which does not comply with the requirements prescribed in subregulations (2), (3) or (4) shall be classified as 'Pineapple Flavoured Drink'."

Amendment of regulation 13 of the Regulations

9. Regulation 13 of the Regulations is hereby amended by –

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

"(1) There shall be six classes of citrus juice and drink namely Fresh Citrus Juice, Unsweetened Citrus Juice, Citrus Nectar, Citrus Squash, Citrus Drink and Citrus Flavoured Drink of which the requirements are prescribed in subregulations (2), (3), (4) and (5): Provided that the name of the kind of citrus fruit from which the juice was obtained shall replace the word 'citrus' in the class name.";

- (b) the substitution of paragraph (3)(h) of the following paragraph:

"(h) in the ready-to-drink form has a minimum °Brix, °Brix to acid ratio and acid content as specified below:

Kind of natural citrus juice	Minimum °Brix	Minimum °Brix to acid ratio	Minimum percentage acid
Orange juice	8,6	8,5 : 1	0,65
Mandarin juice	8,5	8,0 : 1	0,65
Grapefruit juice	8,0	5,0 : 1	0,65
Lemon and Lime juice	7,5	1,25 : 1	5,0
Blended citrus juice	The weighted average °Brix of the above °Brix values calculated according to the percentage of the different kinds of natural citrus juice contained in the blend.";		

- (c) the deletion of subregulation (4);
- (d) the substitution for subregulation (5) of the following subregulation:

“(4) Citrus Nectar, Citrus Squash and Citrus Drink shall consist of citrus juice which complies with the requirements of subregulation (3), but by virtue of the addition of water or permitted substances contains less than 100% (v/v) citrus juice at standard strength in the ready-to-drink form, but of which the minimum percentage citrus juice (v/v) at standard strength and the minimum °Brix are as set out below:

A	B	
	Classification	Minimum percentage citrus juice at standard strength (v/v)
		Minimum °Brix
	Orange Nectar	50% (in the ready-to-drink form)
	Mandarin Nectar	50% (in the ready-to-drink form)
	Grapefruit Nectar	50% (in the ready-to-drink form)
	Lemon and Lime Nectar	12,5% (in the ready-to-drink form)
	Orange, Mandarin, Grapefruit, Lemon and Lime Squash	24% (in the undiluted form)
	Orange, Mandarin, Grapefruit, Lemon and Lime Drink	6% (in the ready-to-drink form)

- (e) the substitution for subregulation (6) of the following subregulation:

“*Citrus Flavoured Drink*

(5) Citrus juice or drink which does not comply with the requirements prescribed in subregulations (2), (3) or (4) shall be classified as ‘Citrus Flavoured Drink’.”

Amendment of regulation 14 of the Regulations

10. Regulation 14 of the Regulations is hereby amended by –

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

“(1) There shall be five classes of blended fruit juice and drink namely Fresh Blended Fruit Juice, Unsweetened Blended Fruit Juice, Blended Fruit Nectar, Blended Fruit Squash and Blended Fruit Drink of which the requirements are prescribed in subregulations (5), (6) and (7).”;

- (b) the deletion of subregulation (7); and

- (c) the substitution for subregulation (8) of the following subregulation:

“(7) Blended Fruit Nectar, Blended Fruit Squash and Blended Fruit Drink shall consist of blended fruit juice which complies with the requirements of subregulation (6), but by virtue of the addition of water or permitted substances contains less fruit juice at standard strength in the ready-to-drink form than the weighted average of the juice content as prescribed for the different kinds of fruit juice in the blend, and of which the minimum percentage fruit juice (v/v) at standard strength and the minimum °Brix are as set out below:

Classification	Minimum percentage fruit juice at standard strength (v/v)	Minimum °Brix
Blended Fruit Drink	6% on weighted average (in the ready-to-drink form)	-
Blended Fruit Nectar	The weighted average of the minimum percentages fruit juice at standard strength for a fruit nectar as prescribed for the fruit species concerned (in the ready-to-drink form)	The weighted average of the °Brix values at standard strength for a fruit nectar as prescribed for the fruit species concerned

Classification	Minimum percentage fruit juice at standard strength (v/v)	Minimum °Brix
Blended Fruit Squash	24% on weighted average (in the undiluted form)	–

Amendment of regulation 15 of the Regulations

11. Regulation 15 of the Regulations is hereby amended by –

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

“(1) There shall be six classes of unspecified fruit juice and drink namely Fresh X Juice, Unsweetened X Juice, X Nectar, X Squash, X Drink and X Flavoured Drink, where X is the name of the unspecified fruit concerned, and of which the requirements are prescribed in subregulations (2), (3), (4) and (5).”;

(b) the deletion of subregulation (4);

(c) the renumbering of subregulation (5) to “(4)”;

(d) the deletion of the wording “...or (4)” in the newly numbered subregulation (4);

(e) the substitution of the wording “90% (v/v)” in the newly numbered subregulation (4) with “100% (v/v)”; and

(f) the substitution for subregulation (6) of the following subregulation:

“X Flavoured Drink

(5) X juice or X drink which does not comply with the requirements prescribed in subregulations (2), (3) or (4) shall be classified as ‘X Flavoured Drink’.”.

Amendment of regulation 18 of the Regulations

12. Regulation 18 of the Regulations is hereby amended by –

(a) the substitution for subregulation (4) of the following subregulation:

“(4)(a) The words ‘fresh’, ‘freshly’, ‘natural’, ‘nature’s’, ‘pure’, ‘traditional’, ‘original’, ‘authentic’, ‘real’, ‘genuine’, ‘home made’, ‘selected’, ‘premium’, ‘finest’, ‘quality’ or ‘best, or any other words, statements, phrases, logos or expressions having a similar meaning, whether directly or by implication, shall not appear on a container containing fruit juice or drink, unless the criteria on the use of such terms, as set out in the guidance notes compiled by the United Kingdom’s Food Standards Agency, have been complied with. The latest version of these guidance notes is available on the Department’s website or may be obtained directly from the office of the Executive Officer.

(b) Registered trade marks or brand names bearing the words, statements, phrases, logos or expressions referred to in paragraph (a) and which have been allowed for prior to the publication of this amendment, shall not be subject to these restrictions.”; and

(b) the insertion of the following subregulations after subregulation (7):

“(8) No claim which compares the total fat, saturated fat, cholesterol, sugar, sodium or salt, or energy value of two or more similar Fruit Nectar, Fruit Nectar Blend, Fruit Squash, Blended Fruit Squash, Fruit Drink, Blended Fruit Drink or Fruit Flavoured Drink products by using words such as “reduced”, “less than”, “fewer”,

"light" and "lite", or words having a similar meaning, shall be made on the container or in an advertisement for these classes of products, unless the following conditions are complied with:

- (a) The product shall be compared with a different version of the specific fruit variant or blend of fruit variants, as the case may be, within the same class: Provided that if a different version of the specific fruit variant or blend of fruit variants is not available, the product concerned may be compared with a different fruit variant or blend of fruit variants, as the case may be, within the same class.
- (b) The product being compared shall be clearly marked on every container with the following information:
 - (i) A statement of the amount of difference in the energy value or relevant nutrient content, expressed as a percentage.
 - (ii) The identity of the product(s) to which it is being compared in close proximity to or as part of the comparative claim.
- (c) The comparison shall be based on a relative difference of at least 25% in the energy value or nutrient content of an equivalent mass or volume: Provided that the necessary proof (analysis report, etc.) shall be provided by the manufacturer or packer on request of the inspector.
- (d) Each container shall be marked with the prescribed nutritional information declaration required in terms of the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).
- (9) No claim regarding the absence of any substance that does not normally occur in fruit juice or drink shall be marked on the container or outer container thereof, except in cases where it is allowed for in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)."

Amendment of regulation 20 of the Regulations

13. Regulation 20 of the Regulations is hereby amended by –

- (a) the substitution for paragraph (2)(a) of the following paragraph:

"(a) *Country of origin and name and address*

- (i) The country of origin which shall be declared as follows in letters at least 1mm in height:
 - (aa) 'Product of (name of country)' if all the main ingredients, processing and labour used to make the product are from one specific country;
 - (bb) 'Produced in (name of country)', 'Processed in (name of country)', 'Manufactured in (name of country)', 'Made in (name of country)', or wording having a similar meaning, when the product is processed in a second country which changes its nature; or
 - (cc) In the case where single ingredient agricultural commodities are imported in bulk and where owing to climatic, seasonal or other contingencies more than one country may be the source of the

single ingredient agricultural commodity, the wording 'Product of (name(s) of country(ies))' separated by the expression 'and/or', shall be declared on the label of the final pre-packed foodstuff: Provided that the final end product remains a single ingredient agricultural commodity:

Provided further that the words 'Packed in (name of country)' may be used in addition to the requirements of sub-subparagraph (aa) or (bb) above.

- (ii) The name and address of the manufacturer, packer, importer, seller or person or entity on whose behalf the product has been packed in letters at least 1mm in height.”;
- (b) the deletion of subparagraph (2)(b)(iv);
- (c) the renumbering of subparagraph (2)(b)(v) to “(iv)”;
- (d) the renumbering of subparagraph (2)(b)(vi) to “(v)”;
- (e) the renumbering of subparagraph (2)(b)(vii) to “(vi)”;
- (f) the renumbering of subparagraph (2)(b)(viii) to “(vii)”;
- (g) the deletion of paragraph (2)(g).

COMMENCEMENT

14. These amendments shall come into operation 12 months after the date of publication.

WET OP LANDBOUPRODUKSTANDAARDE, 1990 (WET No. 119 VAN 1990)

REGULASIES MET BETREKKING TOT DIE KLASSIFIKASIE, VERPAKKING EN MERK VAN VRUGTESAP EN -DRANK BESTEM VIR VERKOOP IN DIE REPUBLIEK VAN SUID-AFRIKA: WYSIGING

Die Minister van Landbou, Bosbou en Visserie, handelende kragtens artikel 15 van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990), het die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 286 van 7 November 1980, soos gewysig deur Goewermentskennisgewings Nos. R. 929 van 1 Mei 1981, R. 1325 van 9 Julie 1982, R. 992 van 13 Mei 1983, R. 602 van 30 Maart 1984, R. 641 van 30 Maart 1984 en R.1801 van 17 November 1995.

Wysiging van regulasie 1 van die Regulasies

2. Regulasie 1 van die Regulasies word hierby gewysig deur --

- (a) die definisie vir "sitrusvrugte" met die volgende definisie te vervang:

"**sitrusvrugte** lemoene, pomelos, mandaryne, suurlemoene en lemmetjies of kruisings daarvan";

- (b) na die omskrywing van "grenadella" die volgende omskrywing in te voeg:

"**hoofbestanddeel** die bestanddeel (bestanddele), uitgesonder water, wat volgens gewig of volume, na gelang van die geval, die grootste persentasie massa of volume bydra tot die betrokke vrugtesap of -drank produk";

- (c) die definisie vir "nartjie" met die volgende definisie te vervang:

"**mandaryn** die vrugte van die spesie *Citrus reticulata* Blanco en kruisings daarvan"; en

- (d) die bewoording "8,0 °Brix in die geval van nartjiesap;" en "7,5 °Brix in die geval van suurlemoensap;" in die definisie vir "standaardsterkte of enkelstrekke" onderskeidelik met die volgende bewoording te vervang:

"8,5 °Brix in die geval van mandarynsap;" en

"7,5 °Brix in die geval van suurlemoen- en lemmetjiesap;"

Wysiging van regulasie 6 van die Regulasies

3. Regulasie 6 van die Regulasies word hierby gewysig deur --

- (a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is ses klasse appelkoospuree en -drank, naamlik Vars Appelkoospuree, Onversoete Appelkoospuree, Appelkoosnektar, Appelkooskwas, Appelkoosdrank en Appelkoos Gegeurde Drank waarvan die vereistes in subregulasies (2), (3), (4) en (5) voorgeskryf word."

- (b) die skraping van subregulasie (4);

- (c) die hernummering van subregulasie (5) na "(4)";

- (d) die skrapping van die bewoording "...of (4)" in die nuut genommerde subregulasie (4);
- (e) die bewoording "90% (v/v)" in die nuut genommerde subregulasie (4) met "100% (v/v)" te vervang; en
- (f) subregulasie (6) met die volgende subregulasie te vervang:

"Appelkoos Gegeurde Drank"

(5) Appelkoospuree of –drank wat nie aan die vereistes in subregulasies (2), (3), of (4) voorgeskryf voldoen nie, moet as 'Appelkoos Gegeurde Drank' geklassifiseer word."

Wysiging van regulasie 8 van die Regulasies

4. Regulasie 8 van die Regulasies word hierby gewysig deur --

- (a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is ses klasse grenadellasap en -drank, naamlik Vars Grenadellasap, Onversoete Grenadellasap, Grenadellanektar, Grenadellakwas, Grenadelladrink en Grenadella Gegeurde Drank waarvan die vereistes in subregulasies (2), (3), (4) en (5) voorgeskryf word.";
- (b) die skrapping van subregulasie (4);
- (c) die hernummering van subregulasie (5) na "(4)";
- (d) die skrapping van die bewoording "...of (4)" in die nuut genommerde subregulasie (4);
- (e) die bewoording "80% (v/v)" in die nuut genommerde subregulasie (4) met "100% (v/v)" te vervang; en
- (f) subregulasie (6) met die volgende subregulasie te vervang:

"Grenadella Gegeurde Drank"

(5) Grenadellasap of –drank wat nie aan die vereistes in subregulasies (2), (3), of (4) voorgeskryf voldoen nie, moet as 'Grenadella Gegeurde Drank' geklassifiseer word."

Wysiging van regulasie 9 van die Regulasies

5. Regulasie 9 van die Regulasies word hierby gewysig deur --

- (a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is ses klasse koejawelpulp of -puree en -drank, naamlik Vars Koejawelpuree, Onversoete Koejawelpulp of -puree, Koejawelnektar, Koejawelkwas, Koejawelrink en Koejawel Gegeurde Drank waarvan die vereistes in subregulasies (2), (3), (4) en (5) voorgeskryf word.";
- (b) die skrapping van subregulasie (4);
- (c) die hernummering van subregulasie (5) na "(4)";
- (d) die skrapping van die bewoording "...of (4)" in die nuut genommerde subregulasie (4);
- (e) die bewoording "80% (v/v)" in die nuut genommerde subregulasie (4) met "100% (v/v)" te vervang; en
- (f) subregulasie (6) met die volgende subregulasie te vervang:

"Koejawel Gegeurde Drank"

(5) Koejawelpulp, -puree of -drank wat nie aan die vereistes in subregulasies (2), (3), of (4) voorgeskryf voldoen nie, moet as 'Koejawel Gegeurde Drank' geklassifiseer word."

Wysiging van regulasie 10 van die Regulasies

6. Regulasie 10 van die Regulasies word hierby gewysig deur --

(a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is ses klasse peerpuree en -drank, naamlik Vars Peerpuree, Onversoete Peerpuree, Peernektar, Peerkwas, Peerdrank en Peer Gegeurde Drank waarvan die vereistes in subregulasies (2), (3), (4) en (5) voorgeskryf word.";

(b) die skapping van subregulasie (4);

(c) die hernummering van subregulasie (5) na "(4)";

(d) die skapping van die bewoording "...of (4)" in die nuut genommerde subregulasie (4);

(e) die bewoording "90% (v/v)" in die nuut genommerde subregulasie (4) met "100% (v/v)" te vervang; en

(f) subregulasie (6) met die volgende subregulasie te vervang:

"Peer Gegeurde Drank"

(5) Peerpuree of -drank wat nie aan die vereistes in subregulasies (2), (3), of (4) voorgeskryf voldoen nie, moet as 'Peer Gegeurde Drank' geklassifiseer word."

Wysiging van regulasie 11 van die Regulasies

7. Regulasie 11 van die Regulasies word hierby gewysig deur --

(a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is ses klasse perskepуреe en -drank, naamlik Vars Perskepуреe, Onversoete Perskepуреe, Perskenektar, Perskekwas, Perskedrank en Perske Gegeurde Drank waarvan die vereistes in subregulasies (2), (3), (4) en (5) voorgeskryf word.";

(b) die skapping van subregulasie (4);

(c) die hernummering van subregulasie (5) na "(4)";

(d) die skapping van die bewoording "...of (4)" in die nuut genommerde subregulasie (4);

(e) die bewoording "90% (v/v)" in die nuut genommerde subregulasie (4) met "100% (v/v)" te vervang; en

(f) subregulasie (6) met die volgende subregulasie te vervang:

"Perske Gegeurde Drank"

(5) Perskepуреe of -drank wat nie aan die vereistes in subregulasies (2), (3), of (4) voorgeskryf voldoen nie, moet as 'Perske Gegeurde Drank' geklassifiseer word."

Wysiging van regulasie 12 van die Regulasies

8. Regulasie 12 van die Regulasies word hierby gewysig deur --

- (a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is ses klasse pynappelsap en -drank, naamlik Vars Pynappelsap, Onversoete Pynappelsap, Pynappelnektar, Pynappelkwas, Pynappeldrank en Pynappel Gegeurde Drank waarvan die vereistes in subregulasies (2), (3), (4) en (5) voorgeskryf word.";

- (b) die skapping van subregulasie (4);
- (c) die hernummering van subregulasie (5) na "(4)";
- (d) die skapping van die bewoording "...of (4)" in die nuut genommerde subregulasie (4);
- (e) die bewoording "90% (v/v)" in die nuut genommerde subregulasie (4) met "100% (v/v)" te vervang; en
- (f) subregulasie (6) met die volgende subregulasie te vervang:

"Pynappel Gegeurde Drank

(5) Pynappelsap of -drank wat nie aan die vereistes in subregulasies (2), (3), of (4) voorgeskryf voldoen nie, moet as 'Pynappel Gegeurde Drank' geklassifiseer word."

Wysiging van regulasie 13 van die Regulasies

9. Regulasie 13 van die Regulasies word hierby gewysig deur --

- (a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is ses klasse sitrussap en -drank, naamlik Vars Sitrussap, Onversoete Sitrussap, Sitrusnektar, Sitruskwas, Sitrusdrank en Sitrus Gegeurde Drank waarvan die vereistes in subregulasies (2), (3), (4) en (5) voorgeskryf word: Met dien verstande dat die naam van die soort sitrusvrug waarvan die sap verkry is, die woord 'sitrus' in die klasbenaming moet vervang.";

- (b) paragraaf (3)(h) met die volgende paragraaf te vervang:

"(h) in die gereed-vir-gebruikvorm 'n minimum °Brix, °Brix tot suurverhouding en suurinhoud het soos hieronder uiteengesit:

Soort natuurlike sitrussap	Minimum °Brix	Minimum °Brix tot suurverhouding	Minimum persentasie suur
Lemoensap	8,6	8,5 : 1	0,65
Mandarynsap	8,5	8,0 : 1	0,65
Pomelosap	8,0	5,0 : 1	0,65
Suurlemoen- en Lemmetjiesap	7,5	1,25 : 1	5,0
Versnyde sitrussap	Die beswaarde gemiddelde °Brix van bogenoemde °Brix-waardes bereken volgens die persentasie van die verskillende soorte natuurlike sitrussap wat die versnyding bevat.";		

- (c) die skapping van subregulasie (4);
- (d) subregulasie (5) met die volgende subregulasie te vervang:

"(4) Sitrusnektar, Sitruskwas en Sitrusdrank moet bestaan uit sitrussap wat aan die vereistes van subregulasie (3) voldoen, maar weens die byvoeging van water of veroorloofde stowwe, minder as 100% (v/v) sitrussap van standaardsterkte in die gereed-vir-gebruikvorm bevat, maar waarvan die minimum persentasie sitrussap (v/v) teen standaardsterkte en die minimum °Brix is soos hieronder uiteengesit:

A	B	
Klassifikasie	Minimum persentasie sitrussap teen standaardsterkte (v/v)	Minimum °Brix
Lemoennektar	50% (in die gereed-vir-gebruikvorm)	8,6
Mandaryennektar	50% (in die gereed-vir-gebruikvorm)	8,5
Pomelonnektar	50% (in die gereed-vir-gebruikvorm)	8,0
Suurlemoen- en Lemmetjienektar	12,5% (in die gereed-vir-gebruikvorm)	7,5
Lemoen-, Mandaryn-, Pomelo-, Suurlemoen- en Lemmetjekwas	24% (in die onverdunde vorm)	-
Lemoen-, Mandaryn-, Pomelo-, Suurlemoen- en Lemmetjiedrank	6% (in die gereed-vir-gebruikvorm)	-"; en

- (e) subregulasie (6) met die volgende subregulasie te vervang:

"Sitrus Gegeurde Drank

(5) Sitrussap of -drank wat nie aan die vereistes in subregulasies (2), (3), of (4) voorgeskryf voldoen nie, moet as 'Sitrus Gegeurde Drank' geklassifiseer word."

Wysiging van regulasie 14 van die Regulasies

10. Regulasie 14 van die Regulasies word hierby gewysig deur --

- (a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is vyf klasse versnyde vrugtesap en -drank, naamlik Vars Versnyde Vrugtesap, Onversoete Versnyde Vrugtesap, Versnyde Vrugtenektar, Versnyde Vrugtekwas en Versnyde Vrugtedrank waarvan die vereistes in subregulasies (5), (6) en (7) voorgeskryf word.";

- (b) die skraping van subregulasie (7); en

- (c) subregulasie (8) met die volgende subregulasie te vervang:

"(7) Versnyde Vrugtenektar, Versnyde Vrugtekwas en Versnyde Vrugtedrank moet bestaan uit versnyde vrugtesap wat aan die vereistes van subregulasie (6) voldoen, maar weens die byvoeging van water of veroorloofde stowwe, minder vrugtesap van standaardsterkte in die gereed-vir-gebruikvorm bevat as die beswaarde gemiddelde van die sapinhoud voorgeskryf vir die verskillende soort sap in die versnyding maar waarvan die minimum persentasie vrugtesap teen standaardsterkte en die minimum °Brix is soos hieronder uiteengesit:

Klassifikasie	Minimum persentasie vrugtesap teen standaardsterkte (v/v)	Minimum °Brix
Versnyde Vrugtedrank	6% op beswaarde gemiddelde (in die gereed-vir-gebruikvorm)	-
Versnyde Vrugtenektar	Die beswaarde gemiddelde van die minimum persentasies vrugtesap teen standaardsterkte vir 'n vrugtenektar soos voorgeskryf vir die betrokke vrugtespesies (in die gereed-vir-gebruikvorm)	Die beswaarde gemiddelde van die °Brix-waardes teen standaardsterkte vir 'n vrugtenektar soos voorgeskryf vir die

Klassifikasie	Minimum persentasie vrugtesap teen standaardsterkte (v/v)	Minimum °Brix
		betrokke vrugtespesies
Versnyde Vrugtekwas	24% op beswaarde gemiddelde (in die onverdunde vorm)	–

Wysiging van regulasie 15 van die Regulasies

11. Regulasie 15 van die Regulasies word hierby gewysig deur --

(a) subregulasie (1) met die volgende subregulasie te vervang:

"(1) Daar is ses klasse ongespesifiseerde vrugtesap en -drank, naamlik Vars X Sap, Onversoete X Sap, X Nektar, X Kwas, X Drank en X Gegeurde Drank, waar X die naam van die betrokke ongespesifiseerde vrug is, en waarvan die vereistes in subregulasies (2), (3), (4) en (5) voorgeskryf word."

(b) die skraping van subregulasie (4);

(c) die hernummering van subregulasie (5) na "(4)";

(d) die skraping van die bewoording "...of (4)" in die nuut genommerde subregulasie (4);

(e) die bewoording "90% (v/v)" in die nuut genommerde subregulasie (4) met "100% (v/v)" te vervang; en

(f) subregulasie (6) met die volgende subregulasie te vervang:

"X Gegeurde Drank

(5) X sap of X drank wat nie aan die vereistes in subregulasies (2), (3), of (4) voorgeskryf voldoen nie, moet as 'X Gegeurde Drank' geklassifiseer word."

Wysiging van regulasie 18 van die Regulasies

12. Regulasie 18 van die Regulasies word hierby gewysig deur --

(a) subregulasie (4) met die volgende subregulasie te vervang:

"(4)(a) Die woorde "vars", "natuurlik", "suiwer", "tradisioneel", "oorspronklik", "outentiek", "egte", "tuisgemaak", "geselekteer", "premium", "kwaliteit" of "beste", of enige ander woorde, verklarings, frases, slagspreuke of uitdrukkings met 'n soortgelyke betekenis, hetsy regstreeks of by implikasie, mag nie op 'n houer wat vrugtesap of -drank bevat verskyn nie, tensy die kriteria vir die gebruik van sodanige terme, soos uiteengesit in die riglyne opgestel deur die Verenigde Koninkryk se "Food Standards Agency", nagekom is. Die nuutste weergawe van hierdie riglyne is op die Departement se webtuiste beskikbaar of kan direk by die kantoor van die Uitvoerende Beampte verkry word.

(b) Geregistreerde handelsmerke of handelsname wat die woorde, verklarings, frases, slagspreuke of uitdrukkings in paragraaf (a) vermeld bevat en wat toegelaat is voor die publikasie van hierdie wysiging, is nie aan hierdie beperkings onderworpe nie."; en

(b) die invoeging van die volgende subregulasies na subregulasie (7):

"(8) Geen aanspraak wat die totale vet, versadigde vet, cholesterol, suiker, natrium of sout, of energiewaarde van twee of meer soortgelyke Vrugtenektar, Versnyde Vrugtenektar, Vrugtekwas, Versnyde Vrugtekwas, Vrugtedrank, Versnyde Vrugtedrank of Vrugte Gegeurde Drank produkte vergelyk deur van woorde soos 'verlaagde', 'minder as', 'lig', 'lite', of woorde met 'n soortgelyke betekenis, gebruik

te maak, mag op 'n houer wat sodanige klasse produkte bevat of in 'n advertensie vir sodanige klasse produkte gemaak word nie, tensy daar aan die volgende voorskrifte voldoen word:

- (a) Die produk moet met 'n ander weergawe van die spesifieke vrugsoort of versnyding van vrugsoorte, na gelang van die geval, binne dieselfde klas vergelyk word: Met dien verstande dat indien 'n ander weergawe van die spesifieke vrugsoort of versnyding van vrugsoorte nie beskikbaar is nie, die betrokke produk met 'n ander vrugsoort of versnyding van vrugsoorte, na gelang van die geval, binne dieselfde klas vergelyk mag word.
 - (b) Die produk wat vergelyk word, moet duidelik op elke houer met die volgende inligting gemerk wees:
 - (i) 'n Verklaring met betrekking tot die verskil in die energiewaarde of betrokke voedingstof inhoud, uitgedruk as 'n persentasie.
 - (ii) Die identiteit van die produk(te) waarmee dit vergelyk word in die onmiddellike nabyheid of as deel van die vergelykende aanspraak.
 - (c) Die vergelyking moet gebaseer wees op 'n relatiewe verskil van minstens 25% in die energiewaarde of voedingstof inhoud van 'n soortgelyke massa of volume: Met dien verstande dat die nodige bewyse (ontledingsverslae, ens.) op versoek van die inspekteur deur die vervaardiger of verpakker voorsien moet word.
 - (d) Elke houer moet met die voorgeskrewe voedingsinligtingverklaring gemerk wees soos voorgeskryf in die regulasies gepubliseer onder die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972).
- (9) Geen aanspraak aangaande die afwesigheid van enige stof wat nie normalweg in 'n vrugtesap of -drank voorkom nie, mag op 'n houer of buitehouer gemerk word nie, behalwe in gevalle waar dit toelaatbaar is ingevolge die regulasies gepubliseer onder die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972).".

Wysiging van regulasie 20 van die Regulasies

13. Regulasie 20 van die Regulasies word hierby gewysig deur --

- (a) paragraaf (2)(a) met die volgende paragraaf te vervang:

"(a) *Land van herkoms en naam en adres*

- (i) Die land van herkoms wat as volg verklaar moet word in letters minstens 1mm hoog:
 - (aa) 'Produk van (naam van land)' indien al die hoofbestanddele, verwerking en arbeid wat gebruik is om die produk te vervaardig van een spesifieke land afkomstig is;
 - (bb) 'Geproduseer in (naam van land)', 'Verwerk in (naam van land)', 'Vervaardig in (naam van land)', 'Gemaak in (naam van land)', of woorde met 'n soortgelyke betekenis indien die produk in 'n tweede land verwerk is en die aard daarvan verander het; of
 - (cc) In die geval waar enkelbestanddeel-landboukommoditeite in grootmaat ingevoer word en waar as gevolg van klimaats, seisoenale of ander oorsake meer as een land die bron van die

enkelbestanddeel-landboukommoditeit is, die bewoording "Produk van (naam(name) van land(e))", geskei deur die uitdrukking "en/of", gebruik mag word op die etiket van die finale herverpakte produk. Met dien verstande dat die finale produk steeds 'n enkelbestanddeel-landboukommoditeit bly.

Met dien verstande verder dat die bewoording 'Verpak in (naam van land)' addisioneel tot die vereistes in sub-subparagraaf (aa) of (bb) hierbo gebruik mag word.

- (ii) Die naam en adres van die vervaardiger, verpakker, invoerder, verkoper of persoon of instansie namens wie die produk verpak is in letters minstens 1mm hoog.;
- (b) die skrapping van subparagraaf (2)(b)(iv);
- (c) die hernummering van subparagraaf (2)(b)(v) na "(iv)";
- (d) die hernummering van subparagraaf (2)(b)(vi) na "(v)";
- (e) die hernummering van subparagraaf (2)(b)(vii) na "(vi)";
- (f) die hernummering van subparagraaf (2)(b)(viii) na "(vii)"; en
- (g) die skrapping van paragraaf (2)(g).

INWERKINGTREDING

14. Hierdie wysigings sal 12 maande na datum van publikasie daarvan in werking tree.

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 412****14 June 2013****LABOUR RELATIONS ACT, 1995****NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION TO NON-
PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) 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 24 June 2013 and for the period ending 31 December 2015.

MN OLIPHANT**MINISTER OF LABOUR**

UMNYANGO WEZABASEBENZI

No. R. 412

14-6-2013

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI
KWABAQASHI NABASEBENZI EMBONINI YENDWANGU: UKWELULWA
KWESIVUMELWANO ESIYINGQIKITHI ESIPHAKATHI KWABAQASHI
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXYENYE YASO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa UmKhandlu Kazwelonke Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yendwangu, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela mhlaka. 24 kuNhlangulana 2013 kuze kube ngu 31 kuZibandlela 2015.

MN OLIPHANT**UNGQONGQOSHE WEZABASEBENZI**

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

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

made and entered into by and between the

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

South African Carpet Manufacturing Employers' Association (SACMEA)

National Manufactured Fibres Employers' Association (NMFEA)

National Association of Worsted Textile Manufacturers (NAWTM)

Narrow Fabric Manufacturers Association (NFMA)

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

National Textile Manufacturers' Association (NTMA)

South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)

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

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

Southern African Clothing and Textile Workers' Union (SACTWU)

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

National Textile Bargaining Council to amend the Main Collective Agreement published under Government notice No. R.78 of 9 February 2007 as amended and extended by Government notices Nos. R.430 of 18 April 2008, R.1149 of 31 October 2008, R. 38 of 23 January 2009, R.1151 of 11 December 2009, R.635 of 23 July 2010; R. 1094 of 26 November 2010 , R. 300 of 08 April 2011 and R.5 of 06 January 2012.

PART 1

A: APPLICATION

1. SCOPE OF APPLICATION

- (a). This Agreement applies to all employers and all employees who are members of the parties to this Agreement and who are engaged in the Textile Industry, as defined 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 in-

clude, 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, polyamade, aramid, polyester and synthetic polyisoprene
- Natural polymers: including made from or comprising aliginate rubber, regenerated proteins regenerated cellulose and cellulose ester
- Minerals: including rock wool, carbon fibre and glass fibre or any other fibre manufactured from minerals and,
- all other manufactured fibres and tapes not specified above.

1.1.2 Preparation of Natural Fibres

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

1.1.3 Manufacture Textiles

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

1.2 Scope as defined by product:

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

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

- j. worsted tops or noils, or yarns or fabrics;
- k. towelling or towels;
- l. all types of made-up textiles, including curtains and blinds, sheets, bedspreads, quilts, duvets and other bed linen; pillows and cushions, textile materials found in bathrooms and restrooms
- m. carpets, rugs, mats and matting, carpet tiles, and rugs (including as used in applications for floors and walls in domestic, commercial and residential premises, as well as that found in all types of auto mobiles, airplanes, trains, ships and any other form of transport);
- n. flock, foam, wadding, or padding, including shoulder padding, and all items with feather fillings;
- o. under-felt and felt;
- p. cleaning cloths, cleaning rags, dusters;
- q. blanketing, blankets, travelling-rugs, shawls ;
- r. technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:
 - tyre-cord, belting, hose, tank fabrics, conveyor belts;
 - textiles used to reinforce plastics; mining and civil engineering
 - textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;
 - textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;

- textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;
 - medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;
 - fabrics used to filter air, gas or liquids;
 - fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.
- (c). The 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 2015.

PART 2

ANNEXURE C

WOVEN, CROCHET & KNITTED NARROW FABRIC SUBSECTOR

A. APPLICATION

3. CLAUSE 1: SCOPE OF APPLICATION

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

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

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

"4.1 As per clause 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	R1.33 per hour
A2 0-3 months	R1.34 per hour
4-6 months	R1.34 per hour
Qualified	R1.35 per hour
A3	R1.37 per hour
B1 0-6 months	R1.38 per hour
7-12 months	R1.39 per hour
Qualified	R1.41 per hour
B2 0-6 months	R1.40 per hour
7-12 months	R1.41 per hour
Qualified	R1.42 per hour
B3 0-6 months	R1.46 per hour

7-12 months	R1.48 per hour
Qualified	R1.50 per hour
B4	R1.59 per hour

CLOTHING ACCESSORIES:

GRADE	INCREASE
A1	R1.20 per hour
A2	R1.22 per hour
A3	R1.24 per hour
B1	R1.28 per hour
B2	R1.29 per hour
B3	R1.35 per hour
B4	R1.44 per hour
B5	R1.54 per hour

BRAIDING:

GRADE	INCREASE
A1	R0.79 per hour
A2	R0.80 per hour
A3	R0.83 per hour
B2	R0.87 per hour
B5	R0.93 per hour

4.2.2 The minimum hourly wage rate shall be as follows:

WOVEN AND CROCHET:

GRADE	HOURLY RATE OF PAY
A1	R20.32
A2 0-3 months	R20.43
4-6 months	R20.51
Qualified	R20.64
A3	R20.93
B1 0-6 months	R21.15
7-12 months	R21.31
Qualified	R21.57
B2 0-6 months	R21.36
7-12 months	R21.60
Qualified	R21.77
B3 0-6 months	R22.38
7-12 months	R22.66
Qualified	R22.92
B4	R24.30

CLOTHING ACCESSORIES:

GRADE	HOURLY RATE OF PAY
A1	R18.38
A2	R18.70
A3	R18.96
B1	R19.50
B2	R19.68
B3	R20.69
B4	R22.00
B5	R23.52

BRAIDING:

GRADE	HOURLY RATE OF PAY
A1	R12.09
A2	R12.22
A3	R12.75
B2	R13.31
B5	R14.15

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.”

E: EMPLOYEE BENEFITS

5. CLAUSE: 29 SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29.1

“29. 1 A levy of 50c (fifty cents) per week per employee shall be payable only by the employers and not the employees.”

G: ORGANISATIONAL RIGHTS**6. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES**

Substitute the following for the existing clause 35.4

“The provisions of clause 35 of Part 1 of the Agreement shall apply, subject to the following:

35.4 Each shop steward shall be entitled to nine (9) days paid time off for trade union, SETA and Bargaining Council activities of which 3 days shall be pooled and such pooled days shall be available to all recognized shop stewards in the plant, subject to existing rules agreed to by the parties governing shop stewards time off and also contained in this sub sector schedule.”

H: GENERAL**7. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT****Delete Clause 49.4**

Insert the following new clause 49.5.1

49.5.1 The parties agree that Labour Brokers are limited to only being able to provide services in respect of non-core operations, in occupations such as Drivers, Van Guards, Cleaners, General Workers, Labourers, Security Staff, PA's, Receptionists, all Clerical/Administration staff, Technical Personnel, Engineering staff and Handymen for a period of time not exceeding 6 months.

PART 2**ANNEXURE D****MANUFACTURED FIBRES SUBSECTOR****A. APPLICATION****8. CLAUSE 1: SCOPE OF APPLICATION**

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

B. REMUNERATION**9. 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.

(1) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees employed prior to 01 July 2012

Grade	Minimum Monthly Wage
A1	5381.46
A2	5801.98
A3	6052.21
B1	6504.30
B2	6794.20
B3	7193.00
B4	7741.44
B5	8518.54

(2) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees employed from 01 July 2012

Grade	Minimum Monthly Wage
A1	5125.20
A2	5525.70
A3	5738.30
B1	6194.55
B2	6470.65
B3	6850.40
B4	7372.80
B5	8112.90

D: LEAVE**10. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE**

Substitute the following for the existing clause 24.1

24.1 As per the provisions of clause 24 of Part 1 of *this Agreement* except that the number of days of paid family responsibility leave shall be five working days.

24.2 Family responsibility leave shall also include the sickness of a parent, subject to the discretion of management's discretion, the care dependency between the employee and his parents and the presentation of just cause and reasonable proof being furnished by the employee concerned.

24.3 Family responsibility leave shall also include the illness of a spouse or life partner, subject to proof of illness being furnished by the employee concerned. The entitlement of this leave shall be limited to one day per annum and to be used from the days allocated in clause 24.1 above."

E: EMPLOYEE BENEFITS**11. CLAUSE: 29 SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

"29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 70c (seventy) cents per week per employee with effect from the coming into operation of this

Agreement . Such contribution shall be made directly to the SACTWU Finance Department, “

G: ORGANISATIONAL RIGHTS

12. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Substitute the following for the existing clause 35.1.2

“35.1.2 Each shop steward shall be entitled to 13 days’ paid time off for union activities. The shop steward is required to arrange for a replacement during his/her absence from work. “

PART 2

ANNEXURE E

CARPETS SUBSECTOR

A. APPLICATION

13. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

14. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

- 4.1 (a) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be *R25.15* per hour or *R1 131.75* based on a 45 hour working week unless exemption is granted.
- (b) The *minimum wages* for the *Carpet Subsector* which an employer shall pay to employees shall be *R25.15* per hour or *R1 131.75* based on a 45 hour working week with effect from the coming into operation of this Agreement .
- 4.2 Every employer must pay each employee a wage that is not less than the minimum wage set out in clause 4.1 above.
- 4.3 As per the provisions of clause 4.3 of Part 1 of *this Agreement*."

D: LEAVE

15. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE

Insert the following new clause 24.4

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

24.4.1.1 Hospitalisation of Spouse;

24.4.1.2 Chronic illness/disease;

24.4.1.3 Infirmary/Immobilization of spouse due to illness;

24.4.1.4 Accident resulting in injury or hospitalization. "

E: EMPLOYEE BENEFITS

16. CLAUSE: 29 SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

"29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 30c (thirty) cents per week per employee with effect from the coming into operation of this

Agreement . Such contribution shall be made directly to the SACTWU Finance Department,”

G: ORGANISATIONAL RIGHTS

17. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Insert the following new clause 35.10 and 35.11

“35.10 The employer agrees to grant an additional five (5) days paid shop stewards leave to be used specifically by shop stewards who serve as Office Bearers of the Union Structures.

35.11 The Union will be required to give the employers seven (7) days notice before such leave in 35.10 is authorized.”

PART 2

ANNEXURE F

WOOL AND MOHAIR SECTION

A. APPLICATION

18. CLAUSE 1: SCOPE OF APPLICATION

1.1 As per clause 1 of Part 1 of this agreement

B. REMUNERATION**19. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

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

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

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

Wool and Mohair Processors Industry

GRADE	OLD RATE	INCREASE PER HOUR	NEW RATE
1	R25.42	R1.65	R27.07
2	R26.28	R1.65	R27.93
3	R27.76	R1.65	R29.41
4	R31.33	R1.65	R32.98
5	R32.20	R1.65	R33.85

Wool and Mohair Broking Industry

		MINIMUM WEEKLY WAGE RATE		GRADE IN- CREASE	
GRADE	Job De- scription	With ef- fect from coming into op- eration of this Agree- ment	With ef- fect from coming into op- eration of this Agree- ment	With effect from coming into opera- tion of this Agree ment	With effect from com- ing into opera tion of this Agree ment
1	Wool Bag Worker	R824.60	R828.72	R53.94	R4.12
	General Worker				
	Cleaner				
	Trolley Pusher				

	Tea makers				
				Minimum rate per kilogram pressed/sorted	
	Bin Press Operator	R511.40	R513.96	R0.17	
	Mohair Sorter				
	Wool Sorter				
2	Marker / Woolwrit- ers	R861.53	R865.83	R56.36	R4.30
	Sampler				
3	Hoop Strap Iron Cutter	R910.76	R915.31	R59.58	R4.55
	High Den- sity Press Operator				
	Seeker				
	Shipping Bale Marker				
4	Core Machine	R959.99	R964.78	R62.80	R4.79

	Operator				
	Forklift				
	Driver				
	Grab Machine Operator				
	Handyman				
5	Checker	R1009.22	R1014.26	R66.02	R5.04
	Clerk				
	Driver Code 8				
	Weighing Clerk				
	Supervisor				

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

E: EMPLOYEE BENEFITS

20: CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

“21. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute **50c (fifty cents)** per week per employee. Such contribution shall be made directly to the SACTWU Finance

Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employ as at 30 November of the previous year. :

G: ORGANISATIONAL RIGHTS

21. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Insert the following new clause 35.5 and 35.6

35.5 Shop stewards employed in the Wool and Mohair Broking Industry shall each be granted a minimum of 11 paid days per annum as Shop Stewards leave, subject to operational requirements.

35.6 Trade Union Office Bearers shall be granted an additional 3 days' paid time off as contemplated in the Labour Relations Act, subject to –

3.5.6.1 There being no more than 1 Office Bearer per employer; and

3.5.6.2 that any time off shall be subject to operational requirements.

H: GENERAL

22. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Insert the following new clause 49.1 CONTRACT EMPLOYEES

49.1.1 Contract employees who have been employed for the period January to December shall qualify for payment of an annual bonus and holiday pay.

49.1.2 Contract employees who are employed for a period longer than 6 months shall qualify for payment of a Pro-Rata bonus.

49.1.3 Wool and Mohair Broker Industry Employers shall conduct an assessment of the employment of contract employees with effect from the coming

into operation of this Agreement . where this assessment reveals general employment based on an interrupted period of employment due to consecutive temporary contracts, the Employers shall, subject to operational requirements, offer aforementioned employees permanent employment. Contract employees not offered permanent employment will, subject to the provisions of this clause and operational requirements continue to be employed as contract employees.

49.1.4 With effect from the coming into operation of this Agreement other than seasonal employees employed for a fixed task or fixed duration, employees employed in the Wool and Mohair Broker Industry on contract to do general work for an undefined purpose or period and whose employment exceeds 6 (six) months, shall be permanently employed and managed accordingly.

PART 2

ANNEXURE G

WORSTED SECTION

A. APPLICATION

23. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

24. CLAUSE 4: MINIMUM WAGES

Substitute the following for the existing clause 4

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

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

4.2.1 Verticals

GRADE	CURRENT HOURLY RATE	NEW HOURLY RATE
1	R18.78	R20.14
2	R19.22	R20.58
3	R19.88	R21.24
4	R20.95	R22.31

4.2.2 Spinners

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

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	R18.44	R1.23	R19.67
2	R19.07	R1.27	R20.34
3	R20.02	R1.33	R21.35
4	R21.61	R1.44	R23.05

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

GRADE	CURRENT HOURLY RATE	HOURLY RATE INCREASE	NEW HOURLY RATE
1	R14.00	R0.93	R14.93
2	R14.51	R0.96	R15.47
3	R15.24	R1.01	R16.25
4	R16.52	R1.10	R17.62

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

4.4. NEW ENTRY WAGE RATE

4.4.1 All new employees entering the Industry from 01 July 2011 will be paid at rate not less than 80% of the Industry Rate applicable to that job category.

4.4.2 Employees who convert to permanent from fixed term contracts in terms of the provisions of the Main Agreement will be paid at 100% of the rate applicable to that job category.

4.4.3 Employees who have been retrenched and re-employed either as a permanent or fixed employee, within a period of 6 months, will be paid at 100% of the rate applicable to that job category.”

E: EMPLOYEE BENEFITS**25: CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

“29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 20c (twenty cents) per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employ as at 30 November of the previous year. “

PART 2**ANNEXURE H****WOVEN COTTON TEXTILE PRODUCTS SUBSECTOR****A. APPLICATION****26. CLAUSE 1: SCOPE OF APPLICATION**

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

B: REMUNERATION**27. 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 an hourly rate, which is not less than the *minimum hourly rate* prescribed in the table below:

Grade	Current Minimum rate	Mini- Hourly	Hourly Increase	New Minimum Hourly Rate
1	R20.28		R1.37	R21.65
2	R20.69		R1.40	R22.09
3	R21.23		R1.43	R22.66
4	R22.16		R1.50	R23.66
5	R23.28		R1.57	R24.85

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 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	R1.37
2	R1.40
3	R1.43
4	R1.50
5	R1.57

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

6.75% increase on their actual hourly wage rates, with effect from the coming into operation of this agreement

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

4.7 HOURLY RATE FOR EMPLOYEES EMPLOYED FROM THE COMING INTO EFFECT OF THIS AGREEMENT

4.7.1 Employees employed from the coming into effect of this agreement being extended to all non parties will be paid at 80% of the prescribed rate for a period of 12 (twelve) months from their date of engagement.

Grade	Hourly Rate Per Hour
1	R17.32
2	R17.67
3	R18.13
4	R18.93
5	R19.88

- 4.7.2 Employees who have been retrenched from their place of work and who are re-employed at the same factory will be employed at the council's minimum rates, provided such employment takes place within 12 months of retrenchment."

28. CLAUSE 7: LONG SERVICE ALLOWANCE

Substitute the following for the existing clause 7

“All employees are to be paid a long service award as follows:

- 7.1 On anniversary date of 5 (Five) completed years of service –
1 (One) weeks basic pay;
- 7.2 On anniversary date of 10 (Ten) completed years of service –
2 (two) weeks basic pay;
- 7.3 On anniversary date of 15 (Fifteen) completed years of service –
3 (three) weeks basic pay;
- 7.4 On anniversary date of 20 (Twenty) completed years of service –
4 (four) weeks basic pay;
- 7.5 Clause 7.1 to 7.4 will be applicable to all establishments who currently do not reward employees for long service.
- 7.6 Establishments who currently offer employees a long service award or allowance, will continue to offer employees such benefits, for the currency of this agreement, in accordance with such benefits’ existing terms and conditions”

29. CLAUSE 8: ANNUAL BONUS

Insert the following new clause 8.6

“8.6 With effect from the coming into operation of this Agreement Employees employed on or after 01 July 2012 and who are in employment at

01 December each year will be paid an annual bonus in December of each year, based on the basic Woven Cotton Council rates of pay as follows:

- 8.6.1 One completed year’s service = 1 (one) week basic rate of pay per grade if a full year is worked, otherwise pro-rated if service is less than a full year;

8.6.2 Two completed year's service = 2 (two) weeks basic rate of pay per grade;

8.6.3 Three completed year's service = 3 (three) weeks basic rate of pay per grade;

8.6.4 Four and more completed year's service = 4 (four) weeks basic rate of pay per grade."

D: LEAVE

30. CLAUSE 24: FAMILY RESPONSIBILITY LEAVE

Insert the following new clause 24.4

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

24.4.1 Hospitalisation of Spouse;

24.4.2 Chronic illness/disease;

24.4.3 Infirmness/Immobility of spouse due to illness

The above is subject to:

The employee submitting a valid medical certificate.

Acceptable proof of the spousal relationship may include the marriage certificate and/or relevant proof acceptable in law."

E: EMPLOYEE BENEFITS**CLAUSE 29: SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

“29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute **40c (forty cents)** per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employ as at 30 November of the previous year. “

G: ORGANISATIONAL RIGHTS**32. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES**

Insert the following new clause 35.9;

“35.9 Employers agree to grant five (5) days paid leave to be used specifically by elected Sactwu Office Bearers, where Sactwu is the majority union at the establishment as follows:

35.9.1 A maximum of one office bearer per establishment, unless otherwise provided for by the union's constitution.

35.9.2 Where multiple office bearers are already elected from one establishment, the 5 days may be split between them.

- 35.9.3 The company to be given 7 days written notice by the union for release of such an office bearer. “

PART 2

ANNEXURE I

HOME TEXTILES SECTION

A. APPLICATION

33. CLAUSE 1: SCOPE OF APPLICATION

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

B. REMUNERATION

34. CLAUSE 4: MINIMUM WAGES

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

- “4.1 The *minimum* wages for the *Home Textiles Section*, which an employer shall pay to employees, employed prior to 01 July 2011, shall be as specified in table 4.2 below.
- 4.2 Every employer must pay each employee a wage that is not less than the *minimum hourly* rate prescribed in the table below:

GRADE	HOURLY RATE OF PAY
1	R12.48
2	R13.28
3	R14.11
4	R14.98
5	R16.39

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	R0.76
2	R0.81
3	R0.86
4	R0.91
5	R1.00

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

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

GRADE	HOURLY RATE OF PAY
1	R9.98
2	R10.62
3	R11.29
4	R11.98
5	R13.11

E: EMPLOYEE BENEFITS

35: CLAUSE 29: SACTWU WORKER HEALTH PROGRAM

Substitute the following for the existing clause 29

“29. The employer contribution of the SACTWU Worker Health Project will increase from R0.30 (thirty cents) per employee per week to R0.50 (fifty cents) per employee per week. Such payments will be made directly to the SACTWU Finance Department (Head Office Account) at the end of December and at the end of June each year. “

G: ORGANISATIONAL RIGHTS

36. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Insert the following new clause 35.1 and 35.2

“35.1 Each shop steward will be entitled to nine days’ paid time off for union activities, for the period of this Agreement. Such leave is to increase by one day per annum, until a maximum of 10 days’ paid leave per shop steward is attained. Such leave shall not be accumulative nor transferable. Other shop stewards’ rights and facilities shall be no less favourable than those stipulated in employment law.

35.2 Employers agree to grant a maximum of five (5) days paid leave to be used specifically by elected Sactwu Office Bearers for their Office Bearer Duties, providing the following criteria are met:

35.2.1 There will be a maximum of 1 (one) SACTWU Office Bearer per Company.

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

H: GENERAL

37. CLAUSE 43: EMPLOYER AGENCY SHOP

Insert the following new clause 43.1

"43.1 An Employer Agency Shop is applicable in the Home Textiles Section of the Home Textiles and Blankets sub sector.

43.2 The applicable employer agency fee shall be equivalent to the membership fee of the relevant employers' organization prevailing from time to time.

43.3 The relevant Employers' Organisation shall be as determined by the Council from time to time.

43.4 Accordingly, every employer who is not a member of the relevant employers' organization, shall be bound by the agency shop.

43.5 Employers who are not members of the relevant employers' Organisation must be informed of the Agency Shop Fee and the Amount that will be payable via the National Textile Bargaining Council.

43.6 The Employers affected by clause 43.4 shall pay an agency fee of R0.40 (forty cents) per week per employee in the bargaining unit. The agency fee will be payable to the NTBC with the monthly returns,"

PART 2

ANNEXURE J

BLANKETS SECTION

A. APPLICATION

38. CLAUSE 1: SCOPE OF APPLICATION

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

B: REMUNERATION

39. 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 *Blankets 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) With effect from coming into operation of this Agreement the minimum hourly increases per grade applicable to employees employed prior to 01 August 2012

Grades	Experience	Urban Areas Increase per hour	Isithebe Area Increase per Hour
1	-	R0.80	R0.80
2	0 – 3 months	R0.86	R0.86
	Qualified	R0.88	R0.88

3	0 – 12 months	R0.92	R0.92
	Qualified	R0.93	R0.93
4	0 – 12 months	R1.02	R1.02
	Qualified	R1.03	R1.03
5	0 – 12 months	R1.28	R1.28
	Qualified	R1.29	R1.29

(2) With effect from coming into operation of this Agreement New Hourly Rate applicable to employees employed prior to 01 August 2012

Grades	Experience	Urban Areas New Hourly Rate	Isithebe Area New Hourly Rate
1	-	R12.52	R10.33
2	0 – 3 months	R13.53	R11.07
	Qualified	R13.80	R11.30
3	0 – 12 months	R14.45	R11.85
	Qualified	R14.58	R11.95
4	0 – 12 months	R16.03	R13.33
	Qualified	R16.18	R13.45
5	0 – 12 months	R20.16	R16.93
	Qualified	R20.36	R17.10

(3) With effect from coming into operation of this Agreement New Hourly Rate applicable to employees employed on or after 01 August 2012, excluding the Isithebe Area

Grades	Experience	Urban Areas only New Hourly Rate
1	-	R10.65
2	0 – 3 months Qualified	R11.50 R11.73
3	0 – 12 months Qualified	R12.29 R12.40
4	0 – 12 months Qualified	R13.63 R13.76
5	0 – 12 months Qualified	R17.14 R17.31

- 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.
- 4.6 The provisions of clause 4.2 (3) (**New Hourly Rate applicable to employees employed on or after 01 August 2012**) above shall not prejudice employees employed prior to 01 August 2012 in any manner whatsoever. No downward variation agreements or practices such as buy – out attempts and or employer decisions within the operational requirements scope of the Labour Relations Act 66 of 1995 as amended shall be permissible at any Employer establishment.
- 4.7 In addition, clause 4.2 (3) (**New Hourly Rate applicable to employees employed on or after 01 August 2012**) above shall not be applicable to employees in the Blanket Sub Section who have been employed within the past 12 months or have been retrenched from any company that falls under the scope of the Blanket

Sub Section within the past 12 months and are re-employed during the period of this agreement.

- 4.7 Existing employees who are employed on Fixed Term contracts in terms of clause 49.3 in the amending agreement R.5 published in Government Gazette Number 34910 of 6 January 2012 will be paid at 100% of the rate applicable to that job category.
- 4.8 Employees who are employed on Temporary Contracts in terms of Clause 10 of the Main Collective Agreement will be paid at 85% of the rate applicable to that job category.”

E: EMPLOYEE BENEFITS

40. CLAUSE 29: SACTWU HIV/AIDS PROJECT

Substitute the following for the existing clause 29

- “29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 40c (forty cents) per week per employee with effect from the coming into operation of this Agreement . Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employment as at 30 November of the previous year”

G: ORGANISATIONAL RIGHTS

41. CLAUSE 35: SHOP STEWARDS RIGHTS AND FACILITIES

Insert the following new clause 35.10; 35.11 and 35.12

“35.10 The parties agree to the recognition of up to two (2) elected shop stewards as Union Office Bearers per establishment provided their election is confirmed by the Trade Union to the Employer in writing.

35.11 The elected Union Office Bearer(s) per establishment will be entitled to share up to five (5) days paid time off per year. Such leave shall not be accumulative or transferable.

35.12 the paid time off amount will be calculated on the elected Office Bearer's hourly rate of pay.”

H: GENERAL

42. CLAUSE 49: OTHER CONDITIONS OF EMPLOYMENT

Substitute the following for the existing clause 49.3

“49.3 The labour profile targets for the period of this agreement are as follows:

PERMANENT EMPLOYEES: 68%

FIXED TERM CONTRACT EMPLOYEES: 32%

49.3.1 Fixed Term Contract Employees: Meaning

This category of employee is identified in clause 49.3 of the Labour Profile and is part of the labour compliment at each establishment. In order to create permanent employment, the number of fixed term contract employees will be reduced by 2% per year until the labour compliment reflects a composition or distribution of 70% permanent employees and 30% fixed term contract employees as at 01 August 2013.

49.3.2 Fixed Term Contract Employees: Annual Leave:

(a) Fixed Term contract employees shall be employed from 01 January to 31 December each year and be paid for the total hours worked each week or month.

- (b) Fixed Term contract employees shall be paid 15 working days leave on completion of that employee's leave cycle on termination of employment in December each year.
- (c) All other annual leave provisions will be as per the Main Collective Agreement.

49.3.3 Fixed Term Contract Employees: Annual Bonus

- (a) Fixed Term contract employees in the employ of the Employer shall be entitled to an annual bonus for any period of employment of 2% (two percent) of the actual basic earnings per annum, calculated on the actual hourly rate.

49.3.4 Fixed Term Contract Employees: General

- (a) Fixed Term Contract Employees can reasonably expect that their contracts to be renewed each year and their length of service with the employer be determined from the date that the first Fixed Term Contract was implemented.
- (b) In the event that the labour compliment be reduced at the establishment in a particular year due to operational reasons, the employer to consult with the Union regarding the affected Fixed Term Contract employees as required with the terms of the Labour Relations Act 66 of 1995 as amended.
- (c) Fixed Term Contract Employees are not Temporary employees, as Temporary employees' terms and conditions are covered under clause 10 of the main Collective Agreement."

PART 2**ANNEXURE K****NON WOVEN TEXTILES SUBSECTOR****A. APPLICATION****43. CLAUSE 1: SCOPE OF APPLICATION**

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

B. REMUNERATION**44. CLAUSE 4: MINIMUM WAGES**

Substitute the following for the existing clause 4

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

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

MINIMUM WAGE

Grade	Hourly rate of pay
A1 /A2	R20.91
A3 / B1	R21.14
B2 / B3	R22.20
B4 / B5	R23.86

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

4.4 If an employer is already paying wage rates equal to or more than the wage rates set out in clause 4.2 of this Annexure at the date this Agreement comes

into effect, the following minimum hourly increases per grade shall be paid to employees;

Grade	Increase per hour
A1 / A2	124 cents per hour
A3 / B1	125 cents per hour
B2 / B3	132 cents per hour
B4 / B5	141 cents per hour

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

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

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

NEW ENTRANT WAGE

Grade	Hourly rate of pay
A1 / A2	R16.73
A3 / B1	R16.91
B2 / B3	R17.75
B4 / B5	R19.09

4.8 The provisions of clause 4.6 and 4.7 above will not be applicable to skilled non woven employees or have been retrenched from any company that falls under the scope of the Non Wovens sub sector within the past 12 months from 01 July 2011. Such retrenched employees must be paid at the applicable rates of pay as detailed in clause 4.2 and 4.3 above. “

CLAUSE 8: ANNUAL BONUS

Substitute the following for existing clause 8

- 8.1 Every employer must pay an annual bonus calculated in terms of clause 8.2 below, to each employee no later than a week before Christmas Day.
- 8.2 The annual bonus is based on a full year of service commencing on 1 November of the preceding year and ending on 31 October of the year in which the annual bonus is paid. The annual bonus is calculated at 17(seventeen) days' basic wage rates with effect from coming into operation of this Agreement.
- 8.3 If an employee starts employment on or after 1 November, that employee is entitled to a pro rata amount of the annual bonus for the period worked up to 31 October.
- 8.4 An employee whose employment is terminated-
- (a) before 1 November, is not entitled to any annual bonus; or
 - (b) on or after 1 November, must be paid the annual bonus on the date of termination.

E: EMPLOYEE BENEFITS**46. CLAUSE: 29 SACTWU HIV/AIDS PROJECT**

Substitute the following for the existing clause 29

- "29. For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute **30c (thirty cents)** per week per employee with effect from the date of coming into operation of this Agreement . Such contribution shall be made directly to the SACTWU Finance Department, on an

annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employ as at 31 November of the previous year

Signed at Durban, for and behalf of the parties to the Council this 01st day of November 2012.



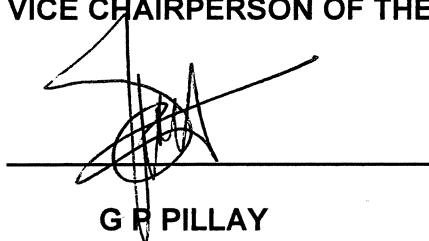
S H RUBIDGE

CHAIRPERSON OF THE COUNCIL



N B LOUBSER

VICE CHAIRPERSON OF THE COUNCIL



G P PILLAY

SECRETARY OF THE COUNCIL

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