

## DEPARTMENT OF EMPLOYMENT AND LABOUR

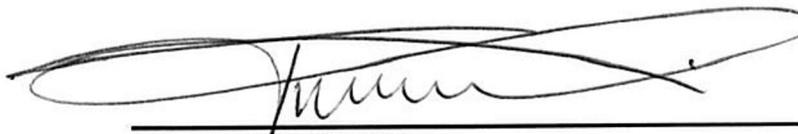
NO. 231

19 March 2021

## LABOUR RELATIONS ACT, 1995

**NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE EMPLOYER AND TRADE UNION AGENCY SHOP COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Textile Bargaining Council**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the Second Monday after publication of this Notice and shall remain in force until such time it is amended by the parties to the Council from time to time.

  
**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 10/03/2021

**NATIONAL TEXTILE BARGAINING COUNCIL****EMPLOYER AND TRADE UNION AGENCY SHOP COLLECTIVE AGREEMENT FOR THE  
TEXTILE INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA**

in accordance with the provisions of section 25 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)**

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

**WHEREAS** in terms of Section 25 of the Labour Relations Act [as amended] the aforementioned  
parties hereby conclude a collective agreement, to be known as an Employer and Trade Union

Agency Shop Agreement, requiring all Employers who are members of the Employers Organisations as listed above, to deduct an agreed agency fee from the wages of employees identified in this agreement, who are not members of SACTWU (the representative trade union) but are eligible for membership thereof,

**AND** requiring all Employers who are not members of the representative Employers Organisations as listed above, but are eligible for membership, to pay an agreed agency fee as set out in Part 2 of this agreement.

**NOW THEREFORE** the parties set out the terms of the collective agreement as follows -

## PART 1

### 1. SCOPE OF APPLICATION

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

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

##### 1.1.1. Fibre Manufacture

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

##### 1.1.1.1 Natural Fibres

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

##### 1.1.1.2 Manufactured Fibres:

- Synthetic polymers: including polymethylene, polyolefin, polyvinyl, polyurethane, polyamide, aramid, polyester and synthetic polyisoprene

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

### 1.1.2 Preparation of Natural Fibres

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

### 1.1.3 Manufacture Textiles

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

## 1.2 Scope as defined by product:

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

- 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 automobiles, airplanes, trains, ships and any other form of transport);
  - n. flock, foam, wadding, or padding, including shoulder padding, and all items with feather fillings;
  - o. under-felt and felt;
  - p. cleaning cloths, cleaning rags, dusters;
  - q. blanketing, blankets, travelling-rugs, shawls;
  - r. technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:
    - tyre-cord, belting, hose, tank fabrics, conveyor belts;
    - textiles used to reinforce plastics; mining and civil engineering
    - textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;
    - textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;
    - textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;
    - medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;
    - fabrics used to filter air, gas or liquids;
    - fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.
- 1.3 The terms of this Agreement shall be observed in the Textile Industry by all employers who are members of the employers' organisations and by all employees who are members of the trade union, and who are engaged and employed therein, respectively.
- 1.4 The scope of this agreement applies to employees and employers of such employees whose wages are regulated in the Council Main Collective Agreement

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

This Agreement shall come into operation on the signature of this agreement and shall be extended to non-parties on such date as may be fixed by the Minister of Employment and Labour in terms of section 32 of the Labour relations Act, 1995 and shall remain in force until such time as the members amend this agreement accordingly.

### 3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Act, shall have the same meaning as in the Act, any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context –

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

“**Agency Shop Levy**” means the fee set out in clause 4 of this Agreement;

“**Ancillary items**” means items that are supplementary, supporting or additional to;

“**Employer Agency Fee**” means the fee set out in Part 1 of clause 5 and the relevant Annexure in Part 2 of this Agreement;

“**Council**” means the Council of the Bargaining Council established in terms of Clause 7 of the National Textile Bargaining Council;

“**employer**” means any person who employs or provides work for any other person and who remunerates or expressly or tacitly undertakes to remunerate that person; who permits any person to assist them in carrying on or conducting their business; and “employ” and “employment” have a similar meaning;

“**employee**” means any person, who works for another person or for the State and who receives or is entitled to receive any remuneration and employee also means any other person who in any manner assists in carrying on or conducting the business of an employer, and “employed” and “employment” have meanings corresponding to that of “employee”;

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

“**employer representative**” means any representative appointed in that capacity by an employers’ organization which is party to the Council.

“**Industry**” means the Textile Industry, as defined in the National Textile Bargaining Council’s scope of registration;

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

**“Representative employers’ organisation”**, means a registered employers’ organisation or two or more registered employers’ organisations acting jointly represent majority of the employers or whose members employ the majority of the employees employed by the members of an employers’ organisation within the scope of application of this collective agreement.

**“sub-sector” or “section”** means the sub-sectors or sections as set out in Schedule 2 of the National Textile Bargaining Council Constitution;

**“this Agreement”** means Part 1 and Part 2 of this document.

**“trade union agency shop fee”** means a deduction equivalent to the amount of the trade union subscription as set out in Part 1 of clause 4 and the relevant Annexures in Part 2 of this Agreement.

#### **4. AGENCY SHOP AGREEMENT**

- 4.1 In terms of this agreement, Employers are required to deduct a trade union agency shop fee from the wages of an employee who is not a member of the trade union, but is eligible for membership thereof, provided that such employee is employed within the scope of this collective agreement.
- 4.2 Employees who are not members of the trade union are not compelled to become members of the trade union by virtue of the implementation of this collective agreement.
- 4.3 In terms of this collective agreement, the trade union agency shop fee payable will be equivalent to or less than:
- 4.3.1 the amount of the subscription payable by the members of the trade union;
  - 4.3.2 if the subscription of the trade union is calculated as a percentage of an employee’s salary, that percentage; or
  - 4.3.3 if there are two or more registered trade unions party to the agreement, the highest amount of the subscription that would apply to an employee;

- 4.4 The trade union agency shop fee deducted from the employees, shall be paid by the employer to the trade union, into a separate account administered by the trade union by no later than the 15<sup>th</sup> day of each month that in which it became due.
- 4.5 No agency fee deducted shall be: -
- (a) paid to a political party as an affiliation fee;
  - (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
  - (c) used for any expenditure that does not advance or protect the socio-economic interests of employees.
- 4.6 Despite the provisions of any law or contract, an employer may deduct the agreed agency fee from the wages of an employee, without the employee's authorisation.
- 4.7 Despite clause 4.4, a conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.
- 4.8 The provisions of Sections 98 and 100 (b) and (c) of the Labour Relations Act [as amended] shall apply, read with the changes required by the context relating to the separate account referred to in clause 4.4.
- 4.9 Any person may inspect the auditors' report in so far as it relates to an account referred to in clause 4.4, in the office of the Registrar of Labour Relations.
- 4.10 The Registrar of Labour Relations must provide a certified copy of, or extract from any of the documents referred to in clause 4.9 to any person who has paid the prescribed fees.
- 4.11 In the event that this agency shop agreement is terminated, the provisions of clause 4.4, 4.5 and 4.8 apply until the money in the separate account is spent.

## **5. EMPLOYER AGENCY FEE**

- 5.1 An employer who is not a member of the representative employers' organisation, but is eligible for membership, shall pay an employer agency fee.

- 5.2 For the purposes of this clause “representative employers’ organisation”, means a registered employers’ organisation or two or more registered employers’ organisations acting jointly represent majority of the employers or whose members employ the majority of the employees employed by the members of an employers’ organisation within the scope of application of this collective agreement.
- 5.3 Non-members of the representative employers’ organisations are not compelled to become a member of the employers’ organisations by virtue of implementation of this collective agreement.
- 5.4 In terms of this agreement, the employer agency fee payable shall not exceed the amount payable by ordinary members of the employers’ organisations as set out in relevant Annexure of Part 2 of this Agreement.
- 5.5 The employer agency fee shall be paid to the Council in line with a respective employers’ organisation mentioned in Part 2 of this Agreement based in such an employers’ organisation’s constitution which amount shall be calculated as the respective employers’ organisation’s constitution as approved by the Registrar outlined in Part 2 of this Agreement:
- 5.6 No employer agency fee shall be: -
- (a) paid to any political party as an affiliation fee; or
  - (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
  - (c) used for any expenditure that does not advance or protect the socio-economic interests of employers.
- 5.7 Despite the provisions of any law or contract, an employer falling within the Scope of this Collective Agreement must pay the employer agency fee as identified in this Clause and the relevant Annexure in Part 2 of this Agreement.
- 5.8 Notwithstanding the provisions of clause 5.5, a conscientious objector may request the Council to transmit the employer agency fee collected in terms of this collective agreement into a fund administered by the Department of Employment and Labour.

- 5.9 The Council shall deposit all monies received in terms of clause 5.5 into a separate account administered by the Council.
- 5.10 The Council shall pay any employer agency fee monies received in terms of Clause 5.5 over to the representative employers' organisation into a separate account administered by the employers' organisation.
- 5.11 The provisions of Sections 98 and 100 (b) and (c) of the Act, shall apply read with the changes required by the context relating to the separate account referred to in Clause 5.9.
- 5.12 Any person may inspect the Auditor's report insofar as it relates to the account referred to in Clause 5.10 at the Registrar's office.
- 5.13 The Registrar must either provide a certified copy of, or an extract from, any of the documents referred to in Clause 5.12 to any person who has paid the prescribed fee.
- 5.14 In the event that this Collective Agreement terminates, the provisions of Clauses 5.5 and 5.6 and 5.11 shall apply until the money in the separate account has been spent.

## **6. UNPAID EMPLOYER AGENCY FEES / TRADE UNION AGENCY FEES**

- 6.1 Should any amounts due to the Council in terms of this agreement not be received by the Council by the 15<sup>th</sup> day of the month following the month in respect of which the amounts are payable, and in the event of the Council incurring any cost or becoming obliged to pay any collection costs and commission by reason of the failure of the employer to make any payment on or before the applicable due date, the employer shall then also be liable to forthwith pay all such collection costs and commission to the Council and the Council shall be entitled, in its absolute discretion, to allocate any payment received from such an employer, firstly to such costs, collection commission and thereafter to the reduction of the unpaid fees.
- 6.2 Disputes about the interpretation, application or enforcement of this agreement shall be resolved in accordance with the Dispute Resolution Procedure prescribed in the National Textile Bargaining Council's Main Collective Agreement.

## 7. ENFORCEMENT OF COLLECTIVE AGREEMENT

- 7.1 Despite any other provisions of this Agreement, the Council may appoint one or more persons and may request the Minister of Employment and Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote, monitor and enforce compliance with this Agreement.
- 7.2. In the event of non-compliance with this Agreement, a designated agent may secure compliance by: -
- (a) publicising the contents of this Agreement.
  - (b) investigate complaints.
  - (c) conduct inspections.
  - (d) issue a compliance order; or
  - (e) adopt any other means the Council may have approved of; and
  - (f) perform any other function which is conferred on or imposed on the agent by the Council.
- 7.3 In the event that non-compliance prevails after the issuance of a compliance order in terms of sub-clause 2 (d) above, the agent must:
- (a) submit a report to the Secretary of the Council, specifying that compliance had not been achieved.
- 7.4 Upon receipt of such report, the Secretary of the Council shall –
- (a) Appoint an arbitrator from the list of arbitrators supplied by the CCMA to arbitrate the matter; or
  - (b) take such steps as deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.
  - (c) An arbitrator appointed in terms of this Clause shall have all the powers assigned to an arbitrator as contemplated by the Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.
- 7.5 The Secretary shall make application to certify the arbitration award or settlement agreement, whichever applies, as order of the Labour Court.

- 7.6 A designated agent appointed under Section 33 (1) of the Act, shall in addition to the powers referred to in that Section, have the powers as assigned to designated agents as set out in Schedule 10 of the Act, read with the changes required by the context.

## 8. EXEMPTIONS

- 8.1 Any person bound by this Agreement may apply for exemption.
- 8.2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 8.3 The *Bargaining Council* must determine its exemptions policy and process all exemption applications in terms of this policy.
- 8.4 All applications for exemption must be made in writing on the appropriate application form, obtained from the Secretary of the Bargaining Council or the NTBC website, setting out relevant information, including –
- 8.4.1 the provisions of the agreement in respect of which exemption is sought;
  - 8.4.2 the number of persons in respect of whom the exemption is sought;
  - 8.4.3 the reasons why the exemption is sought;
  - 8.4.4 the nature and size of the business in respect of which the exemption is sought;
  - 8.4.5 the duration and timeframe for which the exemption is sought;
  - 8.4.6 the business strategy and plan of the applicant seeking the exemption;
  - 8.4.7 the applicants past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate.
  - 8.4.8 The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
  - 8.4.9 Any other relevant supporting data and financial information the Council may prescribe from time to time.
- 8.5 An exemption application in respect of a term or provision of a Collective Agreement –
- 8.5.1 concluded in the council that applies throughout the Textile Industry must be considered by an exemptions committee appointed by the Council;
  - 8.5.2 concluded in a subsector chamber must be considered by an exemptions committee whose members are appointed from the employers' organization(s) and trade union(s) who participate in the subsector chamber or section.
- 8.6 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- 8.7 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions committee which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 8.8 An exemption committee appointed by the Council may request additional information from an applicant applying for exemption.

- 8.9 In scrutinizing the application, the Exemption Committee or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers in the relevant subsector or section, any other representations received in relation to the application, and the factors and criteria as listed in clause 8.15 below.
- 8.10 The secretary must advise the applicant in writing of the decision of the exemptions committee within 15 days from the date of the decision, failing which the Bargaining Council shall be deemed to have refused the application for exemption.
- 8.11 In the event of the exemptions committee granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision to the appeal in writing on the appropriate appeal application form against the decision to the Independent Exemptions Body, established by the bargaining Council or Executive Committee within 21 days from the date of being informed of the outcome.
- 8.12 In the terms of section 32(3)(e) of the Labour Relations Act [as amended], the Bargaining Council must establish an independent Exemption Body to hear and decide as soon as possible any appeal brought against the exemption committee's refusal of a non-party's application for exemption for the provision of a collective agreement by the exemption committee or withdrawal of an exemption by the Bargaining Council.
- 8.13 The Independent Exemption Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemption committee.
- 8.14 No representative, office-bearer, or official of a trade union or employer's organizations party to the Bargaining Council, maybe a member of, or participate in the deliberations of, the Independent Exemptions Body established by the Bargaining Council.
- 8.15 When considering an application, the Exemptions Committee or the Independent Exemptions Body whichever the case may be must consider, in addition to Clause 8.9, the following:
- 8.15.1 Whether the granting of the exemption or appeal will prejudice the objectives of the Bargaining Council or contravene the provisions of any labour legislation or collective Agreements;
  - 8.15.2 The circumstances prevailing in the Textile Industry as a whole or the subsectors/ sections likely to be affected by the application and/or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
  - 8.15.3 the nature and size of the business in respect of which the application is made;
  - 8.15.4 whether the duration of the exemption or appeal is for a limited or specified period;
  - 8.15.5 any representations made by the employees likely to be affected by the application and interest of employees as regards exploitation, job

- preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
- 8.15.6 whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
- 8.15.7 whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant; financial instability, impact on productivity, future relationship with the employees trade union and operational requirements;
- 8.15.8 whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
- 8.15.9 whether the granting of the exemption or appeal will impact negatively on parity agreements; and
- 8.15.10 whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with Collective Agreements; and
- 8.15.11 Whether the employees or their representatives have been consulted and their views recorded, and/or any agreement reached between the applicant and the workforce.
- 8.15.12 Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the Applicant.
- 8.16 In the event of the Independent Exemptions Body granting, partially granting or refusing to grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.
- 8.17 The decision of the Independent Exemptions Committee is final and binding upon the applicant and the Bargaining Council.
- 8.18 If an exemption or appeal is granted or partially granted, the Exemption Committee or the Independent Exemptions Body, shall issue a certificate, signed by Secretary, containing the following particulars:
- 8.18.1 The full name of the applicant(s) or enterprise concern;
- 8.18.2 The trade name;
- 8.18.3 The provisions of the Agreement from which exemption or appeal has been granted;
- 8.18.4 The period of which the exemption or appeal shall operate;
- 8.18.5 The date of issue and from which day the exemption or appeal shall operate;
- 8.18.6 The condition(s) of the exemption or appeal granted; and
- 8.18.7 The area in which the exemption or appeal applies.
- 8.19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection of the workplace.
- 8.20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

**PART 2**  
**ANNEXURE A**  
**BLANKET SUB-SECTOR**

**1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

As per the provisions of Clause 2 of Part 1 of this agreement.

**3. DEFINITIONS**

As per the provisions of Clause 3 of Part 1 of this agreement.

**4. AGENCY SHOP AGREEMENT**

4.1 As per the provisions of clause 4 of Part 1 of this agreement.

4.2 All employers shall deduct the trade union agency shop fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees falling within the bargaining unit in line with the Council's main collective agreement, an amount equivalent of the trade union fees of the relevant trade union SACTWU.

4.3 The trade union agency shop fee amount shall be 1% of Basic Weekly Wage with a minimum and a maximum per week determined annually by the trade union National Executive Committee.

**5. EMPLOYER AGENCY SHOP**

5.1 As per the provisions of clause 5 of Part 1 of this agreement.

5.2 A employer agency fee shall apply to all employers in this subsector who, although being eligible to be members of the relevant employers' organisation namely South African Blanket Manufacturers Employer's Organization, are not members of the relevant employers' organisation.

5.3 Employers in this subsector who are not members of the relevant employers' organisation must be informed of the employer agency shop and the amount that will be payable via the bargaining council.

- 5.4 The employers affected in this subsector shall pay an employer agency shop fee of forty (R0.40) cents per week per employee, employed in this subsector, in line with the provisions of the Council's main collective agreement.
- 5.5 The employer agency fee shall be paid annually in advance in January each year to the Bargaining Council.
- 5.6 The employer agency shop fee paid by employers falling within this subsector, shall be payable to the Bargaining Council and shall thereafter be paid over to the relevant Employers' Organisation namely, South African Blanket Manufacturers Employer's Organisation, within 30 days of receipt of the amounts by the Bargaining Council.
- 6. UNPAID BARGAINING LEVY / AGENCY FEES**  
As per the provisions of Clause 6 of Part 1 of this agreement.
- 7. ENFORCEMENT OF COLLECTIVE AGREEMENT**  
As per the provisions of Clause 7 of Part 1 of this agreement.
- 8. EXEMPTIONS**  
As per the provisions of Clause 8 of Part 1 of this agreement.

**PART 2**  
**ANNEXURE B**  
**CARPETS SUB-SECTOR**

- 1. SCOPE OF APPLICATION**  
As per the provisions of Clause 1 of Part 1 of this agreement.
- 2. PERIOD OF OPERATION**  
As per the provisions of Clause 2 of Part 1 of this agreement.
- 3. DEFINITIONS**  
As per the provisions of Clause 3 of Part 1 of this agreement.
- 4. TRADE UNION AGENCY SHOP**  
4.1 As per the provisions of clause 4 of Part 1 of this agreement.

4.2 All employers shall deduct the trade union agency shop fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees falling within the bargaining unit in line with the Council's main collective agreement, an amount equivalent to the trade union fees of the relevant trade union SACTWU.

4.3 The trade union agency shop fee amount shall be 1% of Basic Weekly Wage with a minimum and a maximum per week determined annually by the trade union National Executive Committee.

## **5. EMPLOYER AGENCY SHOP**

5.1 As per the provisions of clause 5 of Part 1 of this agreement.

5.2 A employer agency shop is applicable in this sub-sector.

5.3 The applicable employer agency fee shall be equivalent to the membership fee of the relevant Employers' Association namely South African Carpet Manufacturing Employers Association amounting to R1,00 per week per employee, in this subsector, in line with the Council's main collective agreement bargaining unit.

5.4 Accordingly, every employer in this subsector, in line with the Council's main collective agreement, who is not a member of the relevant Employers' Association being the South African Carpet Manufacturing Employers Association, shall be bound by the agency shop.

5.5 Employers in this subsector, in line with the Council's main collective agreement, who are not members of the relevant Employers' Association South African Carpet Manufacturing Employers Association must be informed of the employer agency shop fee and the amount that will be payable via the Bargaining Council.

5.6 The Employers in this subsector who are not members of the relevant employers' organization, namely the South African Carpet Manufacturing Employers Association, shall make the employer agency fee payable to the National Textile Bargaining Council with the monthly returns and shall be transferred into South African Carpet Manufacturing Employers Association within 30 days of receipt of the amounts by the Bargaining Council.

## **6. UNPAID EMPLOYER AGENCY FEES / TRADE UNION AGENCY FEES**

As per the provisions of Clause 6 of Part 1 of this agreement.

**7. ENFORCEMENT OF COLLECTIVE AGREEMENT**

As per the provisions of Clause 7 of Part 1 of this agreement.

**8. EXEMPTIONS**

As per the provisions of Clause 8 of Part 1 of this agreement.

**PART 2  
ANNEXURE C  
HOME TEXTILES SECTION**

**1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

As per the provisions of Clause 2 of Part 1 of this agreement.

**3. DEFINITIONS**

As per the provisions of Clause 3 of Part 1 of this agreement.

**4. TRADE UNION AGENCY SHOP**

4.1 As per the provisions of clause 4 of Part 1 of this agreement.

4.2 All employers shall deduct the trade union agency shop fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees falling within the bargaining unit in line with the Council's main collective agreement, an amount equivalent of the trade union fees of the relevant trade union SACTWU.

4.3 The trade union agency shop fee amount shall be 1% of Basic Weekly Wage with a minimum and a maximum per week determined annually by the trade union National Executive Committee.

**5. EMPLOYER AGENCY SHOP**

5.1 As per the provisions of clause 5 of Part 1 of this Agreement.

5.2 An employer agency shop is applicable in the Home Textiles Section.

- 5.3 The applicable employer agency fee shall be equivalent to the membership fee of the relevant employers' organisation in the subsector, namely the South African Home Textile Manufacturers Employers' Organisation, amounting to forty cents (R0,40) per week per employee in this subsector, in line with the Council's main collective agreement bargaining unit.
- 5.4 Accordingly, every employer in this subsector who is not a member of the relevant employers' organisation, namely the South African Home Textile Manufacturers Employers Organisation, shall be bound by the employer agency shop.
- 5.5 Employers in this subsector in line with the Council's main collective agreement, who are not members of the relevant employers' organization, namely the South African Home Textile Manufacturers Employers' Organisation, must be informed of the employer agency fee and the amount that will be payable via the National Textile Bargaining Council.
- 5.6 The Employers in this subsector who are not members of the relevant employers' organization, namely the South African Home Textile Manufacturers Employers' Organisation, shall make the employer agency fee payable to the National Textile Bargaining Council with the monthly returns and shall be transferred into South African Home Textile Manufacturers Employers' Organisation within 30 days of receipt of the amounts by the Bargaining Council..
- 6. UNPAID EMPLOYER AGENCY FEES / TRADE UNION AGENCY FEES**  
As per the provisions of Clause 6 of Part 1 of this agreement.
- 7. ENFORCEMENT OF COLLECTIVE AGREEMENT**  
As per the provisions of Clause 7 of Part 1 of this agreement.
- 8. EXEMPTIONS**  
As per the provisions of Clause 8 of Part 1 of this agreement.

**PART 2**  
**ANNEXURE D**  
**MANUFACTURED FIBRES SUB-SECTOR**

**1. SCOPE OF APPLICATION**

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

## **2. PERIOD OF OPERATION**

As per the provisions of Clause 2 of Part 1 of this agreement.

## **3. DEFINITIONS**

As per the provisions of Clause 3 of Part 1 of this agreement.

## **4. TRADE UNION AGENCY SHOP**

4.1 As per the provisions of clause 4 of Part 1 of this agreement.

4.2 All employers shall deduct the trade union agency shop fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees falling within the bargaining unit in line with the Council's main collective agreement, an amount equivalent of the trade union fees of the relevant trade union SACTWU.

4.3 The trade union agency shop fee amount shall be 1% of Basic Weekly Wage with a minimum and a maximum per week determined annually by the trade union National Executive Committee.

## **5. EMPLOYER AGENCY SHOP**

5.1 As per the provisions of clause 5 of Part 1 of this agreement.

5.2 A bargaining levy (employer agency shop) is applicable in this sub-sector.

5.3 The applicable employer agency fee shall be equivalent to the membership fee of the relevant Employers' Association namely, the National Manufactured Fibres Employers Association, amounting to R2500-00 (two thousand five hundred five rand) per annum.

5.4 Accordingly, every employer in this subsector, in line with the Council's main collective agreement, who is not a member of the relevant employers' association, namely the National Manufactured Fibres Employers Association, shall be bound by the employer agency shop.

5.5 Employers in this subsector in line with the Council's main collective agreement, who are not members of the relevant employers' association, namely the National Manufactured

Fibres Employers Association, must be informed of the agency shop fee and the amount that will be payable via the Bargaining Council.

- 5.6 The employer agency shop fee paid by employers falling within this subsector, shall be payable to the Bargaining Council and shall thereafter be paid over to the relevant Employers' Organisation namely, National Manufactured Fibres Employers Association, within 30 days of receipt of the amounts by the Bargaining Council.

**6. UNPAID EMPLOYER AGENCY FEES / TRADE UNION AGENCY FEES**

As per the provisions of Clause 6 of Part 1 of this agreement.

**7. ENFORCEMENT OF COLLECTIVE AGREEMENT**

As per the provisions of Clause 7 of Part 1 of this agreement.

**8. EXEMPTIONS**

As per the provisions of Clause 8 of Part 1 of this agreement.

**PART 2**

**ANNEXURE E**

**NON WOVEN TEXTILES SUB-SECTOR**

**1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

As per the provisions of Clause 2 of Part 1 of this agreement.

**3. DEFINITIONS**

As per the provisions of Clause 3 of Part 1 of this agreement.

**4. TRADE UNION AGENCY SHOP**

- 4.1 As per the provisions of clause 4 of Part 1 of this agreement.

- 4.2 All employers shall deduct the Trade Union agency shop fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees falling within the

bargaining unit in line with the Council's Main Collective Agreement, an amount equivalent of the trade union fees of the relevant trade union SACTWU.

- 4.3 The trade union agency shop fee amount shall be 1% of Basic Weekly Wage with a minimum and a maximum per week determined annually by the trade union National Executive Committee.

## **5. EMPLOYER AGENCY SHOP**

- 5.1 As per the provisions of clause 5 of Part 1 of this agreement.

- 5.2 An employer agency fee shall apply to all employers in this subsector who, although being eligible to be members of the relevant Employers' Organisation namely, the National Textile Manufacturers Association, are not members of the relevant Employers' Organisation.

- 5.3 Employers in this subsector who are not members of the relevant employers' organisation, namely the National Textile Manufacturers Association, must be informed of the employer agency shop and the amount that will be payable via the Bargaining Council.

- 5.4 The employers affected in this subsector shall pay a employer agency fee of one thousand rand per annum and R5-00 per employee as at 31 December in this subsector, in line with the Council's main collective agreement bargaining unit.

- 5.5 The employer agency fee shall be paid annually in advance in January each year to the Bargaining Council.

- 5.6 The employer agency shop fee paid by employers falling within this subsector shall be payable to the Bargaining Council and shall be paid over to the relevant Employers' Organisation, namely the National Textile Manufacturers Association, within 30 days of receipt by the Council.

## **6. UNPAID EMPLOYER AGENCY FEES / TRADE UNION AGENCY FEES**

As per the provisions of Clause 6 of Part 1 of this agreement.

## **7. ENFORCEMENT OF COLLECTIVE AGREEMENT**

As per the provisions of Clause 7 of Part 1 of this agreement.

**8. EXEMPTIONS**

As per the provisions of Clause 8 of Part 1 of this agreement.

**PART 2****ANNEXURE F****WOOL AND MOHAIR SUB-SECTOR****1. TRADE UNION AGENCY SHOP**

1.1 This clause does not apply to the Wool and Mohair Section.

**2. BARGAINING LEVY (EMPLOYER AGENCY SHOP)**

2.1 This clause does not apply to the Wool and Mohair Section.

**PART 2****ANNEXURE G****WORSTED SUB-SECTOR****1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

As per the provisions of Clause 2 of Part 1 of this agreement.

**3. DEFINITIONS**

As per the provisions of Clause 3 of Part 1 of this agreement.

**4. TRADE UNION AGENCY SHOP**

4.1 As per the provisions of clause 4 of Part 1 of this agreement.

4.2 All employers shall deduct the trade union agency shop fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees falling within the bargaining unit in line with the Council's main collective agreement, an amount equivalent to the trade union fees of the relevant trade union SACTWU.

4.3 The trade union agency shop fee amount shall be 1% of Basic Weekly Wage with a minimum and a maximum per week determined annually by the trade union National Executive Committee.

**5. EMPLOYER AGENCY SHOP**

5.1 The employer agency shop fee is not applicable to the Worsted section.

**6. UNPAID EMPLOYER AGENCY FEES / TRADE UNION AGENCY FEES**

As per the provisions of Clause 6 of Part 1 of this agreement.

**7. ENFORCEMENT OF COLLECTIVE AGREEMENT**

As per the provisions of Clause 7 of Part 1 of this agreement.

**8. EXEMPTIONS**

As per the provisions of Clause 8 of Part 1 of this agreement.

**PART 2**

**ANNEXURE H**

**WOVEN COTTON SUB-SECTOR**

**1. SCOPE OF APPLICATION**

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

**2. PERIOD OF OPERATION**

As per the provisions of Clause 2 of Part 1 of this agreement.

**3. DEFINITIONS**

As per the provisions of Clause 3 of Part 1 of this agreement.

**4. TRADE UNION AGENCY SHOP**

4.1 As per the provisions of clause 4 of Part 1 of this agreement.

4.2 All employers shall deduct the trade union agency shop fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees falling within the bargaining unit in line with the Council's main collective agreement, an amount equivalent to the trade union fees of the relevant trade union SACTWU.

- 4.3 The trade union agency shop fee amount shall be 1% of Basic Weekly Wage with a minimum and a maximum per week determined annually by the trade union National Executive Committee.

**5. EMPLOYER AGENCY SHOP**

- 5.1 As per the provisions of clause 5 of Part 1 of this agreement.
- 5.2 An employer agency fee is applicable in the Woven Cotton Textile Products sector.
- 5.3 The applicable employer agency fee shall be equivalent to the membership fee of the relevant employer's organisation namely, the South African Cotton Textile Processing Employers' Association amounting to sixty cents (R0,60) per week per employee in this subsector in line with the Council's main collective agreement bargaining unit.
- 5.4 Accordingly, every employer in this subsector, in line with the Council's main collective agreement, who is not a member of the relevant employer's organisation, namely the South African Cotton Textile Processing Employers' Association, shall be bound by the agency shop (for employers).
- 5.5 Employers in this subsector in line with the Council's main collective agreement, who are not members of the relevant Employers' Association, namely the South African Cotton Textile Processing Employers' Association, must be informed of the bargaining levy (employer agency shop fee) and the amount that will be payable via the Bargaining Council. The agency fee will be paid to the National Textile Bargaining Council with the monthly returns.
- 5.6 The Employers in this subsector who are not members of the relevant employers' organization, namely the South African Cotton Textile Processing Employers' Association, shall make the employer agency fee payable to the National Textile Bargaining Council with the monthly returns and shall be transferred into South African Cotton Textile Processing Employers' Association within 30 days of receipt of the amounts by the Bargaining Council.

**6. UNPAID EMPLOYER AGENCY FEES / TRADE UNION AGENCY FEES**

As per the provisions of Clause 6 of Part 1 of this agreement.

**7. ENFORCEMENT OF COLLECTIVE AGREEMENT**

As per the provisions of Clause 7 of Part 1 of this agreement.

## 8. EXEMPTIONS

As per the provisions of Clause 8 of Part 1 of this agreement.

## PART 2

### ANNEXURE I

#### WOVEN, CROCHET & KNITTED NARROW FABRIC SUB-SECTOR

##### 1. SCOPE OF APPLICATION

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

##### 2. PERIOD OF OPERATION

As per the provisions of Clause 2 of Part 1 of this agreement.

##### 3. DEFINITIONS

As per the provisions of Clause 3 of Part 1 of this agreement.

##### 4. TRADE UNION AGENCY SHOP

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

4.2 All employers shall deduct the Trade Union agency shop fee from the wages of all employees, inclusive of permanent, fixed term and temporary employees falling within the bargaining unit in line with the Council Main Collective Agreement, an amount equivalent of the trade union fees of the relevant trade union SACTWU.

4.3 The trade union agency shop fee amount shall be 1% of Basic Weekly Wage with a minimum and a maximum per week determined annually by the trade union National Executive Committee.

##### 5. EMPLOYER AGENCY SHOP

5.1 As per the provisions of clause 5 of Part 1 of this agreement.

5.2 An employer agency shop is applicable in this sub-sector.

- 5.3 The applicable employer agency fee shall be equivalent to the membership fee of the relevant Employers' Association, namely the Narrow Fabric Manufacturers Association amounting to R12-00 per month per employee.
- 5.4 Accordingly, every employer in this sub sector, who is not a member of the relevant Employers' Association, namely the Narrow Fabric Manufacturers Association, shall be bound by the employer agency shop.
- 5.5 Employers in this subsector, in line with the Council's main collective agreement, who are not members of the relevant Employers' Association, namely the Narrow Fabric Manufacturers Association, must be informed of the agency shop fee and the amount that will be payable via the Bargaining Council.
- 5.6 The Employers in this subsector who are not members of the relevant employers' organization, namely the Narrow Fabric Manufacturers Association, shall make the employer agency fee payable to the National Textile Bargaining Council with the monthly returns and shall be transferred into Narrow Fabric Manufacturers Association within 30 days of receipt of the amounts by the Bargaining Council.
- 6. UNPAID BARGAINING LEVY / AGENCY FEES**  
As per the provisions of Clause 6 of Part 1 of this agreement.
- 7. ENFORCEMENT OF COLLECTIVE AGREEMENT**  
As per the provisions of Clause 7 of Part 1 of this agreement.
- 8. EXEMPTIONS**  
As per the provisions of Clause 8 of Part 1 of this agreement.

**SIGNED IN DURBAN ON THIS 13TH DAY OF NOVEMBER 2020, FOR AND ON BEHALF OF THE FOLLOWING EMPLOYERS' ORGANISATIONS:**

1. South African Blankets Manufacturers Employers' Organisation (SABMEO)
2. South African Carpet Manufacturing Employers' Association (SACMEA)
3. South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)
4. National Manufactured Fibres Employers' Association (NMFEA)
5. South African Wool and Mohair Processors' Employers' Organisation (SAWAMPEO)
6. National Association of Worsted Textile Manufacturers (NAWTM)
7. South African Cotton Textile Processing Employers' Association (SACTPEA)
8. Narrow Fabric Manufacturers' Association (NFMA)
9. National Textile Manufacturers' Association (NTMA)
10. Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOA)

**AND**

**SIGNED IN DURBAN ON THIS 12<sup>th</sup> DAY OF JANUARY 2021, FOR AND ON BEHALF OF THE FOLLOWING TRADE UNION/S:**

Southern African Clothing & Textile Workers' Union (SACTWU)

**As duly designated and authorised, signed by:**

1. **Signatory Name: Mr Johannes Brouwer**

**Signatory Designation: Chairperson (National Textile Bargaining Council)**

**Signatory signature:** \_\_\_\_\_



2. **Witness Name: Mr Ganasan Poonsamy Pillay**

**Witness Designation: Secretary (National Textile Bargaining Council)**

**Witness signature:** \_\_\_\_\_

