
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 29

22 JANUARY 2021

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY
(GAUTENG): EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE
AMENDING 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 **Bargaining Council for the Canvas Goods Industry (Gauteng)**, 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 as the Agreement is amended, amplified or replaced by a new Collective Agreement.

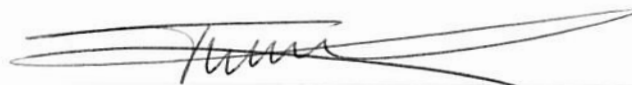


**MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR**

DATE: 21 | 12 | 2020

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY
(GAUTENG): UKWELULELWA KWESIVUMELWANO PHAKATHI
KWABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO
ABANGEYONA INGXYENYE YESIVUMELWANO**

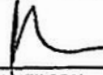
Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi**Bargaining Council for the Canvas Goods Industry (Gauteng)**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emuva kokuShicilelwa kwalesiSaziso esiyohlala sisebenza kuze kube isikhathi lapho isivumelwano siguqulwa, sikhuliswa noma sifakelelwa ngesinye isivumelwano esisha.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 21/12/2020

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BRANDON NEILSON
 COMMISSIONER OF OATHS
 SAIT General Tax Practitioner (SA)
 Membership No. 19362875
 6 Gail Road, The Hill, 2197

Date: 30/11/2020

SCHEDULE

BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY (GAUTENG)

MAIN COLLECTIVE AMENDING AGREEMENT FOR THE CANVAS GOODS INDUSTRY

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

Canvas Employers' Organisation

(hereinafter referred to as the "employer" or the "employer's organisation"), of the one part

And

Southern African Clothing and Textile Workers Union (SACTWU)

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Bargaining Council for the Canvas Goods Industry (Gauteng) as amended in Government Notice No. 325 of 20 March 2020.

1. SCOPE OF AGREEMENT


- 1.1 The terms of this Agreement shall be observed by employers and employees in the Canvas Goods Industry as defined hereunder, in the Province of Gauteng:

"Canvas Goods Industry" or "industry" means without in any way limiting the ordinary interpretation of the term, industry relating to the making up of goods or articles from any or some of the following materials:

- (i) Canvas made from cotton, flax, jute, hemp or similar decorated vegetable and/or acrylic fibres or mixtures thereof;
- (ii) Rope made from manila, sisal, cotton, coir or similar decorated vegetable and/or acrylic fibres or mixtures thereof;



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and include the manufacture of articles from hessian, bunting, cullico, webbing and other similar materials whether unproofed, proofed or otherwise treated providing that the production thereof is incidental to the activities described in (i) and (ii) above, and includes the manufacture of articles from a plastic fabric where such articles form part of and are manufactured by employers engaged in the manufacture of the articles described in (i) and (ii): Provided that the said interests shall not include the undertakings, industries, trades or occupations in respect of which the Transnet Bargaining Council is registered.

- 1.2 Notwithstanding the provisions of sub clause 1.1 above, the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement and employers of such employees.

2. PERIOD OF OPERATION

- 2.1 This Agreement is binding on parties from date of signature of the Agreement.
 2.2 This Agreement shall come into operation on such date fixed by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995 to be the effective date from which the Agreement shall be extended to become binding on non-parties and the Agreement shall remain in force until such time as the Agreement is amended, amplified or replaced by a new Collective Agreement.

3. LEAVE AND PUBLIC HOLIDAYS

5.4. SHOP STEWARDS LEAVE

Substitute the following for the existing sub clause 5.4.1

- 5.4.1 In an establishment employing between ten (10) and fifty (50) employees, one shop steward shall be elected and shall be entitled to a maximum of ten (10) days paid leave per annum per establishment for training purposes. In those establishments employing up to or more than fifty (50) employees one (1) additional shop steward shall be elected, and they shall be entitled to pooled shop stewards and paid leave of ten (10) days for each shop steward

4. REMUNERATION


6.1. Wages and wage rates

Substitute the following for the existing sub clause 6.1.1 to 6.1.2

- 6.1.1 Subject to the provisions of sub clauses 6.1.2 and 6.1.3 of this clause and clause 6.3 of this Agreement, no employer shall pay and no employee shall accept for his particular class of work less than the wage rates as stipulated hereunder:



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Date: 30/1/2021

TABLE OF WEEKLY WAGE RATES

| <u>CATEGORY</u> | <u>1 January 2021 for parties and for non-parties from the coming into operation of the Agreement which could be on the same date of 1 January 2021 or on any day thereafter as Determined by the Minister</u> |
|---|--|
| (a) Blindhanger..... | 2129.99 |
| (b) i) Chopper - out (unqualified) | |
| First six months | 1508.33 |
| Second six months | 1588.26 |
| Third six months | 1649.87 |
| ii) Chopper - our (qualified) | 1736.21 |
| (c) i) Cutter- leamer | |
| First six months | 1818.81 |
| Second six months | 1729.10 |
| Third six months | 1795.13 |
| Fourth six months | 1879.18 |
| Fifth six months | 1987.36 |
| ii) Cutter (qualified) | 2026.66 |
| (d) i) Driver (deliveries) of motor vehicle with unladen mass of: | |
| Up to 450 kg | 1516.84 |
| Over 450 kg to 2750kg | 1532.08 |
| Over 2750kg to 4550 kg..... | 1741.33 |
| Over 4550 kg | 1810.28 |
| ii) Driver (staff) | 1516.80 |
| (e) Foreman | 2650.97 |
| (f) i) General Assistant (unqualified) | |
| First six months | 1516.84 |
| Second six months | 1588.26 |
| Third six months | 1654.64 |
| Fourth six months | 1741.33 |
| Fifth six months | 1823.82 |
| ii) General Assistant (qualified) | 2036.43 |



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| | |
|---|---------|
| (g) Handyman | 1778.07 |
| (h) Mechanic | 2149.44 |
| (i) Machinist (heavy machines) | 2026.66 |
| j) Machinist (unqualified) - other machines | |
| i) First six months | 1521.05 |
| Second six months | 1618.83 |
| ii) Machinist (qualified) - other machines | 1736.35 |
| (k) Night-watchman | 1608.64 |
| (l) Not elsewhere specified | 1520.32 |
| (m) Welding Machine Operator (high frequency machine) | 1557.61 |
| (n) Labourer | 1588.51 |

6.1.2 An employee who at the date of publication of this Agreement is employed at rates of remuneration more favourable to him than those prescribed in this Agreement, for an employee of his class shall continue to receive such remuneration whilst he is in the service of the same employer, and shall receive the applicable tariff increase.

5. CLAUSE 6.4. ANNUAL BONUS

Substitute the following for the existing sub clause 6.4.1 to 6.4.5

- 6.4.1 Bonus calculations will be pro-rated and calculated based on earnings for the calendar year commencing 01 January to 31 December of each year: ("a calendar year")
- 6.4.2 Where wages are set at different rates during a calendar year, the bonus will be calculated on the total sum of the wages earned over the said calendar year. (In other words, the bonus will not be calculated on the wage level as at December, if it has changed to what it was in January of that calendar year, but will be calculated for the entire calendar year, and prorated to the weekly rate to calculate the applicable bonus in each category.)
- 6.4.3 Should an employee receive either an increase or a decrease during a calendar year the bonus calculation is to be pro-rated accordingly for the said calendar year during which the wage was either increased or decreased.
- 6.4.4 In order to qualify for the annual bonus, an employee must be in employment with his employer on the last day of each year prior to the annual shut down,


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and if not, no bonus will be payable as at the date of termination of employment for whatever reason.

6.4.5 The annual bonus, duly pro-rated and calculated in accordance with the provisions of clauses above, shall be as follows:

| | | | |
|---------|--------------------------|---|------------------|
| 6.4.5.1 | 0 – 6 months | - | No bonus |
| 6.4.5.2 | 7 – 12 completed months | - | 2 weeks pro rata |
| 6.4.5.3 | 13 – 24 completed months | - | 3 weeks |
| 6.4.5.4 | 25 months and over | - | 4 weeks |

**6. CLAUSE
 16. COUNCIL FUNDS**

16.1. LEVIES AND RETURNS TO THE COUNCIL

Substitute the following for the existing sub clause 16.1.1 to 16.1.2

- 16.1.1 For the purposes of meeting the expenses of the Council, every employer shall deduct R12.00 per week from the earnings of each of his employees, in respect of whom wages are specified in terms of clause 6 of this collective agreement.
- 16.1.2 To the amount so deducted, the employer shall add a like amount per week per employee and forward the total sum of R24.00 per week per employee to the Secretary of the Council, by electronic fund transfer to the Council account, month by month, not later than the 10th day of each subsequent month, together with an email statement setting out all the relevant details as are specified in sub-clauses 16.1.5 and 16.1.5.1 hereunder.

**7. CLAUSE
 17. SICK FUND**

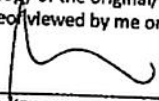
Substitute the following for the existing sub clause 17.1 to 17.2

- 17.1 The Canvas Goods Sick Fund (hereinafter referred to as "the Fund"), established under Government Notice R. 2084 of 29 December 1939, is hereby continued.
- 17.2 For the purpose of meeting the expenses of the Fund, every employer shall make the following contributions in respect of employees actually being paid the remuneration stated below, one half of which shall be deductible from the remuneration of the employees:

| | |
|---|-----------------------|
| Wages per week | contributions payable |
| From R225,00 per week upwards | R10.00 |
| (R5.00 from employer and R5.00 from employee) | |

Such payment shall be made by the employer to the Sick Fund bank account by not later than the last day of the month in respect of which the contributions are due.

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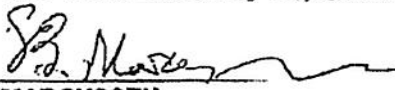
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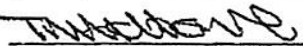
Every employer undertakes to furnish to the secretary of the Council, upon request or upon the employment of any employee or person deemed to be an employee, details of all employees, including their full names, identity number and job designations, as well as their date of commencement of employment. The secretary will capture all these details onto the Sick Fund's database, which shall be maintained and updated upon notification by the employer of any taking on or termination of employment of any such employee or deemed employee.

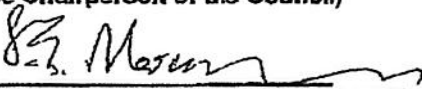
Such contributions shall also be made when an employee is being paid in terms of clauses 6.1.1, 8 and 9 and of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages, as well as during all period of leave, including maternity leave.

The employers' organisation and the trade union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures hereto.

SIGNED AT JOHANNESBURG ON BEHALF OF THE PARTIES TO THE COUNCIL ON THIS THE 24th day of November 2020.


 S E MARCUSSEN
 (Chairperson of the Council)


 T MAKHENE
 (Vice Chairperson of the Council)


 CANVAS EMPLOYERS ORGANISATION
 (S E MARCUSSEN)
 (Chairperson)


 SACTWU
 (Regional Secretary)


 S S COHEN
 (Secretary of the Council)