

**NATIONAL BARGAINING COUNCIL**  
**OF THE**  
**LEATHER INDUSTRY OF SOUTH AFRICA**

**GENERAL GOODS AND HANDBAG SECTOR**  
**COLLECTIVE AGREEMENT**

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## SCHEDULE

### NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

#### GENERAL GOODS AND HANDBAG SECTION COLLECTIVE AGREEMENT

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

- (a) **Association of South African Manufacturers of Luggage, Handbags and General Goods**  
(hereinafter referred to as the "employers" or the "employer organisation") of the one part, and the
- (b) **National Union of Leather and Allied Workers**, and
- (c) **Southern African Clothing and Textile Workers' Union**  
(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the National Bargaining Council of the Leather Industry of South Africa, to amend the Agreement for the General Goods and Handbag Section, published under Government Notices No R.1316 of 6 November 1998, R.288 of 12 March 1999, R.1273 of 29 October 1999, R.46 of 28 January 2000, R.647 of 30 June 2000, R.1173 of 24 November 2000, R.388 of 18 May 2001, R.1223 of 30 November 2001, R.692 of 17 May 2002. Re-enacted and renewed under Government Notice R.1216 of 4 October 2002, R.713 of 6 June 2003, R.1358 of 3 October 2003, R.660 of 28 May 2004, R.206 of 18 March 2005, R.569 of 17 June 2005, R.867 of 9 September 2005, R.547 of 15 June 2006, R.850 of 25 August 2006, R.511 of 22 June 2007, R.1067 of 16 November 2007, R.1039 of 3 October 2008, R.525 of 15 May 2009, R.1150 of 11 December 2009, R.1193 of 17 December 2010, R.524 of 24 June 2011, R.1018 of 7 December 2011, R.885 of 2 November 2012, R.771 of 18 October 2013, R.790 of 17 October 2014, R.1044 of 30 October 2015, R.765 of 24 June 2016, R.1280 of 21 October 2016, R.758 of 29 September 2017, R.1230 of 16 November 2018, R.1413 of 01 November 2019, R.219 of 18 March 2021, R.453 of 28 May 2021 and R.1588 of 10 December 2021

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## **1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the General Goods and Handbag Section of the Leather Industry-
  - (a) in the Republic of South Africa.
  - (b) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions who are engaged or employed in the above section of the Leather Industry, respectively;
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall *apply only to employees for whom wages are prescribed in Annexure C to the Agreement*, and to the employers of such employees.
- (3) Notwithstanding the provisions of Sub-Clause (1) (b), the terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (b), (2)(1), 11 (3) and 13.

## **2. PERIOD OF OPERATION**

- (1) This agreement shall come into operation for the parties on 1 July 2022 and remain in force for the period ending 30 June 2026.
- (2) This agreement shall come into operation for non-parties on such date as the Minister of Labour extends the agreement to non-parties, and shall remain in force for the period ending 30 June 2026.

## **3. DEFINITIONS**

All expressions used in this Agreement which are defined in the Labour Relations Act 1995 shall have the same meaning as in that Act and, unless the contrary intention appears, words importing the masculine gender shall include the female; further, unless inconsistent with the context -

"Act" means the Labour Relations Act 1995.

"adhesive sprayer Grade A1" means an employee engaged in applying adhesive to components by means of a spray gun.

"assembler Grade A2" means an employee engaged in assembling, beading/turning component parts of an article to specification or pattern.

"attaché case outer coverer Grade B1" means an employee engaged in attaching by means of adhesive the outer covers to the attaché case.

"blocker Grade A2" in relation to cricket and hockey balls, means an employee who blocks the flat outer leather covers to correct shape and shine.

"bonder Grade A2" in relation to cricket and hockey balls, means an employee who bonds the leather outer covers to the inner core.

"braces, etc," means braces, suspenders, armlets and garters.

"charge hand Grade B2" means an employee who is responsible for the work executed by employees under his charge, and who takes an active part in the manufacturing process.

"component cutter/checker Grade A1" means an employee engaged in cutting webbing, checking components, fittings, trimmings and attachments correct to work ticket specification prior to assembling.

"core moulder Grade A2" in relation to cricket and hockey balls, means an employee who weighs and mixes various chemicals together and pours the mixture into a mould to form a solid core;

"Council" means the National Bargaining Council of the Leather Industry of South Africa registered in terms of Section 29 of the Act.

"creaser Grade A2" means an employee engaged in marking an indentation parallel to the edge of an article or component for the purpose of decoration or finishing off, using a creasing wheel or similar tool.

"cut or burn trimmer Grade A1" means an employee engaged in the trimming of thread ends, and/or excess material.

"cutter Class 1 Grade A3" means an employee engaged in cutting by hand or machine of split and reconstituted leather, small parts (including full grain leather) and synthetic material.

"cutter Class 2 Grade B2" means an employee engaged in the cutting by hand or machine, component parts from top or full grain leathers, other than small parts.

"despatch clerk Grade A3" means an employee who is responsible for receiving goods into or from a store or warehouse or from departments for despatch or delivery, and who is responsible for the packing and/or assembling of such goods, the checking of packages and the mass-measuring, marking or addressing and administration thereof.

"dipping Grade A1" in relation to cricket and hockey balls, means an employee who immerses leather cups into pigmented finishes.

"District Committee" means a Committee established in accordance with the Constitution of the Council for the administration of agreements in a particular area.

"driver Grade B1 or B2" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition, driving a motor vehicle includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain on duty in readiness to drive; further, for the purposes of this Agreement, a driver shall be classified as follows:

(a) Grade B1 driver means a driver of a vehicle which requires the driver to be in possession of a code 9 licence or lower;

(b) Grade B2 driver means a driver of a vehicle which requires the driver to be in possession of a code 10 licence or higher.

"emboss stamper Grade A2" means an employee engaged in imprinting of letters or designs on components by means of embossing dies by hand or machine.

"exotic cutter Grade B3" means an employee engaged in cutting of any component parts from exotic leather by hand or machine.

"experience" means the total period or periods which the employee has had in the General Goods or Handbag Industry on any operation.

"fitting attacher Grade A2" means an employee engaged in the attaching of locks, stays, tabs, hinges and handles by hand, by means of rivets or screws.

"foreman Grade C1" means an employee appointed by the employer to exercise control over the employees in an establishment or a department of an establishment, and who is responsible for the efficient performance of their duties.

"frame support moulder Grade A2" means an employee engaged in moulding pre-cut p.v.c. strips to the required frame support shape.

"General Goods and Handbag Section" of the Leather Industry means that part of the industry in which employers and employees are associated for the manufacture and/or partial manufacture, and/or finishing of partially manufacture, and/or of components, and/or assembling of components of:-

- (a) travel goods and requisites, including suitcases, trunks, travelling, folding, sling, shopping, knitting and school bags, satchels, rucksacks, attache, brief and vanity cases, and other similar containers.
- (b) harnesses, saddlery, bridles, saddle bags, girths, leggings, stirrup straps and other similar equipment, wallets, purses, tobacco pouches, cases and boxes for jewellery, musical instruments, binoculars, arms, footwear, bottles, cigarettes, cigars and pipes, dog collars and leads, watch straps, rug straps, belts, braces, suspenders, garters, armllets (excluding belts, braces, suspenders, garters, armllets manufactured



- from cloth), and other similar articles designed as substitutes;
- (c) handbags and other bags, and containers designed to hold ladies and gentlemen's personal effects;
- (d) footballs, punchballs, netball balls and boxing gloves;
- (e) hockey and cricket balls; provided that the activities listed under subparagraphs (a) and (b) shall not include-
  - (aa) the manufacture of metal components and/or attachments.
  - (bb) the manufacture of canvas bank bags, canvas kitbags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosive bags;
  - (cc) the manufacture of any article from rubber;
  - (dd) the manufacture of any article or the practice of any trade or occupation covered by the Printing Industry which, without in any way limiting the generally accepted meaning of the term, means the industry or undertaking in which employers and employees are associated for the production of printed matter of any nature whatsoever;
  - (ee) the manufacture of any article from metal or any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is fibre and/or cardboard and/or paper and/or any constituent of paper and/or plastic, but excluding the manufacture wholly or mainly from fibre or plastic sheeting material of trunks, attache cases, bags and all similar containers designed to hold personal effects, musical instruments and sporting kit.

The word "plastic" in the paragraph directly above means any of the group of materials which consists of or contain as an essential ingredient an organic substance of a large molecular mass, and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually though the application singly or together of heat and pressure.

"general worker Grade A1" means an employee employed on any unskilled manual operation such as:

- (1) cleaning premises, furniture or other articles;
- (2) carrying, moving, packing and/or stacking;
- (3) loading or unloading vehicles;
- (4) making of any beverages;
- (5) assisting on delivery vans;
- (6) collection and delivery of mail, messages and/or goods.

"Grade A1 Operation in relation to travelling requisites, saddlery, harnesses, braces, personal goods and handbags", means one or more of the following operations on which an employee is engaged, in or as;

adhesive spraying and/or cleaning and/or component/cutter checker and/or cut or burn trimming and/or general worker and/or gluing and/or marking and/or packing and/or riveter class 1 (excluding travelling requisites) and/or stacker and/or staining and/or stuffing boxing gloves.

"Grade A1 Operation in relation to balls, including cricket and hockey balls", means one or more of the following operations on which an employee is engaged, in or as; cleaning and/or dipping and/or general worker and/or gluing and/or labelling and/or packing and/or squeezing and/or waxing and/or buffing and/or wetting.

"Grade A2 Operation in relation to travelling requisites, saddlery, harnesses, braces, personal goods and handbags", means one or more of the following operations on which an employee is engaged, in or as;

assembling and/or creasing and/or embossing and/or stamping and/or fitting attacher

and/or a frame support moulder and/or hand guillotine operator and/or hand plaiting and/or hand spraying and/or hand stitching and/or high frequency welding and/or lining fitting and/or night watchman and/or pointing or tipping and/or runner and/or sewing machinist Class 1 (applicable to saddlery, harnesses, braces and personal goods only) and/or silk screen printing and/or splitting and/or strap cutting machine operator and/or wooden frame assembler.

"Grade A2 Operation in relation to balls, including cricket and hockey balls", means one or more of the following operations on which an employee is engaged, in or as; assembling and/or blocking and/or bonding and/or core moulding and/or embossing and/or stamping and/or hand spraying and/or hand stitching and/or night watchman and/or splitting and/or spinning and/or trimming.

"Grade A3 employee in relation to travelling requisites, saddlery, harnesses, braces, personal goods and handbags", means one or more of the following operations on which an employee is engaged, in or as;

cutter Class 1 and/or despatch clerk and/or framing of purses or handbags and/or handbag making and/or power guillotine operator and/or riveter Class 2 (applicable to travel requisites only) and/or rotary cutting machine operator and/or sewing machinist Class 2 (applicable to travel requisites and handbags only) and/or skiving and/or storeman and/or wooden component cutter.

"Grade A3 employee in relation to balls, including cricket and hockey balls", means one or more of the following operations on which an employee is engaged, in or as; despatch clerk and/or hand closer and/or skiving and/or storeman.

"Grade B1 employee in relation to travelling requisites, saddlery, harnesses, braces, personal goods and handbags", means one or more of the following operations on which an employee is engaged, in or as;

attaché case outer coverer and/or light delivery vehicle driver and/or puritan machinist and/or saddle maker Class 1 and/or silk screen technician.

"Grade B1 employee in relation to balls, including cricket and hockey balls", means one or more of the following operations on which an employee is engaged, in or as light delivery vehicle driver and/or puritan machinist

"Grade B2 employee in relation to travelling requisites, saddlery, harnesses, braces, personal goods and handbags", means one or more of the following operations on which an employee is engaged, in or as;

cutter class 2 and/or heavy duty vehicle driver and/or saddle maker class 2.

"Grade B2 employee in relation to balls, including cricket and hockey balls", means one or more of the following operations on which an employee is engaged, in or as heavy duty vehicle driver.

"Grade B3 employee in relation to travelling requisites, saddlery, harnesses, braces, personal goods and handbags", means one or more of the following operations on which an employee is engaged, in or as exotic leather cutter

"Grade C1 employee" means one or more of the following operations on which an employee is engaged, in or as foreman

"gluer Grade A1" means an employee engaged in applying adhesive solely to various component parts.

"handbag maker Grade A3" means an employee engaged in the preparation, assembling and completion of the inner and outer component parts of a handbag prior to stitching.

"hand closer Grade A3" in relation to cricket and hockey balls, means an employee who hand stitches two quarters of a ball together for the manufacture of a four-piece ball;

"hand guillotine machine operator Grade A2" means an employee engaged in operating a hand guillotine, and for the purpose of this definition, hand guillotine means a machine with a cutting blade capable of being drawn down by hand action for shearing or cutting leather, paper, fibre boards, or any similar material.

"hand plaiting Grade A2" means an employee engaged in intertwining pre-cut strips to a pattern.

"hand sprayer Grade A2" means an employee engaged in applying paint, varnish, lacquer, stains, dyes or similar materials to leather or synthetic components by means of a spray gun.

"hand stitcher Grade A2" means an employee engaged in stitching component parts together by hand to form a seam using needles and/or a bradawl.

"harness, etc.," means harness, bridles, leggings, saddle bags, stirrup straps, girths, linesmen's safety belts and military equipment other than clothing;

heavy duty vehicle driver Grade B2" (see definition of driver.)

"high frequency welder Grade A2" means an employee engaged in welding or fusing of PVC or plastic materials by means of a high frequency welding machine fitted with electrodes for this purpose.

"hourly wage" means the basic weekly wage divided by the number of ordinary hours in the week.

"industry" or "leather industry" means the industry in which employers and employees are associated for one or more of the following purposes:

- (1) The manufacture and/or partial manufacture, and/or finishing of partially manufacture and/or components and/or assembling of components of:
  - (a) footwear, excluding bespoke made footwear;
  - (b) travel goods and requisites, including suitcases, trunks, travelling, folding, sling, shopping, knitting and school bags, satchels, rucksacks, attache, brief and vanity cases, and other similar containers;
  - (c) harnesses, saddlery, bridles, saddle bags, girths, leggings, stirrup straps and other similar equipment, wallets, purses, tobacco pouches, cases and boxes for jewellery, musical instruments, binoculars, arms, footwear, bottles, cigarettes, cigars and pipes, dog collars and leads, watch straps, rug straps, belts, braces, suspenders, garters, armllets (excluding belts, braces, suspenders, garters, armllets manufactured from cloth) and other similar articles designed as substitutes;
  - (d) handbags and other bags, and containers designed to hold ladies' and gentlemen's personal effects;
  - (e) footballs, punchballs, netball balls and boxing gloves;
  - (f) hockey and cricket balls.
2.
  - (a) For the tanning, dressing and fellmongering of hides and skins;
  - (b)
    - (i) preparation of cured or uncured hides and/or skins for tanning: for this purpose "preparation of hides and/or skins for tanning" without detracting from its ordinary or technical meaning, includes the following: washing, soaking, fleshing, deburring, liming, unhairing, dewooling, the removal of scales, deliming, bating and pickling; and
    - (ii) tanning of the cured or uncured hides and/or skins; and or
    - (iii) retanning and/or dyeing and/or drying and/or softening and/or buffing and/or dressing and/or finishing and/or laminating of leather and/or the combing and/or shearing and/or ironing of hides and/or skins with the wool or hair on; and
  - (c) cutting of upholstery panels from leather: provided that, for the purposes of sub-paragraphs (i) to (iii) "Hides and Skins" includes the following:

Pelts with or without the fur on; sheepskins with or without the wool on; game and goat skins with or without the hair on; all types of reptile skins, and bird skins with or without the feathers attached: Provided that the activities listed under sub-paragraph (1) (b) and (c) shall not include:-

    - (aa) the manufacture of metal components and/or

- attachments;
- (bb) the manufacture of canvas bank bags, canvas kitbags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosive bags;
- (cc) the manufacture of any article from rubber;
- (dd) the manufacture of any article or the practice of any trade or occupation covered by the Printing Industry which, without in any way limiting the generally accepted meaning of the term, means the industry or undertaking in which employers and employees are associated for the production of printed matter of any nature whatsoever;
- (ee) the manufacture of any article from metal or any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is fibre and/or cardboard and/or paper and/or any constituent of paper and/or plastic, but excluding the manufacture wholly or mainly from fibre or plastic sheeting material of trunks, attaché cases, bags and all similar containers designed to hold personal effects, musical instruments and sporting kit.

The word "plastic" in the paragraph directly above means any of the group of materials which consist of or contain as an essential ingredient an organic substance of a large molecular mass, and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendared, extruded or moulded into various shapes by flow, usually through the application singly or together of heat and pressure.

"labelling Grade A1" means an employee engaged in the attaching of labels to finished articles.

"learner" means an employee engaged in learning one or more operations in the sections.

"leather industry" - see "industry"

"light delivery vehicle driver Grade B1" - see "A driver"

"lining fitter Grade A2" means an employee engaged in fitting pre-made linings to the interior of cases with adhesive, and other interior fittings.

"marker Grade A1" means an employee engaged in marking the position on components for machinists to stitch, and/or for fittings or trimmings to be attached.

"packer Grade A1" means an employee engaged in packing finished articles into boxes or other suitable wrapping for despatch.

"personal goods" means belts, boxing gloves, straps, pouches, wallets, purses, watch and wrist straps, dog collars and leads, rug straps, drawstring tog bags, school bags, open-top shopping bags, closed-top shopping bags of which the maximum dimensions are 457 mm in length and/or 254 mm in height and/or 254 mm in width, knitting bags, stationery cases and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned. For the purpose of this department and the travelling requisites department, an open-top shopping bag shall be a bag on which no provision is made for sealing by fasteners and/or studs and/or zip fasteners.

"plastics" means any one of the group of materials which consists of or contains as an essential ingredient, an organic substance of a large molecular mass and, which while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendared, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure.

"pointing or tipping Grade A2" means an employee engaged in shaping the point or tip of belts or straps.

"power guillotine operator Grade A3" means an employee engaged in operating a power guillotine machine, and for the purpose of this definition, a power guillotine means a machine with an angled drop knife fixed at both ends, and moving in an up or down direction for the purpose of cutting paper fibreboard or any other material.

"puritan machinist Grade B1" means an employee engaged in heavy stitching by means of a puritan type machine.

"qualified employee" means an employee who by experience is entitled to the wage prescribed for the operation he is employed on.

"riveter class 1 Grade A1" in relation to personal goods, saddlery, harnesses, braces and handbags, means an employee engaged in joining components together, and/or attaching various fittings to articles by means of rivets by hand or machine, as defined in definitions personal goods, saddlery, harnesses, braces and handbags.

"riveter class 2 Grade A3" in relation to travelling requisites, means an employee engaged in attaching fittings and/or attachments by means of rivets to articles defined in definition travelling requisites, by means of hand or machine.

"rotary cutting machine operator Grade A3" means an employee engaged in operating a rotary cutting machine, and for the purpose of this definition, a rotary cutting machine means a machine used for cutting or slitting boards by means of a passing through process which is capable of making one or more cuts in one operation.

"runner Grade A2" means an employee engaged in feeding and collecting work and/or providing sundry material requirements to operators.

"saddle maker class 1 Grade B1" means an employee engaged in the assembly and completion of felt seat, universal, soft seat exercise, McLelland, western, soft seat economy, blocked seat and any other economy type saddles.

"saddle maker class 2 Grade B2" means an employee engaged in the assembly and completion of saddles constructed on a conventional unstrained English style tree, mainly from leather, where the non-detachable panels and parts are attached to the tree by tacks or staples, such as Stock, Buck jumper, racing, polo, English style jumping, American style Lane Fox and/or any special saddles.

"saddlery" refers to the manufacture of all types of saddles.

"Secretary of the Council" means the General Secretary of the Council, and includes any other person appointed by the Council to act in his capacity.

"sewing machinist class 1 Grade A2" in relation to personal goods, saddlery, harnesses and braces, means an employee engaged in all sewing operations that involve the assembly of such articles by means of sewing together, as well as all other sewing machine operations, including harness stitching and computerised controlled sewing operations, excluding puritan stitching, as defined in definitions of personal goods, saddlery, harness and braces.

"sewing machinist class 2 Grade A3" in relation to travelling requisites and handbags, means an employee engaged in all sewing operations that involve the assembly of such articles by means of sewing together, as well as all other sewing machine operations, except puritan stitching.

"short-time" means a temporary reduction in the number of ordinary hours of work owing to shortage of work and/or raw materials, or general breakdown of plant or machinery, or threatened breakdown of buildings, or any other unforeseen circumstances.

"silk screen printer Grade A2" means an employee engaged in screen setting up, registration and imprinting a design or logo on to a component using a squeegee to penetrate the printing ink through the screen.

"silk screen stacker Grade A1" means an employee engaged in placing the screen printed components on drying racks, cleaning/coating of screens and other work related thereto.

"silk screen technician Grade B1" means an employee engaged in all activities in the preparation and execution of screen printing jobs, including artwork preparation, screen exposure, colour matching and checking.

"skiver Grade A3" means an employee engaged in reducing the thickness of the edge of the cut leather component by hand or machine to a pre-determined width.

"spinner Grade A2" in relation to cricket and hockey balls, means an employee engaged in the production of synthetic balls.

"splitter Grade A2" means an employee engaged in reducing the cut leather component to a specific thickness/substance by machine.

"squeezing Grade A1" in relation to cricket and hockey balls, means an employee engaged in flattening the seam of the ball after bonding by means of squeezing.

"stainer Grade A1" means an employee engaged in applying stain to raw edges.

"Storeman and/or Warehouseman Grade A3" means an employee who is in general charge of stores, and who is responsible for receiving goods into stores, and for the storing and handling thereof, the delivery thereof out of stores to departments or for transit and/or for packing within the store or warehouse, and the unpacking thereof.

"strap cutter Grade A2" means an employee engaged in cutting straps, belts or material into strips by means of a machine fitted with circular cutting blades, making one or more cuts per operation.

"stuffing boxing gloves Grade A1" means the filling of the gloves with padding.

"travelling requisites" means suitcases and attaché cases, trunks of all descriptions, travelling bags, briefcases, folio cases, gladstone bags, and all other containers designed to hold wearing apparel, personal effects, sporting kit, musical instruments and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned; but shall not include knitting bags, open-top shopping bags and closed-top shopping bags of which the maximum dimensions are 457 mm in length and/or 254 mm in height and/or 254 mm in width or less, and draw-string tog bags. For the purpose of this definition, a closed-top shopping bag shall be a bag which may be sealed by fasteners and/or press studs and/or zip fasteners, but shall not include ladies' and children's' handbags.

"trimmer Grade A2" in relation to cricket and hockey balls, means an employee engaged in the trimming off of excess material from the moulded or blocked cups to form a half outer cover.

"wax and buff Grade A1" in relation to cricket and hockey balls, means an employee engaged in applying wax to the finished ball, and buffing same to obtain shine.

"wage" means the basic wage payable prescribed in terms of Clause 4 (1) in respect of the ordinary hours of work prescribed in Clause 5 (1): Provided that, if an employer regularly pays an amount higher than the basic wage in respect of such ordinary hours, it shall mean the higher amount.

"wooden component cutter Grade A3" means an employee engaged in preparing and cutting timber/plywood components for attaché cases.

"wooden frame assembler Grade A2" means an employee engaged in the assembling of the cut timber/plywood components of attaché cases and sandpapering of same.

#### **4. WAGES, RATES AND REMUNERATION**

(1) Minimum Wages

Every employer shall pay each employee at not less than the minimum rate prescribed in Column A of Clause 1 of Annexure C for the operation performed by the employee, provided that the minimum prescribed rate shall not be below any legislated National Minimum Wage at any given time.

(2) Attendance Bonus

- (i) Subject to subclause (2)(ii), an employee who does not absent himself/herself for more than fifteen (15) minutes in any working week (other than absence authorized by his/her employer, or on account of illness, supported by a certificate signed by a registered Health

Practitioner), shall also be paid an attendance bonus, and shall receive an amount of not less than the rate prescribed in column B of Annexure C for the operation performed by the employee.

- (ii) If an employee is absent with a sick certificate, that employee will be entitled to the attendance bonus. If the employee is again absent within a four (4) month cycle, there will be no entitlement to the attendance bonus.
- (iii) Subclause (ii) above does not apply to employees attending clinic or hospitals for chronic medication, or family responsibility leave as per the main agreement.
- (iv) An employee who is aggrieved at not being paid the attendance bonus, or feels that his/her employer has unreasonably refused to accept evidence of an event beyond the control of the employee who has caused the lateness, may submit a written appeal to the District Committee in the area. Both parties shall be entitled to make written or personal representation to the District Committee, which, after hearing the appeal, may confirm or reverse the employer's decision, and this shall be binding on the employer and the employee concerned.

(3) Calculation of Wages

Any calculation of Wages must be based on the employee's weekly wage rate, and shall be calculated on the basis of a working week in the case of a –

- (i) day shift worker at 42 hour working week;
- (ii) night shift worker (other than a shift worker) a 38 hour working week;
- (iii) shift worker at 37.5 hour week;

The working week shall end not earlier than on Wednesday in a calendar week.

The hours of a Motor Vehicle Driver may not be reduced.

(4) Payment of Wages

Wages shall be paid weekly, not later than Friday during working hours in a sealed envelope if paid cash.

Employees must be paid their wages individually, and payment must be accompanied by a payslip stating the following details:-

Employee .....	
Wage Rate .....	R.....
Hours worked (excl. Overtime).....	R.....
Wages due .....	R.....
Overtime for work on Sunday .....	R.....
Deductions:	
Unemployment Insurance Fund.....	R.....
Sick Benefit Fund .....	R.....
Provident Fund.....	R.....
Insurance or Pension .....	R.....
Trade Union subscriptions.....	R.....
Council Levies.....	R.....
Total Deductions*.....	R.....

Net earnings .....R\_\_\_\_\_

Employer .....

Date .....

\* Total deductions only need be shown, except in the event of any changes being made in the net earnings of an employee when the deductions for that week shall be set out in detail as indicated.

(5) Deductions

An employer may not deduct any amount from an employee's wages except an amount -

- (a) Required by law.
- (b) Required or permitted by this or any other collective agreement concluded by the Parties to the *Council*.
- (c) Authorised by the employee, for any insurance, holiday or savings scheme approved by the *Council* and subscriptions for any trade union which is a party to the *Council*.

(6) Premium Wage

An employee who prior to negotiated increases in prescribed wage rates, is being paid a premium above the prescribed rate for his operation, shall continue to be paid that premium when the new prescribed rates come into operation.

(7) Overtime Rates

- (i) Employees who work before their usual starting time and after their usual finishing time shall be paid as follows:

Mondays to Saturdays at the hourly rate, plus 50%.

- (ii) Whenever an employee works on a Sunday, he shall be paid on the following basis:-

Any period not exceeding 4 hours - one day's wages; any period exceeding 4 hours - double his ordinary hourly rate or 2 days' wages, whichever is the greater.

- (iii) Payments at the above overtime rates shall be subject to employees completing the ordinary hours for the working week as stipulated in sub-clause (3): Provided that, where the required working week has not been completed because of the implementation of short-time, or the grading of any leave authorised in terms of a provision of this agreement, or any relevant statute, this shall not be taken into account in calculating the ordinary hours for that working week.

- (iv) Load Shedding

Notwithstanding the above, where factories are prevented from working owing to load shedding during their usual working hours, employers and employees (and their representative trade unions' where applicable), may meet and agree at factory level to work before the usual starting



time or after the usual finishing time at ordinary or agreed overtime rates. Such agreements shall be reduced to writing, signed by or on behalf of both parties, and a copy lodged with the General Secretary of the Council before implementation.

(8) Shift Allowance

Where two or more shifts are worked, employees shall be paid a shift allowance of 15% of their weekly wage.

(9) Subsistence Allowance

Where a motor vehicle driver and his assistant are required by their employer to be away from home, an allowance of R200 shall be paid in respect of every night such employees spend away from home.

(10) Remuneration due to a deceased employee

Any accrued payment which at the date of death was due to a deceased employee shall be paid to his next of kin, and the estate of the deceased employee shall have no claim on the employer for such amount.

(11) Paid leave for time lost

Employees who are required to undergo X-Rays relating to Tuberculosis detection shall be paid in full for time lost in respect of such absence.

(12) Paid leave to attend Pre-Natal Clinics

Female employees shall be entitled to three (3) days paid leave of absence during the last 3 months of their pregnancy to attend pre-natal clinics.

(13) Paid Time for Trade Union Meetings

Employees who are members of the trade unions will be entitled to one hour paid leave on a quarterly basis to meet with trade union officials, provided that such meeting is conducted during the last hour of a working day, as arranged with the employer.

(14) Insurance of Wages

Every employer shall maintain an insurance policy covering up to one week's wages in the event of the employees being unable to work due to fire and/or flood.

The employer shall submit to the District Secretary within fourteen days of being requested to do so, a certificate from the insurer confirming this insurance.

In the event of an employer being unable to obtain a certificate of insurance, the employer shall deposit an amount equal to one week's wages for all employees with the Council.

## **5. HOURS OF WORK**

### (1) Ordinary Working Hours

An employer may not require or permit an employee,

- (a) to work more than 42 ordinary hours in a week; or
- (b) 8½ ordinary hours a day excluding meal intervals; or
- (c) to work continuously for more than 5 hours without a meal interval of at least 60 minutes.

### (2) Meal Intervals

- (a) No work may be performed during a meal interval.
- (b) Meal intervals are not part of the ordinary or overtime hours.
- (c) Intervals of less than 60 minutes are part of the ordinary or overtime hours of work.

### (3) Rest Periods

Every employee must be allowed each day a rest interval of not less than 15 minutes in the morning and not less than 10 minutes in the afternoon. Such rest intervals shall be taken approximately in the middle of the morning and afternoon work periods. These rest intervals are part of the ordinary hours of work.

### (4) Three Shift System Hours

When a three-shift system is worked, overtime rates shall apply to all hours worked in excess of 7.5 hours per shift.

## **6. OVERTIME**

### (1) Permitted Overtime Hours

An employer may not require or permit an employee to work more than 10 hours overtime in a week without having obtained an exemption from the Council.

### (2) Notification of Overtime

Employer shall be required to give notice on the day prior to employees being required to work overtime.

### (3) Rest Intervals

When overtime is worked on a Saturday or a Sunday, the rest intervals provided for in Clause 5 (3) shall apply.

### (4) Overtime on Sundays or Public Holidays

A decision to work on a Sunday or paid public holiday shall only be taken with the consent of the majority of employees concerned, and such decision must be notified in writing to the *District Committee*.

## **7. SHORT-TIME**

(1) Consultation

Prior to giving notification of *short-time*, the employer shall notify the trade union (s) and consult with the shop stewards on the matter.

2) Notification

At least 48 hours notification of *short-time* shall be given prior to implementation, unless otherwise agreed to by the representative trade union(s) or where there is no representative trade union, with the employees.

(3) Procedures

Where *short-time* is declared, the following procedures shall apply:

- (i) If employees are not required to be present for work on any day, they shall be informed individually or by notice, posted in the department in which they are employed, prior to such day, that their services will not be required. If not so informed, employees present for work at the ordinary starting time shall be entitled to be employed for at least half a day, or to receive half a day's pay in lieu thereof.

Employees present for work in the afternoon shall be entitled to work two hours, or to receive two hours' pay in lieu thereof, unless notice of intention not to work has been given in the morning. In the case of an employee ceasing work owing to a breakdown, he shall be entitled to payment for the first hour, and any time in excess of one hour that he is required to remain at work.

- (ii) Whenever *short-time* is introduced in an *establishment*, the employer shall, wherever possible, allocate the *short-time* period equally amongst the employees in the department concerned.
- (iii) Whenever *short-time* is being worked, an employer may deduct a pro-rata amount from the weekly wage of employees concerned. Payment of wages shall be made during working hours.

## **8. PUBLIC HOLIDAYS, ANNUAL HOLIDAYS AND MATERNITY LEAVE**

(1) Annual Leave

(a) Period

Every employee shall be granted three (3) consecutive weeks leave of absence. Such leave shall commence not earlier than the 10th day of December or later than the 24th day of December. Public holidays falling in the leave period shall be added to the leave period as additional leave.

(b) Holiday Pay

Every employee shall be paid holiday pay an amount equal to one-

twelfth of the wages he would earn in three consecutive weeks for each month of employment with the employer in the calendar year, plus one day's wage for each public holiday falling in the leave period calculated at one-fifth of his weekly wage.

(c) Rate for calculating Holiday Pay

The holiday pay payable shall be calculated on the B wage rate the employee is receiving for the operation he is employed on, or if the employer pays the employee an amount higher than prescribed, the higher amount will apply for the purposes of calculating the holiday pay.

Employment for half a month or more shall be reckoned as a full month, and half a month shall mean any period of 15 consecutive calendar days (irrespective of working days).

(d) Payment of Holiday Pay

The holiday pay payable referred to in Paragraph (b) shall be paid not later than three days prior to the commencement of the leave period.

(2) Holiday Pay payable to employees whose services are terminated in November or December

In the event of an employer terminating the services of an employee during the months of November or December, the employee shall be paid the holiday pay as provided for in (1) (b) including public holidays falling within the leave period.

These provisions shall not apply to an employee who is summarily dismissed for any reason recognised by law as sufficient, or to an employee who has had less than three continuous months of employment with his employer on the date of being given notice of termination of service.

(3) Holiday Pay payable to employees who resign due to ill health or pregnancy in December

An employee who resigns during the month of December on account of ill-health or pregnancy shall be paid the holiday pay as provided for in 1 (b), including the public holidays falling within the leave period.

(4) Notification of Leave Period

The employer shall give employees 30 days notice of the closing and opening dates of the leave period.

(5) Extended Leave Period

In the event of an *establishment* closing for longer than the period specified in 1 (a) above, any period which exceeds the paid leave period by three days shall be regarded as additional leave, unless the employer has complied with the provisions regarding *short-time*.

(6) Public Holidays

- (i) Public holidays and payment of public holidays shall be in accordance with the provisions of the Public Holidays Act 1994.
- (ii) In the event of a public holiday falling on a Saturday during the period of annual leave, the holiday shall be a paid holiday.

(7) Holiday Bonus

Employees who have completed 12 consecutive months employment with an employer when the *establishment* closes for the annual leave period shall be paid a holiday bonus of not less than six days pay.

In the event of an employee having been absent without good cause during such period, the holiday bonus shall be reduced on a pro-rata basis. This shall be done by dividing the total number of days the employee has worked with the same employer during the preceding twelve months by 245, multiplied by six days pay.

(8) Long Service Bonus

Every employee who has completed 5 years of continuous employment or longer with the same employer shall be paid a Long Service Bonus on the following basis:

5 years employment and longer, but less than 10 years .....	1 day's wage
10 years employment and longer, but less than 15 years .....	2 days' wages
15 years employment and longer, but less than 20 years .....	3 days' wages
20 years employment and longer, but less than 25 years .....	5 days' wages
25 years employment and longer .....	6 days' wages

For the purpose of calculating the Long Service Bonus due in terms of this subclause, one day's wages shall be the equivalent of one-fifth of the weekly wage.

An employee who, upon being engaged, presents a service certificate showing that he was retrenched by an employer in the *Industry*, shall be entitled to have such previous service recognised for the purpose of calculating the Long Service Bonus.

(9) Rate and Payment of Holiday and Long Service Bonus

With effect from 1 January 2008, the holiday and long service bonus shall be calculated on the rate prescribed in Column B of Annexure C instead of that prescribed in Column A, unless an employee has failed to earn the attendance bonus (see Clause 4(2)) on more than 4 (four) occasions during the calendar year preceding the payment of the holiday and long service bonus, and shall be paid to the employee not later than three (3) days prior to the commencement of the leave period.

(10) Maternity Leave

An employee who has completed six consecutive months employment with her employer shall be entitled to Maternity Leave. The period of maternity leave shall not exceed 6 months.

An employee wishing to return to work shall give her employer one month's notice of her intention to return to work, and shall resume work in her same job and at the same rate of pay.

If the rate of pay increases while she is on leave, she must receive the increased rate.

10A Paternity Leave, Adoption Leave and Commissioning Leave

The granting of Paternity Leave, Adoption Leave and Commissioning Leave shall be in accordance with the provisions of the Basic Conditions of Employment Act (Act No 75 of 1997 as amended).

(11) Family Responsibility Leave

- 1) This clause applies to an employee -
  - (a) who has been in employment with an employer for longer than four months; and
  - (b) who works for at least four days a week for that employer.
- (2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take-
  - (a) when the employee's child is sick;
  - (b) when the employee's spouse or life partner is sick or
  - (c) in the event of the death of—
    - (i) the employee's spouse or life partner; or
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (3) Subject to subclause (5), an employer must pay an employee for a day's family responsibility leave—
  - (a) the wage the employee would ordinarily have received for work on that day; and
  - (b) on the employee's usual pay day.
- (4) An employee may take family responsibility leave in respect of the whole or a part of a day.
- (5) Before paying an employee for leave in terms of this clause, an employer May require reasonable proof of an event contemplated in subclause (1) for which the leave was required.
- (6) An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.

(12) Holiday Bonus upon retrenchment

An employee being retrenched shall be paid one twelfth of the holiday bonus for each month of employment since the payment of the previous bonus. For the purpose of calculating the pro-rata bonus due, employment for more than half a month shall be reckoned as employment for a full month, and a half a month shall mean any 15 consecutive calendar days irrespective of working days.

(13) Periods regarded as employment

Any period during which an employee is absent:

- (a) on leave as provided for in Sub-Clause 1 (a);
- (b) is absent from work on instruction or request of his employer;
- (c) is absent from work owing to illness (supported by a medical certificate);
- (d) absent on maternity leave;

shall be regarded as employment for the purposes of calculating holiday pay.

(14) Paid Sick Leave

- (i) During every 36 months sick leave cycle, an employee's entitlement to paid sick leave will be limited to ten (10) days in each 12 months. This limitation shall not apply to employees whose incapacitation owing to illness, getting vaccinated against Covid-19 or hospitalisation exceeds a period of ten (10) days. In such event, the provisions of the Basic Conditions of Employment Act shall apply.
- (ii) Employers shall not be required to pay employees in terms of the provision in sub paragraph (i) of this sub-clause, if, on request by the employer, the employee does not produce a medical certificate or a Covid-19 vaccine card stating that the employee was unable to work for the duration of the employee's absence on account of sickness, injury or getting vaccinated for Covid 19.
- (iii) In respect of absence of 1 day only, however, requests for medical certificates shall only be made if –
  - (a) there has been a previous occasion where the employer paid the employee for sick leave, and
  - (b) the employer was not satisfied that the absence was due to the employee's incapacity as a result of sickness, injury or getting vaccinated for Covid 19 and
  - (c) the employer advised the employee in writing that payment of sick leave would, in future, be subject to the production of a medical certificate.
- (iv) Medical certificates must be issued and signed by a Medical Practitioner, or any person who is certified to diagnose and treat patients, and who is registered with a professional Council established by an Act of Parliament.

**9.PLACE OF EMPLOYMENT AND OUTWORK**

(1) Place of Employment

- (a) No employer shall require or allow an employee to perform work in the *Industry* in any place other than his regular *establishment*.
- (b) An employee shall not work for more than one employer during the same working week.

(2) Outwork

No *outwork* shall be permitted unless an application for exemption has been made and approved by the *District Committee* in the area concerned.

- (3) The application shall specify the nature of the work to be done, quantities and

prices or rates to be paid for such *outwork*.

- (4) In the event of a Licence of Exemption being granted, the *District Committee* shall have the right to withdraw the licence should such *outwork* be found to be detrimental to other employers or employees.

## **10. TERMINATION OF EMPLOYMENT**

(1) Notice Period

A contract of employment may be terminated on written notice of not less than:

- (a) In the case of a new employee on probation, (not to exceed a period of four weeks), the contract can be terminated without notice during the probationary period.
- (b) One week, if the employee has been employed for more than 4 weeks, not exceeding 6 months.
- (c) Two weeks if the employee is employed for more than 6 months.

(2) Termination Procedures

Notice of termination must be:-

- (a) given in writing;
- (b) given on or before the day the working week commences;
- (c) not given during any period of annual leave.

(3) Holiday Pay payable on termination

On date of termination of service, the employee must be paid the accrued holiday pay due on such date, as provided for in Clause 8. In the event of an employer terminating the services of an employee or the employee giving notice on account of ill-health or pregnancy during the week in which Good Friday falls, the employee shall be paid, in addition to any accrued holiday pay, two days' wages in respect of Good Friday and Family Day.

(4) Payment in lieu of notice

The contract of employment may be terminated by either party without notice by making payment of one week's wages in lieu of notice to either party. In the case of an employee terminating the contract of employment without notice, the employer shall be entitled to deduct monies in lieu of notice from the ordinary weekly remuneration due to the employee.

(5) Nothing in Paragraph (1) to (4) shall affect:

- (a) the right of the employer or employee to terminate the contract of employment without notice for any cause recognised by law;
- (b) a female who commences Maternity Leave;

(6) Service Certificates

- (1) Upon termination of contract of service, the employer shall hand to the employee, a service certificate in the form of Annexure A.



- (2) The employer shall forward to the Secretary of the *Council*, a service certificate in the form of Annexure "B" in respect of every employee who leaves his service. One copy of the service certificate must be retained by the employer.
- (3) An employee who has been issued with a service certificate shall, upon accepting further employment in the *Industry*, hand their certificate to the employer as proof of previous *experience*.
- (7) Retirement
  - (i) Employees shall retire upon reaching the age of 60 years.
  - (ii) The retiring employee and the employer shall be entitled to enter into a limited duration contract immediately following retirement for a period not exceeding one year.

## 11. **ADMINISTRATION OF AGREEMENT**

### (1) Responsibility

The *Council* shall be responsible for the administration of this Agreement.

### (2) Implementation Guidelines

The *Council* may issue guidelines to employers and employees regarding the implementation of this Agreement.

### (3) Agents

The *Council* may appoint Designated Agents to monitor and enforce the terms and provisions of this Agreement. Employers shall permit such Agents access to their *establishments* to institute enquiries and examine and inspect any documents, books, wage records, and to question any individuals as may be required to ascertain if the provisions of this Agreement are being observed.

## 12. **PROHIBITION OF EMPLOYMENT**

No persons under the age of 16 years may be employed in the *Industry*.

An employer shall not be relieved from observing the conditions of this Agreement in respect of employees who have been employed, in spite of their employment being prohibited by this Agreement.

## 13. **ORGANISATIONAL RIGHTS**

### (1) Election of Shop Stewards

Members of the trade unions in an *establishment* shall have the right to elect one or more shop stewards according to the provision of the Constitution of the trade union concerned and the Labour Relations Act 1995.

### (2) Facilities for shop stewards

Employers shall provide facilities for meetings and consultation for the elected shop steward(s) to carry out their functions.

(3) Deductions of subscriptions

- (i) An employee who is a member of the trade union(s) who are parties to this Agreement may authorise his employer in writing to deduct from his wages the amount of the trade union(s) subscriptions.
- (ii) On receipt of such written authorisation, the employer shall immediately commence deducting each week from the employee's wages the amount of the trade union(s) subscriptions.
- (iii) The employer shall remit the amounts so deducted no later than the 7<sup>th</sup> day of each succeeding month to the trade union concerned accompanied by a schedule detailing:-
  - (a) the name of the employer;
  - (b) the names of members;
  - (c) the amounts deducted.
- (iv) On receipt of written notification from the trade union of the member's resignation from the union, the employer shall cease making the said deduction in terms of the notification.

(4) Shop Stewards Leave

- (i) An elected shop steward shall be entitled to six days' paid leave and two day's unpaid leave in a calendar year to attend training courses or any other union business. The granting of paid leave in terms of this sub-clause, shall be limited to one shop steward if there are between 10 and 50 employees for whom trade union subscriptions are being deducted and thereafter one shop steward for every additional 50 employees for whom trade union subscriptions are being deducted.
- (ii) Notwithstanding the provisions made in sub-clause (4)(i) and subject to agreement at plant level, employers will grant at least 2 days paid time-off for not more than one shop steward per party trade union to attend seminars, training sessions and workshops which will have mutual benefit to the industry such as: Economic Development, Customised Sector Programmes of the Department of Trade and Industry and Sector Education and Training Authority (SETA). The party trade unions who wish to send their shop steward to such seminars, training sessions and workshops are required to consult with the employer at least seven days prior to the event and to produce reasonable evidence of that event.

(5) Trade Union representation on the Council

Every employer must give the employees who are representatives, or who participate on the *Council* or its committees, every reasonable facility to attend to their duties in connection with their work on the *Council* or committee.

**14. LICENSING OF LEARNERS ON CERTAIN OPERATIONS**

- (1) An application for permission to employ a learner upon the following operations:
  - (a) Travelling requisites: -corner stitching, cutting (Class I), power guillotining,

rotary cutting and wood machining (Class I).

(b) Saddlery Department - saddle making

must be made to the *Council* on the form prescribed by the *Council*.

- (2) The approved licence shall be signed by the Secretary of the *Council* and shall show the learner's name and age, the operation on which he is employed, the minimum wage payable to him, the name of the employer and the period during which the licence shall be valid.
- (3) The *Council* may, if it deems fit, withdraw a licence of a learner with one weeks' notice to the employer and the employee.
- (4) The employer shall give a duplicate of a licence to the employee.
- (5) For the purpose of determining the minimum wage of a learner, the length of all his service in the *Industry* shall be taken into consideration.
- (6) The employment of a licensed learner may not be terminated either by the employee or employer without *Council* approval.
- (7) When the employee has completed his learnership, the *Council* shall issue a certificate to this effect to the employee.
- (8) Notwithstanding anything to the contrary contained in this Agreement, a learner who, whether before or during the currency of this Agreement was engaged at a higher rate than that prescribed for one of his *experience* shall be paid increments as though he had been by *experience* entitled to be paid at the rate at which he was engaged.
- (9) The Secretary of the *Council* shall maintain a register of all licences issued in terms of this clause and the Secretaries of each *District Committee* shall in addition maintain a register of all licences issued in their respective areas, and in addition, the agents of the *Council* shall submit to the *District Committee* concerned a report on the progress of licensed learners in their respective areas at least once in every six months. Where a *District Committee* is satisfied that a learner is not receiving proper training, it may recommend to the *Council* cancellation of such learner's licence.

#### **15. WAGE INCENTIVE SCHEME**

- (1) Incentive Bonus Schemes or *piece-work* arrangements shall be negotiated at plant level.
- (2) Negotiated agreements shall be confirmed in writing and signed by the employer and representatives of the trade unions.
- (3) A copy of the signed agreement shall be forwarded to the General Secretary of the *Council* for record purposes. Agreement shall be subject to the granting of an exemption by the *District Committee* or the *Council*.

#### **16. DIFFERENTIAL WORKING**

Employees who are engaged in more than one operation shall be paid at the respective rate for the hours worked on each operation.

#### **17. TOOLS**

All tools shall be provided by the employer, free of charge.

#### **18. REGISTRATION OF EMPLOYERS**

- (1) Every new employer entering the *General Goods* and/or *Handbag Industry*

- shall, within one month of commencement of business, register with the *Council*.
- (2) The employer shall register with the *Council* by furnishing the required particulars on the prescribed registration which shall be forwarded to the Secretary of the *District Committee* in the area concerned, together with a copy of the Company's or Closed Corporation's Certificate of Registration.
  - (3) The employer shall notify the Secretary of the *District Committee* in the area concerned of any changes in the particulars furnished on registration or ceasing operation within 14 days of such changes or of ceasing operations.

## 19. AGENCY SHOP: EMPLOYER ORGANISATION

The provisions for this Agency Shop Agreement is deleted from this collective agreement and transferred to a separate collective agreement called " Agency Shop Collective Agreement for Employers".

## 20. INTEREST: ARREAR WAGES

In the event of an employer being assessed for underpayment of wages, the employer, in addition to the assessed amount, shall pay interest on such outstanding amount at a rate of interest as determined by the *Council* from time to time, subject to the provisions of the Limitations and Disclosure of Finance Charges Act 1968, calculated from the date when payment became due until the outstanding amount is paid. The *Council* shall be entitled to waive the payment of interest or part thereof in its discretion.

## 21. RETRENCHMENT PROCEDURE

### (1) Notification to union(s)

An employer who intends to reduce his employee requirements due to operational requirements must notify the union(s) concerned of the number of employees and reasons therefor at least 4 weeks prior to implementation.

### (2) Consultation with Unions

The company and union must meet within 5 working days of the union's receipt of notification to explore alternatives to retrenchments, such as working *short-time*, limiting overtime, transfer of individual employees to other operations, voluntary early retirement and/or other practical alternatives the parties may agree upon.

### (3) Selection Criteria

Should the parties be unable to reach an agreeable alternative to retrenchment, the company must supply the union(s) with the following information:

- (a) names, and length of employment with the company and occupation of the employees;
- (b) the method implemented for selecting employees for retrenchment (LIFO principle or any alternative agreed principle).

### (4) Notification to employees affected

Employees affected by retrenchment must be given one week's notice of retrenchment or alternatively, one week's pay in lieu of notice.

(4) Severance Pay

The union(s) may negotiate severance pay with the employer.

(6) Re-engagement of retrenched employees

In the event of the employer requiring increasing his labour compliment, retrenched employees must be given first option for the vacancies which are required to be filled.

## **22. NIGHTWATCHMAN PROVISIONS**

(1) Definition

"Nightwatchman" means an employee engaged in guarding premises or property during the *night hours*.

(2) Wages, Rates & Remuneration

Wages shall be based on his weekly wage rate and calculated on a working week of 60 hours. No pro-rata deduction may be made when required to work lesser hours on any one day in the week.

(3) Hours of Work

To work more than 12 hours per day or 60 ordinary hours in a week and must have one night off duty in every seven consecutive nights.

(4) Overtime

Any additional hours he is required to remain on duty on completion of his shift, shall be paid at his hourly rate plus 33%. If on duty on his night off, paid at double his hourly rate.

(5) Annual Leave:

(a) Period

23 consecutive calendar days for every completed 12 months of employment, plus one additional day leave for any public holiday falling in his leave period and shall be granted at the reasonable convenience of the employer not later than within 3 months of the completion of the 12 month cycle.

(b) Holiday Pay

An amount equal to 3 weeks and one day's wages plus one day's wage for each public holiday falling in his leave period.

(c) Public Holidays

Public Holidays and payment shall be in accordance with the provision of the Public Holidays Act 1994.

(d) Holiday Bonus & Long Service Bonus

The provision of Clause 8 (7) and (8) shall apply when proceeding on annual leave.

(e) Holiday pay payable on termination

Termination of services prior to his annual leave period, the accrued holiday pay shall be calculated on the basis of four days' wages for each completed month in the twelve month cycle of employment.

(6) General Provisions

All other provisions in this Agreement shall apply to an employee engaged as a Nightwatchman and his employer.

23 **EXEMPTIONS**

Exemptions and Exemption appeals shall be observed in terms of provisions made in Annexure E

**24 - DISPUTE RESOLUTION**

- (1) The Secretary of the Council may at any time require a Designated Agent to monitor compliance with the provisions of this Agreement.
- (2) Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Secretary of the Council for resolution in terms of this Agreement.
- (3) The Secretary of the Council may require a designated agent to investigate the complaint or dispute.
- (4) The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation.
- (5) The designated agent must submit a written report to the Secretary on the investigation,  
the steps taken to secure compliance and the outcome of those steps.
- (6) If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement, the agent:
  - (a) may investigate the alleged breach;
  - (b) may endeavour to secure compliance with the Agreement; and
  - (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (7) On receipt of the report, the Secretary may:
  - (a) require the designated agent to make further investigations;
  - (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
  - (c) refer the dispute for conciliation to the Disputes Committee of the Council;
  - (d) issue a compliance order; or
  - (e) refer the dispute to arbitration in terms of this Agreement.
- (8) If a conciliator is appointed or the dispute is referred to the Disputes Committee,

- the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.
- (9) Where a dispute is referred to conciliation, the conciliator or disputes committee must attempt to resolve the dispute within a period of 30 days or within an extended period as agreed by the parties to the dispute.
- (10) Where a dispute is not resolved after a conciliation meeting, or after 30 days, or after any extended period as agreed between the parties, the Council must issue a certificate stating that the dispute was not resolved.
- (11) Where the Act requires a dispute to be resolved through arbitration, and a certificate has been issued in terms of (10), any party may request the Council to appoint an arbitrator to resolve the dispute. Such request must be made within 30 days of the date of the certificate issued in terms of (10). The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.
- (12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- (13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.
- (14) If a party objects, the Secretary may take any of the steps referred to in sub-clause (7) except the issue of another compliance order.
- (15) If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.
- (16) If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the Council's panel of arbitrators. Arbitrators serving on the panel shall be appointed to arbitrate matters on a rotational basis, unless the parties to the dispute agree on an Arbitrator from the panel, with the next available Arbitrator being appointed should any panel member(s) not be available in terms of such rotation.
- (17) The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.
- (18) The Secretary must serve notices of the date, time and venue of the arbitration on:
- (a) the parties to the dispute;
  - (b) any person who may have a legal interest in the outcome of the arbitration.
- (19) Unless this agreement provides otherwise, the Arbitrator must resolve the dispute through arbitration.
- (20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
- (22) The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.
- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.
- (24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- (25) If a party, other than the party who referred the dispute to the Council, fails to

- appear in person or be represented at the arbitration proceedings, the arbitrator may-
- (a) continue with the arbitration proceedings in the absence of that party; or
  - (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-
- (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
  - (b) the dispute is capable of being determined by written evidence only;
  - (c) the dispute is only about the interpretation of the Agreement; or
  - (d) the parties to the dispute agree.
- (27) Notwithstanding the provisions of sub-clause (23), the Arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that-
- (a) the parties have been properly served; and
  - (b) it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings -
- (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
  - (b) the Council must serve a copy of that award on each party to the dispute.
- (29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
- (30) The arbitrator may make any appropriate award, including an order for costs that gives effect to the collective agreement.
- (31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-
- (a) erroneously sought or made in the absence of any party affected by the award;
  - (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
  - (c) granted as a result of a mistake common to the parties to the proceedings.
- (32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.
- (33) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement or recover any money due.
- (34) (a) If the Arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.
- (b) The maximum penalty that the Arbitrator may be impose-
- (i) for a failure to comply with a provision of the collective agreement not involving a failure to pay any amount due to an employee/party is the penalty determined in terms of Table One;
  - (ii) for a failure to comply with a provision of the collective agreement involving a failure to pay any amount due to an employee/party is the penalty determined in terms of Table Two.

**TABLE ONE:**



**MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT**

No previous failure to comply	R300 per employee or incident in respect of whom/which the failure to comply occurs i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.
A previous failure to comply in respect of the same provision	R600 per employee or incident in respect of whom/which the failure to comply occurs. i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R900 per employee or incident in respect of whom/which the failure to comply occurs. i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.
Three previous failures to comply in respect of the same provision within three years	R1200 per employee or incident in respect of whom/which the failure to comply occurs. i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.
Four previous failures to comply in respect of the same provision within three years	R1500 per employee or incident in respect of whom/which the failure to comply occurs. i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.

**TABLE TWO**

**MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT**

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order

(

## **25. TRADE UNION(S) BURSARY FUND**

(a) "Every employer to whom this Agreement applies, shall contribute the sum of R10.00 per annum for each member of the National Union of Leather and Allied Workers in his employ to the Bursary Fund of the National Union of Leather and Allied Workers, and the sum of R10.00 per annum for each member of the Southern African Clothing and Textile Workers Union in his employ to the Bursary Fund of the Southern African Clothing and Textile Workers Union.

The amount payable shall be calculated on the membership of each trade union as at the 30<sup>th</sup> June each year and payable by the 7<sup>th</sup> July each year. The payment shall be accompanied by a schedule containing the names of members in respect of whom payments are being made."

(b) The contributions to the respective union Bursary Funds will be effective from July 2011.

## **26. AMENDMENTS TO THIS AGREEMENT**

(1) Other than amendments to provisions relating to substantive terms and conditions of employment, amendments to this agreement may be requested by any party to this agreement during any period up to 30 June 1999 subject to the following:

- (a) Doubt or a dispute over the interpretation or application of the part requested to be amended must exist;
- (b) such doubt or dispute must be as a consequence of the parties attempts at the rewording of such part during the simplification exercise; and
- (c) the doubt or dispute must be capable of being resolved by reference to the wording of the part in question as it had existed in terms of the agreement prior to the simplification exercise.

(2) Any such dispute or request for amendment shall be referred to the Management Committee of the Council for resolution.

(3) The Management Committee shall resolve the relevant dispute by-

- (a) reverting back to the wording of the part in the agreement prior to the simplification process; or
- (b) by a consensual amendment of the wording of the part to give effect to the true meaning of the part.

## **27. LIMITED DURATION EMPLOYMENT CONTRACT**

"The engagement by employees for a limited duration shall only be valid where there is a written contract in the form of Annexure D to this agreement or the company's own contract on the same terms and conditions as those specified in Annexure D. A copy of any such contract signed by the parties must be given to the employee concerned and, where applicable, to the relevant shop steward(s)."

**28. AGENCY SHOP AGREEMENT**

The provisions for the agency shop agreement has been deleted and incorporated into a separate collective agreement called "Agency Shop Collective Agreement for Employees".

**ANNEXURE A**

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA**

**SERVICE CERTIFICATE**

SURNAME: .....

ADDRESS/CHANGE OF ADDRESS: .....

FIRST NAMES: .....

PROV. FUND NO: ..... D.O.B.: .....

TAX NO: .....

I.D. NO: .....

EMPLOYEE'S SIGNATURE: .....

**EXPERIENCE**

Name of Employer	Factory No.	Date of Engagement	Wage	Date of Leaving	Wage	Occupation	Length of Employment	Left on own accord (Yes) (No)	Employers Signature
							Years Months Days		


**N.B.**: This card should be kept in a safe place as it is an essential record for Council and Provident Fund purposes.

**ANNEXURE B**

**NATIONAL BARGAINING COUNCIL OF THE  
LEATHER INDUSTRY OF SOUTH AFRICA**

**Service Certificate**

Section of the Industry:

.....

Name & Address of Employer:

.....

.....

.....

.....

I hereby certify that the undermentioned person was employed by me and that the particulars hereunder are correct:

Fund No: ..... Surname: .....

Factory No: .....

First Names: .....

Date of Birth: .....

Identity Number: .....

Sex: .....

Employed as: .....

**ANNEXURE C**

**1. WAGE RATES**

	Column A Per Week	Column B Per Week
(A) The following wage rates shall be paid to employees engaged in the General Goods and Handbag Section of the Industry:		
(i) Foreman (Grade C1) .....	2521.55	2773.71
(ii) Chargehand (Grade B2) .....	1915.87	2107.46
(iii) Despatch Clerk (Grade A3) .....	1613.35	1774.69
(iv) Driver of a motor vehicle authorised to carry or haul a payload of:		
(a) Under 2722 Kg (Grade B1) .....	1672.16	1839.38
(b) Over 2722 Kg (Grade B2) .....	1915.87	2107.46
	1247.83	1372.61
(v) General Worker (Grade A1) .....	1357.50	1493.25
(vi) Night Watchman (Grade A2) .....	1247.83	1372.61
(vii) Packer (Grade A1) .....	1613.35	1774.69
(viii) Storeman (Grade A3) .....		
(B) The following wage rates shall be paid to qualified employees engaged in the manufacture of Travelling Requisites, Saddlery, Harnesses, Braces, Personal Goods and Handbags:		
(i) Grade A1 .....	1247.83	1372.61
(ii) Grade A2 .....	1357.50	1493.25
(iii) Grade A3 .....	1613.35	1774.69
(iv) Grade B1 .....	1672.16	1839.38
(v) Grade B2 .....	1915.87	2107.46
(vi) Grade B3 .....	2097.79	2307.57

	Column A Per Week	Column B Per Week
(C) The following wage rates shall be paid to qualified employees engaged in the manufacture of balls in the Magisterial Districts of Bellville, Goodwood and Durban and Cricket and Hockey Balls in the Magisterial District of Wynberg:		
(i) Grade A1 .....	1247.83	1372.61
(ii) Grade A2 .....	1357.50	1493.25
(iii) Grade A3 .....	1613.35	1774.69
(iv) Grade B1 .....	1672.16	1839.38
(v) Grade B2 .....	1915.87	2107.46
(vi) Grade B3 .....	2097.79	2307.57
(D) The following wage rates shall be paid to Learners, other than those referred to in subclause (A):		
During the first six months of experience .....	1011.57	1112.73
During the second six months of experience .....	1207.60	1328.36

## 2. PROPORTION AND RATIO OF EMPLOYEES

### (1) Travelling requisites -

- (a) Not less than one foreman shall be employed in every establishment.
- (b) In each of the wage categories listed in paragraphs (i), (ii), (iii), (iv), (v) and (vi) of subclause (c) not more than one learner may be employed for every qualified employee employed in that category.

### (2) Saddlery -

- (a) Not less than one foreman shall be employed in every establishment.
- (b) In each of the wage categories listed in paragraphs (ii), (iii), (iv), (v), and (vi) of subclause (C), not more than one learner may be employed for every qualified employee employed in that category.

### (3) Harness -

- (a) Not less than one foreman shall be employed in each establishment.
- (b) For each employee receiving a wage of not less than R1372.61 per

week during the period ending 30 June 2023, not more than one employee may be employed at a wage less than R1372.61: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(4) Braces -

For each employee receiving a wage of not less than R1372.61 per week during the period ending 30 June 2023, not more than one employee may be employed at a wage less than R1372.61: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(5) Personal Goods –

For each employee receiving a wage of not less than R1372.61 per week during the period ending 30 June 2023, not more than one employee may be employed at a wage less than R1372.61: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed

(6) Handbags –

- (a) Not less than one foreman shall be employed in each *establishment*.
- (b) The number of learners employed in each *establishment* shall not exceed three such employees to every two qualified employees employed in such *establishment*.
- (c) Notwithstanding the provisions of subclause (1), the following departmental ratios shall be observed:
  - (i) Cutting Department - Not more than three learner cutters shall be employed to every two qualified cutters employed in each *establishment*.
  - (ii) Machining Department - Not more than three learner machinists shall be employed to every two qualified machinists employed in each *establishment*.
  - (iii) Handbag framing department - Not more than three learners handbag framers shall be employed to every two qualified handbag framers employed in each *establishment*.



**ANNEXURE D**

**LIMITED DURATION EMPLOYMENT CONTRACT**

between

.....  
("the Company")

and

..... (name of employee)  
("the Employee")

We hereby confirm our offer of employment on a temporary, limited duration basis for the period from ..... to ..... ("the termination date") on the terms and conditions set out below.

It is specifically recorded that no guarantee of continued employment with the Company after the termination date as specified above, on either a temporary or permanent basis, is given or implied. No further claim to employment by the Company will be valid unless it is in terms of an agreement in writing signed by yourself and a director of the Company (or his/her duly appointed delegee).

**Terms and Conditions:**

The Company's operations fall under the jurisdiction of the National Bargaining Council of the Leather Industry of South Africa ("the Council") and this contract is subject to all terms and conditions of any agreements which are negotiated between the Company's registered Employers' Organisation (the Association of SA Manufacturers of Luggage, Handbags & General Goods) of the one part, and the National Union of Leather & Allied Workers and Southern African Clothing & Textile Workers' Union, of the other part.

It is specifically recorded that clause 4 (Wage rates and remuneration), clause 5 (Working hours), clause 8 (Leave and public holidays), clause 13 (Organisational rights) and clause 28 (Agency shop), are applicable to this contract.

Your employment is in addition subject to statutory provisions, where applicable, and to the disciplinary, safety and other relevant procedures of the Company as applicable from time to time.

You will be employed as ..... and, subject to the operational requirements of the Company, you will be required to work in any area of the business as required by the Company.

Your rate of pay will be R ..... per 42 hour week. Should it be necessary in terms of the Company's operational requirements to work reasonable overtime, it is a condition of your employment that you will do so.

**Termination of Employment:**

The first four weeks of your employment will be regarded as a probationary period. Termination of this employment contract from either side during this probationary period, as well as thereafter and before the termination date specified above, will be subject to the provisions of the Collective Agreement for the General Goods and Handbag Sector and, where applicable, any statutory provisions.

Signed at ..... on this ..... day of ..... 20.....

.....  
Director/Member/Owner

.....  
Witness

.....  
Witness

***I, ..... (print Employee's name), acknowledge that I have read this agreement / had this agreement explained to me, and that I understand it and accept the employment on the terms and conditions set out herein.***

Signed at ..... on this..... day of ..... 20.....

.....  
Employee

.....  
Witnesses or Shop Stewards (as applicable)

## ANNEXURE E

### EXEMPTION AND EXEMPTION APPEAL POLICY AND PROCEDURE

#### 1. BACKGROUND

Section 32(3)(dA) of the Labour Relations Act (the "Act") requires that a Bargaining Council have an effective procedure to deal with applications by non-parties for exemptions from the provisions of its collective agreements.

Accordingly an exemption and exemption appeal policy & procedure in respect of the National Bargaining Council of the Leather Industry of S.A (hereafter referred to as the "Council") for both party and non-party is established and maintained in terms hereof.

#### 2. DEFINITIONS

**'Act'** means the Labour Relations Act, 1995 (Act 66 Of 1995) as amended

**"Agent"** means a designated agent of the National Bargaining Council of the Leather Industry of South Africa

**"Agreements"** means collective agreements concluded in the National Bargaining Council of the Leather Industry of South Africa

**"Applicant"** means a party or non-party employer conducting a business under the jurisdiction of the Council and who applies for an exemption or appeals against a decision of the Exemptions Committee in terms of this procedure.

**"Bargaining Council or Council"** means the National Bargaining Council of the Leather Industry of South Africa

**"Day"** means any day other than a Saturday, Sunday or public holiday, and when any particular number of days is prescribed for the doing of any act, the number of days must be calculated by excluding the first day and including the last day;

**'Exemptions Committee'** means the National Exemptions Committee or any other sub-committee delegated by the National Exemptions Committee to perform all or part of its functions

**"Exemption Criteria"** means the exemption criteria contained in the collective agreements of the National Bargaining Council of the Leather Industry of South Africa

**"General Secretary"** means the General Secretary of the Council

### 3. EXEMPTIONS AND EXEMPTION APPEALS

**3.1 EXEMPTIONS:** An Applicant may apply to the Bargaining Council for exemption from the provisions of collective agreements concluded in the Bargaining Council.

3.1.1 The Council must consider applications for exemptions within 30 days of receipt of a valid application.

**3.2 EXEMPTION APPEALS:** An Applicant who is aggrieved by the Exemption Committee's decision has the right to appeal to the Independent Exemptions Appeal Body appointed by the Council.

3.2.1 The Independent Appeal Body will hear and decide appeals as soon as possible and not later than 30 days after a valid appeal is lodged

3.2.2 A decision of the Independent Exemption Appeal Body shall be final.

### 4. EXEMPTIONS COMMITTEE

#### 4.1 Establishment & Composition of the Exemptions Committee:

The Council shall establish a National Exemptions Committee consisting of eight (8) members four (4) of whom are appointed by the employer organisations party to the Council and four (4) appointed by the trade unions party to the Council. The employer organizations are for the time being each entitled to one member, with the most representative being entitled to appoint an additional member. The trade unions to the Council are for the time being entitled to a minimum of one member each with the remaining two positions being filled by the unions' based on their representativeness in the COUNCIL.

#### 4.2 Exemption Committee Meetings

4.2.1 A quorum for the meetings shall be the attendance of at least two party employer members and at least two party trade union members.

4.2.2 Exemption Committee meetings shall be held on an ad-hoc basis in the province in which the applicant conducts business subject to the decision of the Exemptions Committee.

### 5. THE EXEMPTIONS MANDATE

5.1 The Exemptions Committee is mandated by the Council to consider all party and non-party applications for exemption from the collective agreements concluded in the Bargaining Council.

5.2 The Exemptions Committee may delegate any of its functions or duties to a District Committee or any other committee of the Council as the case may be.

- 5.3 The Exemptions Committee will consider and determine applications for exemption in a manner it considers appropriate to determine the application fairly and quickly, which may be limited to a consideration of written motivations or the hearing of oral submissions as the case may be.
- 5.4 The Exemptions Committee, when considering an application for exemption must take into account the exemption criteria.
- 5.5 The Exemptions Committee shall have the power to approve, refuse, partly approve or withdraw an application for exemption
- 5.6 The Exemptions Committee, on not approving an application or part thereof or withdrawing an exemption must provide the Applicant with written reasons for its decision.

## **6. EXEMPTIONS**

### **6.1 APPLICATION PROCESS**

- 6.1.1 Applications for exemption from the provisions of a collective agreement must be made in writing on the prescribed application form, and lodged with the local office of the Council.
- 6.1.2 Applications must be motivated and supported by relevant documents, data and audited financial statements (where applicable) and other relevant financial information.
- 6.1.3 Applications that impact employees terms and conditions of employment must be accompanied by written proof that employees and/or their representatives/trade unions have been consulted and further accompanied by a record of their support or not of the application.
- 6.1.4 Applications must indicate the period for which the exemption is sought.

### **6.2 EXEMPTION PROCEDURE**

- 6.2.1 The Council must open and maintain a register for each application which records the following:
  - 6.2.1.1 date of receipt of application
  - 6.2.1.2 reference number
  - 6.2.1.3 name of applicant
  - 6.2.1.4 brief description of exemption application
  - 6.2.1.5 name of the Agreement and the clause/s from which exemption is sought

- 6.2.1.6 date of validation of exemption application
- 6.2.1.7 date of exemption hearing
  
- 6.2.2 Upon receipt of an application, the date received must be recorded in the register
- 6.2.3 The agent of the relevant District Office shall on receipt of an application scrutinise the application to ensure that the application is complete and valid.
- 6.2.4 Should the agent find the application to be incomplete, the agent shall send written communication to the applicant advising of this and what is required to complete the application
- 6.2.5 After the agent is satisfied that the application is complete, the application shall be considered valid and the agent shall record the date of validation accordingly.
- 6.2.6 Within five days from date of validation the agent shall verify the employer's consultation with the employees/trade union and report in writing whether the employees / trade union support or oppose the application.
- 6.2.7 Within seven days of receipt of the agent's report on the consultation process, the General Secretary shall arrange a date, time and venue for the hearing of the application.
- 6.2.8 The set down date for the hearing must not be later than 30 days of the validation of the application by the Agent.
- 6.2.9 The General Secretary shall notify the applicant in writing of the date, time and venue of the hearing.
- 6.2.10 In the event that the applicant does not attend the hearing, the Exemptions Committee will consider the application on the written application and supporting documents.
- 6.2.11 The General Secretary must within fourteen days of the exemption being granted advise the applicant of such decision in writing and issue a Licence of Exemption setting out the following:
  - 6.2.11.1 The full names of the Applicant.
  - 6.2.11.2 The provisions of the collective agreement from which the

exemption has been granted.

6.2.11.3 The conditions subject to which the exemption is granted.

6.2.11.4 The period which the exemption will operate clearly stating the commencement and expiring dates.

6.2.12 Where the Committee does not approve an Application or part thereof or when deciding to withdraw an Exemption, the General Secretary must advise the applicant in writing within fourteen days of the date of such decision and provide the Applicant with reasons therefor.

## **7. EXEMPTION APPEALS**

### **7.1 Establishment of an Independent Appeal Body**

7.1.1 In terms of section 32(3)(e) of the Act, the Council creates and maintains an Independent Exemptions Appeal Body to hear and decide appeals against an Exemptions Committee's refusal or partial refusal to grant an exemption or its withdrawal or partial withdrawal of an exemption.

7.1.2 An Independent Appeal Body must be appointed by the Council and may consist of one or more persons, as determined by the Council

7.1.3 No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of the Independent Exemptions Appeal Body.

### **7.2 APPLICATION PROCESS & PROCEDURE**

7.2.1 An Applicant aggrieved by an Exemptions Committee's decision shall within **30 days** of being notified of the Exemptions Committee's decision have the right to appeal to the Independent Exemptions Appeal Body.

7.2.2 Should the appellant show good cause, the Independent Appeal Body may condone a late appeal.

7.2.3 A valid notice of appeal must be in writing clearly setting out the grounds on which the appeal is based and be accompanied by relevant supporting documentation.

7.2.4 Upon receipt of an appeal application, the General Secretary shall forward the appeal application together with the original application for exemption and supporting documents to the Independent Appeal Body for a decision

- 7.2.5 The General Secretary in consultation with the Independent Appeal Body will arrange a date, time and venue for the appeal hearing. The date of the hearing shall not be later than 30 days from which a valid appeal was filed with the Council.
- 7.2.6 The Independent Appeal Body shall hear and determine appeals in any manner it considers appropriate to determine the application fairly and quickly.
- 7.2.7 The Independent Appeal Body shall render a decision within fourteen days from the last date of the appeal hearing
- 7.2.8 Should the Independent Appeal Body reverse a decision of the Exemptions Committee, the Council must issue the applicant with a licence of exemption accordingly
- 7.2.9 The Independent Appeal Body has discretion to order against the appellant payment of all costs incurred by the Council in arranging and conducting the appeal in the event of it upholding the decision of the Exemptions Committee

## **8. EXEMPTION CRITERIA**

The Exemptions Committee and Independent Appeal Body must when considering an exemption application/appeal, take into account the following criteria:

- (a) any written and/or verbal substantiation provided by the applicant
- (b) fairness to the employer, its employees and other employers and the employees in the industry;
- (c) whether an exemption, if granted, would undermine this Agreement or the collective bargaining process;
- (d) whether it will make a material difference to the viability of a new business, or a business previously outside the jurisdiction of the Council;
- (e) unexpected economic hardship occurring during the currency of the Agreement, and job creation and/or loss thereof.
- (f) the infringement of basic conditions of employment rights;
- (g) the fact that a competitive advantage might be created by the exemption;
- (h) comparable benefits or provisions where applicable;
- (i) the applicant's compliance with other statutory requirements such as



the Occupational Injuries and Diseases Act or Unemployment Insurance; or

- (j) any other factor which is considered appropriate.