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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1316

6 November 1998

LABOUR RELATIONS ACT, 1995

LEATHER INDUSTRY: EXTENSION OF GENERAL GOODS AND HANDBAG SECTION COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council of the Leather Industry of South Africa and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 16 November 1998 and for the period ending 30 June 1999.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1316

6 November 1998

WET OP ARBEIDSVIRHOUDINGE, 1995

**LEERNYWERHEID: UITBREIDING VAN ALGEMENE GOEDERE EN HANDSAKSEKSIE
KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995 dat die Kollektiewe Ooreenkoms wat in die Bylae by die Engelse kennisgewing verskyn en wat in die Nasionale Bedingingsraad vir die Leernywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 16 November 1998, en vir die tydperk wat op 30 Junie 1999 eindig.

M. M. S. MDLADLANA**Minister van Arbeid**

Nota: Afskrifte van die Afrikaanse vertaling van hierdie ooreenkoms is op versoek beskikbaar by die Nasionale Bedingingsraad vir die Leernywerheid van Suid-Afrika.

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

Association of South African Manufacturers of Luggage, Handbags and General Goods

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

National Union of Leather and Allied Workers

and

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.

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ANNEXURE A—SERVICE CERTIFICATE**ANNEXURE B—SERVICE CERTIFICATE****ANNEXURE C—WAGE RATES****ANNEXURE D—GUARANTEE****GENERAL PROVISIONS APPLICABLE TO THE GENERAL GOODS AND
HANDBAG SECTION OF THE LEATHER INDUSTRY****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) 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 sections of the Leather Industry, respectively;
 - (b) in the Republic of South Africa, as it existed prior to the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), on the operations set forth in paragraph (1) to (3) of the definition of General Goods Section and on the operations set forth in paragraph (1) (b) and (c) of the definition of Industry or Leather Industry in Clause 3 of the Agreement;
 - (c) in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial Districts of Bellville, Goodwood and Durban, including that portion of the Magisterial Districts of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding that portion of the Magisterial District of Durban which, prior to the publication of Government Notices No. 1939 and 2067 of 10 September 1982 and 1 October 1982 respectively, fell within the Magisterial District of Inanda, on the operations set forth in paragraph (4) (a) of the definition of General Goods Section in clause 3 of the said Agreement, and in the Magisterial Districts of Wynberg, on the operations set forth in paragraph (4) (b) of the said definition;

- (d) in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 1683 of 7 August 1987, fell within the Magisterial Districts of Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria, Roodepoort and The Cape, on the operations set forth in paragraph (5) of the definition of General Goods Section in clause 3 of the said Agreement;
 - (e) in the Magisterial Districts of Bellville, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial Districts of Durban, Goodwood, Johannesburg and The Cape, on the operations set forth in paragraph (6) of the definition of Industry or Leather Industry in clause 3 of the said Agreement.
- (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) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2, 11 (3), 13 and 25.

2. PERIOD OF OPERATION

This Agreement shall come into operation 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 1999.

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;

"adult" means any employee of the age of 21 years or over;

"backer" in relation to balls, means an employee who reinforces leather by applying backing;

"ball" means a soccer ball, a rugby ball, a punch-ball, a netball ball, a cricket ball or a hockey ball;

"ball cleaner" means an employee who cleans balls and/or various component parts of a ball;

"blocker" in relation to balls, means an employee who hammers down or flattens seams by hand or machine;

"blocker Grade I" in relation to cricket and hockey balls means an employee who blocks the first two stages of the fall from a flat piece of leather and/or other material into a "cup" shape;

"blocker Grade II" in relation to cricket and hockey balls, means an employee who reblocks the cup in order to get a more definite shape;

"boiler attendant" means an employee who is actively employed on maintaining steam pressure and water content in any boiler and who may also be employed on the making and/or maintaining of fires;

"bonder Grade I" in relation to cricket and hockey balls, means an employee who joins the two cups with the two rows of stitching and the inner core by means of bonding material;

"boxer Grade I" in relation to balls, means an employee who handlaces balls of more than 18 panels;

"boxer Grade II" in relation to balls, means an employee who handlaces balls of 18 panels or less;

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

"core moulder" 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;

"cup moulder" 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 synthetic cup shaped outer;

"cutter Class I" means an employee engaged in the cutting by hand or machine of handbag outers other than trimmings, handles or small parts;

"cutter Class II" means an employee engaged in the cutting by hand or machine of any handbag part other than those referred to in the definition of a "cutter Class I";

"cutter" in relation to balls, means an employee who cuts the various component parts of a ball by hand or by means of a press;

"cutter Class I" in relation to saddlery, means an employee engaged in the cutting by hand of any component parts used in the manufacture of any or all of the following types of saddles: Australian buck-jumper, forward seat saddles, exercise saddles, racing saddles, Australian stockmen saddles, boer saddles, universal saddles, polo saddles, or any special saddle made to order;

"cutter Class II" in relation to saddlery, means an employee engaged in the cutting by hand of any component part used in the manufacture of any saddle other than the type of saddle referred to in the definition of a "cutter Class I";

"cutter Class I" in relation to travelling requisites, means an employee engaged on cutting leather outers by hand, but shall not include the cutting of small component parts such as handles, handle loops, tabs or tongues, straps or strap loops;

- "cutter Class II"** in relation to travelling requisites, means an employee engaged on any cutting other than that defined in the definition of "Cutter Class I" and other than a rotary cutting machine operator;
- "cutter Grade I"** in relation to cricket and hockey balls, means an employee who is engaged in the cutting off of the excess material from the moulded or blocked cups to form a half outer;
- "cutter Grade II"** in relation to cricket and hockey balls means an employee who is engaged in the cutting by hand or machine, of the outer and linings for cricket and hockey balls from any material;
- "despatch clerk"** 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 thereof;
- "dipper"** in relation to cricket and hockey balls means an employee who immerses the 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 of a motor vehicle"** means an employee engaged in driving a motor vehicle for the purpose of transporting personnel or goods and who on delivery of goods may accept payment therefore;
- "establishment"** means any place in which any operations in connection with the Industry are carried on;
- "experience"** means the total period or periods which the employee has had in the General Goods or Handbag Industry on any operation;
- "finisher"** in relation to balls, means an employee who—
- turns the ball right-side out; and
 - closes the ball by handlacing it; and
 - inserts the tongue and handstitches it into position;
- "finisher Grade I"** in relation to balls, means an employee who finishes balls of more than 18 panels;
- "finisher Grade II"** in relation to balls, means an employee who finishes balls of 18 panels or less;
- "fitter"** in relation to cricket and hockey balls means an employee who mass-measures, winds and assembles inners and outers in the correct mass;
- "fitting attacher Class I"** in relation to travelling requisites, means an employee engaged in attaching fittings such as locks, handles, hinges, bolts or draw bolts, clips, wooden or metal hoops, interior fittings such as hangers, etc., or any other like fittings to travelling requisites but shall not include the attaching of fittings as described in the definition of "fitting attacher Class II";
- "fitting attacher Class II"** in relation to travelling requisites, means an employee engaged in the attaching of buckles, press studs, locks or handles to brief cases, folio cases, gladstone bags or shopping bags;
- "foreman"** 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;
- "General Goods Section"** of the Leather Industry means the section of the Industry in which employers and employees are associated—
- for the manufacture mainly from leather of—
 - attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, shopping bags, knitting bags, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;
 - in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
 - for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas, or fabric or any combination thereof;
 - for the manufacture—
 - wholly or mainly from leather of footballs, punchballs, netball balls and boxing gloves; and
 - of leather-covered hockey and or cricket balls;
 - in establishments in which leather goods are not manufactured, for the manufacture, from materials other than leather of—
 - attache cases, bags and all other containers designed to hold personal effects, sporting kit and documents;
 - harnesses, bridles, saddlery, leggings, stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;

- (c) travelling requisites, including trunks, from materials other than leather, fibre, wood, cloth, canvas or fabric or any combination thereof:

Provided that paragraphs (a), (b) and (c) shall not be construed to include—

- (i) the manufacture of metal components and/or attachments;
- (ii) the manufacture of canvas bank bags, canvas kit bags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosive bags;
- (iii) the manufacture of any article from rubber;
- (iv) 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 thereof, means that Industry or undertaking in which employers and employees are associated in the production of printed matter of any nature whatsoever;
- (v) the manufacture of any articles from metal and of any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) any/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 plastics, 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:

Provided further that the word "plastic" as contained in paragraph (v) means any of the group of material 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 the manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded, into various shapes by flow, usually through the application, single or together, of heat and pressure;

"General Worker" means an employee employed on any unskilled manual operation such as—

- (1) cleaning premises, furniture or other articles;
- (2) carrying, moving and/or stacking raw materials;
- (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.

"gluer" in relation to cricket and hockey balls, means an employee who applies adhesive to a finished or semi-finished ball, which includes the sealing of stitches before bonding.

"Grade A employee" in relation to travelling requisites, means—

- (1) an employee engaged in operating any of the following machines or any machine similar thereto which is or may be designed to perform a function similar to that performed by any of these machines—
 - (a) belt sandpapering machine;
 - (b) bending machine;
 - (c) board creasing machine;
 - (d) cloth cutting machine;
 - (e) glueing machine;
 - (f) moulding or blocking machine;
 - (g) nailing machine;
 - (h) press cutting machine;
 - (i) puritan machine;
 - (j) slotting or punching machine;
 - (k) wood stapling or joining machine;
- (2) an employee engaged on any of the following operations:
 - (a) Edge tooling;
 - (b) embossing;
 - (c) framing;
 - (d) frame covering with leather;
 - (e) frame covering with materials other than leather;
 - (f) frame making;
 - (g) gusset preparing;

- (h) hand painting and/or varnishing;
- (i) hand shearing;
- (j) handle making;
- (k) metal rim attaching;
- (l) nailing;
- (m) outer covering with leather;
- (n) outer covering with materials other than leather;
- (o) rim rolling;
- (p) rivetting;
- (q) scoring;
- (r) spraying;
- (s) treadle guillotining

(3) an employee who, in terms of the definitions contained in this Agreement, is—

- (a) a cutter, Class II;
- (b) a fitting attacher, Class I;
- (c) a liner, Class I;
- (d) a machinist, Class I;
- (e) a woodworking machine operator, Class II.

“Grade B employee” in relation to travelling requisites, means—

- (1) an employee engaged on sandpapering by hand;
- (2) an employee who, in terms of the definitions contained in this Agreement is a fitting attacher, Class II.

“Grade C employee” means—

- (1) an employee engaged on any of the following operations:
 - (a) Creasing;
 - (b) drilling;
 - (c) folding;
 - (d) hand stitching;
 - (e) marking;
 - (f) silk screen printing.

- (2) an employee who in terms of the definitions contained in this Agreement is a liner, Class II.

“Grade D employee” in relation to travelling requisites, means an employee engaged on any of the following operations:

- (a) Operating a strap cutting machine;
- (b) Skiving.

“Grade E employee” in relation to travelling requisites, means an employee engaged on any of the following operations:

- (a) Binding and/or welt attaching, prior to stitching;
- (b) hammering in for corner stitching;
- (c) high frequency welding;
- (d) preparing fittings for operators;
- (e) putting on stays;
- (f) staining and/or polishing and/or rubbing up edges;
- (g) wooden frame assembling;

“Grade F employee” means an employee engaged on any of the following operations:

- (a) Packing;
- (b) softening leather;
- (c) cleaning and/or washing and/or surface polishing;
- (d) sorting scrap material;
- (e) thread cutting;
- (f) tying on keys;
- (g) nesting;
- (h) boxing;
- (i) carding;
- (j) assembling rug straps on handles;

"Grade G employee" in relation to travelling requisites, means an employee engaged on the positioning of rims and/or inner corners preparatory to rivetting or attaching and/or turning bags;

"Grade I employee" in relation to Handbags, means an employee engaged on any of the following operations: Stapling, rivetting, framing of purses, beading of Handbag outers, covering of Handbag frames, inserting of turn-locks or fittings;

"Grade II employee" in relation to Handbags, means an employee engaged on any operation other than those referred to in the definition of "Grade I employee", or one for which a specific wage is provided;

"half-day" means the usual morning of work of the establishment concerned;

"Handbag Section" means the section of the Industry in which employers and employees are associated for the manufacture of ladies' and/or children's handbag's;

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

"Hand Stitcher or Seamer" in relation to cricket and hockey balls means an employee who hand-sews a ball;

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

"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—

(1) for the manufacture from leather of—

- (a) footwear, including all types, but not including bespoke footwear;
- (b) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
- (c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets, and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;

(2) for the tanning, dressing and fellmongering of hides and skins;

(3) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;

(4) for the manufacture of all types of footwear from materials other than leather;

(5) for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

(6) for the manufacture of Handbags from materials other than leather in establishments in which leather goods referred to in paragraph (1) are not manufactured, but excluding the manufacture of Handbags—

- (a) wholly or mainly from metal;
- (b) from cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any constituent of paper;
- (c) wholly or mainly from plastics other than plastic sheeting material;

(7) For the manufacture, from leather and synthetic materials, of cricket balls, football balls, hockey balls, punch-balls, netball balls and boxing gloves;

(8) in establishments in which leather goods are not manufactured, for the manufacture from materials other than leather of—

- (a) attache cases, bags and all other containers designed to hold personal effects, sporting kits and documents;
- (b) harnesses, bridles, saddlery, leggings, stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;
- (c) travelling requisites, including trunks, from materials other than leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

Provided that paragraphs (a), (b) and (c) shall not be construed to include—

- (i) the manufacture of metal components and/or attachments;
- (ii) the manufacture of canvas bank bags, canvas kit bags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosive bags;
- (iii) the manufacture of any article from rubber;

- (iv) 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 thereof, means that Industry or undertaking in which employers and employees are associated in the production of printed matter of any nature whatsoever;
- (v) the manufacture of any articles from metal and/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 plastics, 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;

Provided further that the word "plastic" as contained in paragraph (v) means any 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 the manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded, into various shapes by flow, usually through the application, singly or together, of heat and pressure;

"learner" means an employee engaged in learning one or more operations in the Industry;

"Leather Industry"—see "Industry";

"liner" in relation to cricket and hockey balls means an employee who laminates the lining to the outer;

"liner Class I" in relation to travelling requisites, means an employee engaged in lining the interiors of travelling requisites with materials other than paper;

"liner Class II" in relation to travelling requisites, means an employee engaged in lining the interiors of travelling requisites with paper by means of pasting or glueing in, and shall include linen linings if inserted in the place of paper, provided that the method used shall follow that used in the case of paper;

"machinist Class I" in relation to travelling requisites, means an employee engaged in all sewing operations that involve the assembly of an article by means of sewing together, and all other sewing machine operations, including pilot sewing machine operating, but excluding puritan machining or corner stitching;

"motor vehicle" means a conveyance propelled by power other than human or animal power;

"mouthpiece positioner" in relation to balls means an employee who solutions and positions mouthpieces before machining;

"night hours" means the hours between 18:00 and 06:00;

"outwork" means work which is given out by or on behalf of an employer to be done or completed outside his registered factory on any component, materials or parts of a product falling within the scope of the Agreement;

"pay-load" means the "net carrying capacity" or the "net load" which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the local road transportation board in terms of the Road Transportation Act, 1977;

"personal goods" means belts, boxing gloves, straps, pouches, wallets, purses, watch and wrist straps, dog collars and leads, rug straps, draw-string 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;

"piece-work" means any system by which earnings are based on the quantity or output of work done;

"plastics" means any one of the group of material 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, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure;

"puritan machinist" in relation to cricket and hockey balls, means an employee who, with a puritan machine, stitches two or three parallel rows of decorative stitches on each cup;

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

"recutter" in relation to balls, means an employee who, by hand or machine cuts the parts of a ball to true shape after the parts of a ball to true shape after the parts have been stretched and who punches lace holes in panels;

"saddle" means a seat for a rider placed on the back of a horse or other animal;

"saddler Class I" means an employee engaged in the manufacture of any or all of the following types of saddles: Australian buckjumper, forward seat saddles, exercise saddles, racing saddles, Australian stock saddles, boer saddles, universal saddles, polo saddles, or any special saddle made to order;

- "saddler Class II"** means an employee engaged in the manufacture of any type of saddle other than a type of saddle referred to in the definition of "saddler Class I";
- saddlery** means all types of saddles, and for the purpose of this definition "saddle" means a seat for a rider placed on the back of a horse or other animal;
- "Secretary of the Council"** means the General Secretary of the Bargaining Council, and includes any other person appointed by the Bargaining Council to act in his capacity;
- "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 other unforeseen circumstances;
- "skiver"** in relation to cricket and hockey balls means an employee who skives linings;
- "sprayer"** in relation to cricket and hockey balls means an employee who applies a lacquer finish with a spray gun and/or waxes and buffs the ball;
- "squeezer"** in relation to cricket and hockey balls means an employee who flattens the seam of the ball after bonding by means of squeezing;
- "stamper"** in relation to cricket and hockey balls means an employee who stamps or embosses a name onto the ball;
- "storeman"** and/or **"warehouseman"** means an employee who is in general charge of stores and who is responsible for receiving goods into stores and who is responsible for receiving goods into stores and for the storing and handling thereof, the delivery thereof out of store to departments or for transit and/or for packing within the store or warehouse and the unpacking thereof;
- "stretcher"** in relation to balls, means an employee who stretches the component parts of a ball after they have been cut out by a cutter;
- "supplementary wage"** means the additional amount which an employee working on a supplementary wage scheme or wage incentive scheme may earn above his prescribed wage;
- "travelling requisites"** means suitcases and attache 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 childrens' handbags;
- "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;
- "wage incentive scheme"** or **"supplementary wage scheme"** means a system of remuneration whereby an employee is remunerated according to the quantity or output of work done, subject to the conditions that he shall, irrespective of the quantity or output of work done, receive not less than his prescribed wage;
- "wooden case"** means a case or attache case manufactured mainly from wood, which is intended to serve the same purpose as a suitcase or attache to serve the same purpose as a suitcase or attache case as known to the trade, and for the purposes of this definition, all articles manufactured in this manner and for this purpose shall be regarded as wooden cases;
- "woodworking machine operator Class I"** means an employee engaged in operating one or more of the following machines: A spindle, planer, thicknesser, jointer or dovetailing machine or any other like machine used for the planing, moulding, rebating or joining of wood and for the purposes of this definition shall not include a nailing machine, circular saw, bandsaw or portable circular saw or a machine used to join wood by means of stapling together, but includes the sharpening of cutting blades and grinding to shape of cutters and of setting up and making safe of the machines mentioned herein;
- "woodworking machine operator Class II"** means an employee engaged in the setting up and cutting, ripping or cross cutting by means of a power-driven circular saw, bandsaw, or portable circular saw of wood, plywood, wooden hoops, hardboard or any other wood composition board and/or feeding one or more of the machines mentioned in the definition of "woodworking machine operator Class I";
- "work necessitated by an emergency"** means any work which owing to unforeseen circumstances, including fire, storm, accident, epidemic, act of violence, strike, breakdown of plant or machinery or delay in the supply of materials which directly or indirectly affected the Industry, must be done without delay;
- "winder"** in relation to cricket and hockey balls means an employee who does the winding and wrapping around of the inner core with a soft thread and reinforces the ball.

4. WAGES, RATES AND REMUNERATION**(1) Minimum Wages**

- (1) 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.

(2) Attendance Bonus

- (i) An employee who does not absent himself for more than 15 minutes in any working week (other than absence authorised by his employer or on account of illness supported by a certificate signed by a registered practitioner), shall be paid at not less than the rate prescribed in Column B of Clause 1 of Annexure C for the operation performed by the employee.
- (ii) An employee who is aggrieved at not being paid at the "B" Rate may submit a written appeal to the District Committee in the area. The Committee, after considering the appeal, may confirm or reverse the employers decision.

(3) Calculation of Wages

Any calculated 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 a 37½ 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 on Friday in cash during working hours in a sealed envelope.

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 Fridays, including Saturdays before noon, at their hourly rate, plus 33%.

Saturday after noon, their hourly rate plus 50%.

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

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

(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 R100 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) half days paid leave of absence during the last three months of their pregnancy to attend pre-natal clinics.

(13) 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 five 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 7½ hours per shift.

6. OVERTIME**(1) Permitted Overtime Hours**

- (a) 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, and in the case of a non-party from the Independent Exemptions Body.

(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 consult with the shop stewards on the matter.

(2) Notification

At least 48 hours notification of short-time shall be given prior to implementation.

(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 hour's 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 break-down, 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 than 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

Public holidays and payment of public holidays shall be in accordance with the provisions of the Public Holidays Act, 1994.

(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 one week's wage.

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 the employee's weekly wage.

(8) Long Service Bonus

Every employee who has completed five 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 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: 4 days' wages.

25 years employment and longer: 5 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

The Holiday and Long Service Bonus shall be calculated on the employee's "B" Wage Rate, and shall be paid to the employee not later than the last working day before the establishment closes for the annual leave period.

(10) Maternity Leave

An employee who has completed 12 consecutive months employment with her employer shall be entitled to Maternity Leave. The period of maternity leave shall not exceed six 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.

(11) Paternity Leave

Upon submitting proof of the birth of his child, a male employee shall be entitled to one day's paid and one day's unpaid Paternity Leave.

(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 "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 subclause 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.

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 and in the case of a non-party by the Independent Exemptions Body 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**

An employer or employee who wishes to terminate the contract of employment must give on week's notice. For the purposes of this subclause, a "week's notice" means a full week's work or a full week's wage.

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.

(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 given 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) Termination of contract due to Short-Time

In the event of an employee working for a total of less than 42 hours during any period of four consecutive weeks due to short-time, the employee's contract of employment may be terminated, and shall be entitled to, in addition to any other remuneration due in terms of this agreement, one week's wages. In addition, the union may negotiate severance pay with the employer concerned.

(7) 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.

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 Minister may at the request of the Council 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 15 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 provisions 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 15th 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 Training

An elected shop steward shall be entitled to five days' paid leave in a calendar year to attend training courses. The granting of paid leave in terms of this subclause shall, be limited to one shop steward per 50 employees for whom trade union subscriptions are being deducted.

(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 specified 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

An employee who is engaged on two or more operations in any working week shall be paid at the highest rated operation performed for that week.

17. TOOLS

All tools shall be provide 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 specified registration form 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. GUARANTEE: LEAVE PAY AND CONTRIBUTIONS

(1) *Submission of Guarantee*

Every employer must, by the end of February each year, or in the case of a new employer within 14 days of registering with the Council, submit to the Council a Bank Guarantee in the form of Annexure D, or a certificate of insurance that security exists for the payment of accrued holiday pay in terms of Clause 8, four weeks' levies and contributions payable in respect of this or any other collective agreement concluded by the parties to the Council.

(2) *Utilisation of Guarantee*

The Council shall be entitled to utilise the Guarantee to pay any accrued leave allowances due to employees of the employer, and any amounts due to the Council in respect of levies and contributions in the event of such amounts being due but unpaid.

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 four 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.

(5) 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 to increase 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 and 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

Not 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 1/3%. 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 days 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 three 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 and 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 day's 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

(1) All applications for exemption from any provisions of this agreement shall be in writing in the form required by the Council and lodged with the local office of the Council.

(2) The District Committee shall consider all applications from a party to this Agreement (which shall include the members of such party) and may be subject to subclause 6, and on giving its reasons therefore, grant an exemption on any conditions and for any period it considers appropriate.

- (3) A party aggrieved by a decision of the *District Committee*, may appeal to the *Council* who shall consider the application subject to subclause 6, and on giving its reasons therefore, may grant an exemption on any conditions and for any period it considers appropriate. The decision of the *Council* shall be final.
- (4) All applications for exemptions from non-parties shall be referred to the Independent Exemptions Body hereby established by the *Council* in terms of this clause.
- (5) The Independent Exemptions Body shall consider all such applications in a manner it considers appropriate to determine the application fairly and quickly, which may be limited to a consideration of written motivation, or may include the hearing of evidence and arguments.
- (6) When considering an application for exemption, an appeal against a District committee decision or an application for the withdrawal of a licence of exemption, the Council or the Independent Exemptions body, as the case may be, shall take into account the following (the order not indicating any form of priority):
 - (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 not 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.
- (7) Having made a decision to grant or refuse an exemption application, the Independent Exemptions Body shall advise the applicants and the *Council* within 14 days of its decision, giving full reasons. The decision of the Independent Exemptions Body shall be final.
- (8) The *Council* shall issue to every person granted an exemption in terms of this clause a licence of exemption setting out—
 - (a) the applicant's name;
 - (b) the provisions of the Agreement from which exemption has been granted;
 - (c) the conditions relating to the exemption; and
 - (d) the period for which the exemption shall operate.
- (9) The *Council* may withdraw a licence of exemption granted to a party to this agreement by giving one week's notice to the party concerned, or may, in the case of a non-party, apply to the Independent Exemptions Body for the withdrawal of a licence granted.

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 of 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 subclause (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 subclause (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 subclause (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 shall appoint an Arbitrator from the Council's panel or arbitrators.
- (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) The Arbitrator must—
- (a) endeavour to conciliate the dispute; and
 - (b) if the dispute remains unresolved, 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, 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 compliance order has been issued and the party on whom the order has been issued has not objected to the order;
 - the dispute is capable of being determined by written evidence only;
 - the dispute is only about the interpretation of the Agreement; or
 - the parties to the dispute agree.
- (27) Notwithstanding the provisions of subclause (23), the Arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the Arbitrator is satisfied that—
- the parties have been properly served; and
 - it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings—
- the Arbitrator must issue an arbitration award with reasons, signed by the Arbitrator; and
 - 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—
- erroneously sought or made in the absence of any party affected by the award;
 - in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - 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.

25. 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:
- Doubt or a dispute over the interpretation or application of the part requested to be amended must exist;
 - such doubt or dispute must be as a consequence of the parties attempts at the rewording of such part during the simplification exercise; and
 - 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—
- reverting back to the wording of the part in the agreement prior to the simplification process; or
 - by a consensual amendment of the wording of the part to give effect to the true meaning of the part.

ANNEXURE

NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

SERVICE CERTIFICATE

SURNAME	ADDRESS/CHANGE OF ADDRESS
FIRST NAMES
PROVIDENT FUND No. D.O.B.
TAX No.
I.D. No.
EMPLOYEE'S SIGNATURE	

EXPERIENCE

[illegible]

N.B.: This card should be kept in a safe place as it is in 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 and 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.....

Reason for leaving:

Wage paid on date of leaving

Date of entering service

Date of leaving service.....

Issued at.....

Name of previous employer and date of leaving

Date

Signature of Employer/Secretary

ANNEXURE C

Nothing in this Agreement shall operate to reduce any time wage at present being paid which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer.

WAGE RATES

	Column A	Column B
	Per week	Per week
(A) The following wage rates shall be paid to employees engaged in the General Goods and Handbag Section of the Industry:		
(i) Boiler attendant.....	255,57	281,13
(ii) Driver of a motor vehicle authorised to carry or haul a payload of—		
(a) under 2 722 kg	255,57	281,13
(b) 2 722 kg.....	303,62	333,98
(c) over 2 722 kg but not exceeding 4 536 kg.....	360,70	396,77
(d) over 4 536 kg	417,84	459,62
Fork-lift driver	417,84	459,62
(iii) General worker	234,94	258,43
(iv) Grade F employee	234,94	258,43
(v) Night-watchman	255,57	281,13
(vi) Storeman and/or warehouseman, despatch clerk.....	303,62	333,98
(B) The following wage rates shall be paid to qualified employees engaged in the manufacture of travelling requisites:		
(i) Foreman.....	474,75	522,23
(ii) Power guillotine operator	417,84	459,62
(iii) Rotary cutting machine operator.....	417,84	459,62
(iv) Woodworking machine operator, Class I	417,84	459,62
(v) Cutter, Class I	394,96	434,46
(vi) Corner stitching machine operator.....	360,70	396,77
(vii) Grade A employee	303,74	334,11
(viii) Grade B employee	283,44	311,78
(ix) Grade C employee.....	255,57	281,13
(x) Grade D employee.....	234,94	258,43
(xi) Grade E employee	234,94	258,43
(xii) Grade G employee	234,94	258,43
(C) The following wage rates shall be paid to qualified employees engaged in the manufacture of saddlery:		
(i) Foreman.....	474,75	522,23
(ii) Cutter, Class I	360,70	396,77
(iii) Saddler, Class I.....	360,70	396,77
(iv) Cutter, Class II	320,78	352,86
(v) Saddler, Class II.....	320,78	352,86
(vi) Press cutter.....	303,62	333,98
(vii) Panel filler	255,57	281,13
(viii) Hand stitcher.....	255,57	281,13
(ix) Skiver	255,57	281,13
(x) Splitter.....	255,57	281,13
(xi) Strap cutting machine operator.....	234,94	258,43
(xii) Machinist.....	234,94	258,43

	Column A	Column B
	Per week	Per week
(xiii) Creaser	234,94	258,43
(xiv) Stainer	234,94	258,43
(D) The following wage rates shall be paid to qualified employees engaged in the manufacture of harnesses, etc.:		
(i) Foreman	474,75	522,23
(ii) Hand cutter	332,14	365,35
(iii) Press cutter	315,01	346,51
(iv) Prepared and finished	292,28	321,51
(v) Machinist	277,60	305,36
(vi) Hand stitcher	255,57	281,13
(vii) Splitter	255,57	281,13
(viii) Strap cutting machine operator	234,94	258,43
(ix) Employees engaged in staining and/or creasing and/or punching and/or shaping and/or tipping and/or embossing and/or rubbing up	234,94	258,43
(E) The following wage rates shall be paid to qualified employees engaged in the manufacture of braces, etc.:		
(i) Foreman	474,75	522,23
(ii) Press cutter	337,87	371,66
(iii) Hand cutter	255,57	281,13
(iv) Skiver	255,57	281,13
(v) Splitter	255,57	281,13
(vi) Machinist	234,94	258,43
(vii) Riveter	234,94	258,43
(vii) Employees engaged on creasing and/or eyeletting and/or finishing	234,94	258,43
(F) The following wage rates shall be paid to qualified employees engaged in the manufacture of personal goods:		
(i) Foreman	474,75	522,23
(ii) Hand cutter	337,87	371,66
(iii) Press cutter	337,87	371,66
(iv) Hand stitcher	255,57	281,13
(v) Skiver	255,57	281,13
(vi) Splitter	255,57	281,13
(vii) Machinist	234,94	258,43
(viii) Strap cutting machine operator	234,94	258,43
(ix) Riveter	234,94	258,43
(x) Leather moulder	234,94	258,43
(xi) Employees engaged in eyeletting and/or creasing and/or attaching fittings and/or locks and/or ornaments and/or punching and/or finishing and/or staining and/or embossing and/or framing of purses and/or inserting lining and/or inserting metal stiffeners and/or edge tooling and/or lacing or thonging and/or pointing or tipping and/or perforating and/or stapling and/or turning inside out and/or stuffing boxing gloves and/or cutting laces to length	234,94	258,43
(xii) High frequency welding	234,94	248,43
(G) The following wage rates shall be paid to learners, other than foreman, and other than those referred to in subclauses (A) and (H):		
During the first six months of experience	165,91	182,50
During the second six months of experience	190,45	209,50
During the third six months of experience	227,36	250,10

	Column A	Column B
	Per week	Per week
Provided that an adult employee who has had less than 12 months experience shall nevertheless be deemed to have had 12 months' experience.		
(H) 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:		
(i) Foreman.....	474,75	522,23
(ii) Cutter	332,87	371,66
(iii) Panel machinist.....	303,62	333,98
(iv) Splitter	255,57	281,13
(v) Finisher, Grade I	248,17	272,99
(vi) Finisher, Grade II	234,94	258,43
(vii) Mouthpiece machinist	234,94	258,43
(viii) Boxer, Grade I	234,94	258,43
(ix) Boxer, Grade II	234,94	258,43
(x) Employees engaged in cutting and/or punching lace holes and/or stamping job numbers and names and/or stretching and/or backing and/or ball cleaning and/or wrapping and/or packing and/or thread making and/or applying fixative lacquers and/or inflating bladders and/or inserting bladders and/or solutioning and/or blocking and/or positioning mouthpieces and/or cutting laces to length	234,94	258,43
(I) The following wage rates shall be paid to learners, other than foreman, engaged on the operations referred to in subclause (H):		
During the first six months experience	158,92	175,91
During the second six months experience	172,14	189,35
During the third six months experience	183,94	202,33
(J) The following wage rates shall be paid to qualified employees engaged in the manufacture of cricket and hockey balls in the Magisterial District of Wynberg:		
(i) Foreman.....	474,75	522,23
(ii) Cutter, Grade I	303,74	334,11
(iii) Puritan machinist	303,74	334,11
(iv) Hand closer	255,57	281,13
(v) Hand stitcher	255,57	281,13
(vi) Skiver	255,57	281,13
(vii) Splitter	255,57	281,13
(viii) Bonder, Grade I	234,94	258,43
(ix) Fitter	234,94	258,43
(x) Core moulder	234,94	258,43
(xi) Cup moulder	234,94	258,43
(xii) Cutter, Grade II	234,94	258,43
(xiii) Blocker, Grade I	234,94	258,43
(xiv) Bonder, Grade II	234,94	258,43
(xv) Employees engaged in spraying/buffing and/or stamping/embossing and/or blocking Grade II, and/or lining and/or wetting and/or labelling and/or cleaning and/or dipping and/or glueing and/or squeezing and/or winding	234,94	258,43
(K) The following wage rates shall be paid to learners, other than foremen, engaged on the operations referred to in subclause (J):		
During the first six months of experience	196,57	216,23
During the second six months of experience	223,26	245,59

	Column A	Column B
	Per week	Per week
(L) The following wage rates shall be paid to qualified employees engaged in the manufacture of Handbags:		
(i) Foreman.....	474,65	522,23
(ii) Cutter, Class I	383,52	421,87
(ii) Cutter, Class II	292,28	321,51
(iii) Machinist engaged on all sewing machine operations	303,02	333,32
(iv) Skivers	255,57	281,13
(v) Splitters	255,57	281,13
(vi) Handbag framers	292,28	321,51
(vii) Grade I employees	234,94	258,43
(viii) Grade II employees	234,94	258,43
(I) The following wage rates shall be paid to learners, other than foremen, engaged on the operations referred to in subclause (L):		
During the first six months experience	165,90	182,49
During the second six months experience	184,41	202,85
During the third six months experience	205,28	225,81
Provided that an adult employee who has had less than 12 months' experience shall nevertheless be deemed to have had 12 months' experience.		

2. PROPORTION AND RATIO OF EMPLOYEES

(1) Travelling requisites—

- Not less than one foreman shall be employed in every establishment.
- Not less than one woodworking machine operator (Class I) shall be employed in any establishment before a woodworking machine operator (Class II) is employed.
- In each of the wage categories listed in paragraphs (ii), (iii), (iv), (v), (vi), (vii), (viii) and (ix) or subclause (B) not more than one learner may be employed for every qualified employee employed in that category.

(2) Saddlery—

- not less than one foreman shall be employed in every establishment.
- In each of the wage categories listed in paragraphs (ii), (iii), (iv), (v), (vi) and (vii) of subclause (C), not more than one learner may be employed for every qualified employee employed in that category.
- In each of the wage categories listed in paragraphs (viii), (ix), (x), (xi), (xii) and (xiii) of subclause (C), not more than two learners may be employed for every qualified employee employed in that category.

(3) Harness—

- Not less than one foreman shall be employed in each establishment.
- For each employee receiving a wage of not less than R258,43 per week during the period ending 30 June 1998, not more than one employee may be employed at a wage less than R258,43 per week during the period ending 30 June 1998: 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 R258,43 per week during the period ending 30 June 1998, not more than one employee may be employed at a wage of less than R258,43 per week during the period ending 30 June 1998: 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 R258,43 per week during the period ending 30 June 1998, not more than one employee may be employed at a wage of less than R258,43 per week during the period ending 30 June 1998: 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 learner handbag framers shall be employed to every two qualified handbag framers employed in each establishment.

ANNEXURE D**GUARANTEE**

I/We the undersigned, duly authorised thereto in my/our capacity as of the do hereby bind the said in the sum of rand (South African currency) as sureties and co-principal debtors for the due payment to the National Bargaining Council of the Leather Industry of South Africa by of all monies due, payable to or become due and payable to him/them to the National Bargaining Council of the Leather Industry of South Africa in respect of the leave allowance, levies/contributions and subscriptions as identified in clause 19 of this Agreement and hereby renounce all the benefits from the legal exceptions of excussion and division, with the force or effect of which I/We hereby acknowledge myself/ourselves to be fully acquainted.

This guarantee is not negotiable or transferable and expires on 28 February 19 Subject to the National Bargaining Council of the Leather Industry of South Africa being entitled to claim payment upon this guarantee, notwithstanding such expiry, for any of the said sums due but unpaid at the said date of expiry of this guarantee.

Signed at this day of 19

.....
Signature of Guarantor

As Witnesses:

1.
2.

This Agreement signed at Port Elizabeth on behalf of the parties this 13th day of March 1998

D. OPIE

Member of the Council

A. A. VAN ROOYEN

Member of the Council

M. PAULSEN

Member of the Council

L. M. VAN LOGGERENBERG

General Secretary of the Council



LET YOUR MOUSE DO THE WALKING

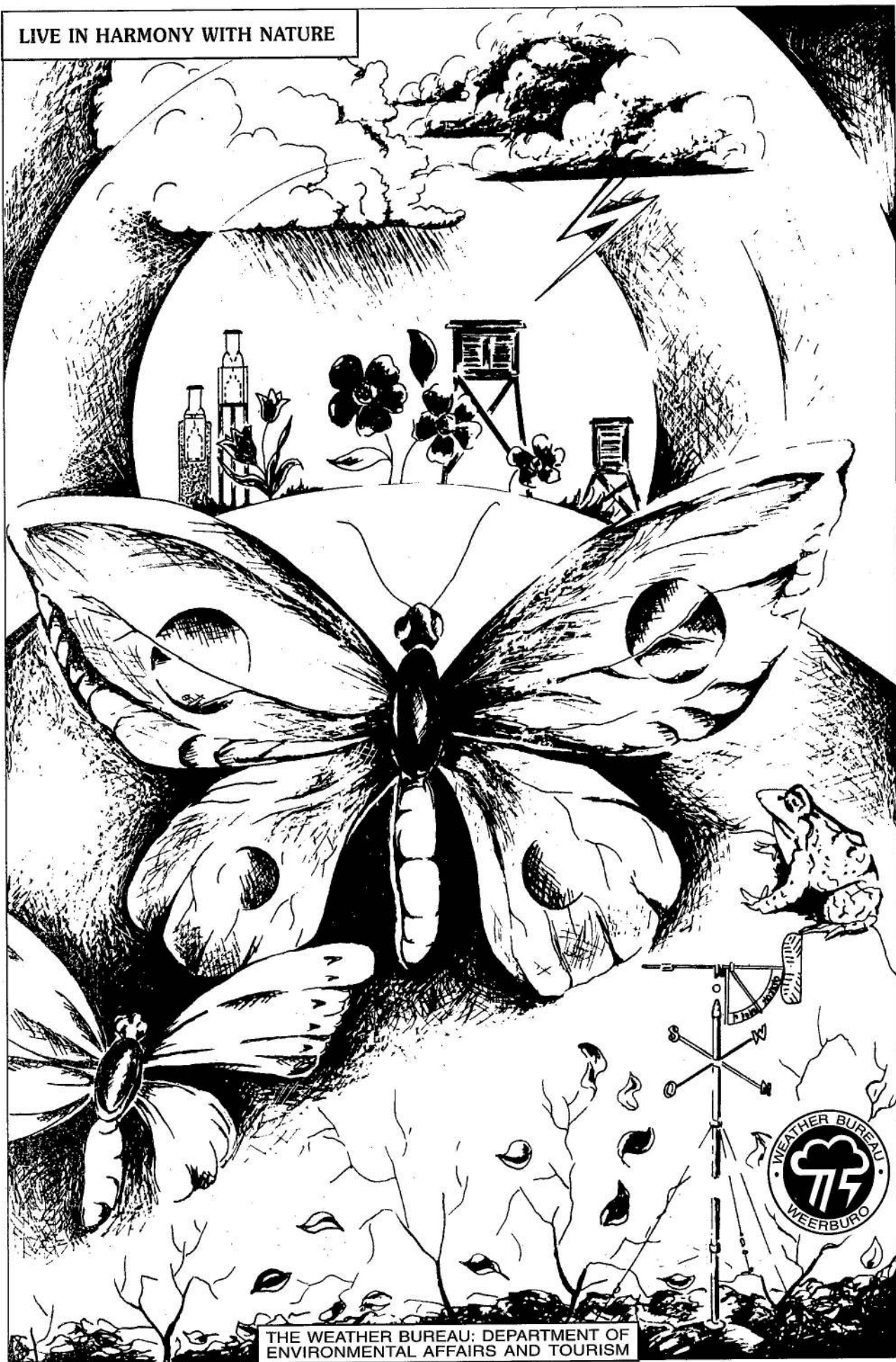
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THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM
DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSKE EN TOERISME

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