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**GOVERNMENT NOTICE**

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**DEPARTMENT OF LABOUR****No. R. 1018****7 December 2011****LABOUR RELATIONS ACT, 1995**

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF  
SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE GENERAL GOODS  
AND HANDBAG SECTION COLLECTIVE AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National 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 **12 December 2011** ..... and for the period ending 30 June 2016.

  
**MINISTER OF LABOUR**  
22/11/2011

**SCHEDULE****NATIONAL BARGAINING COUNCIL OF THE LEATHER  
INDUSTRY OF SOUTH AFRICA****GENERAL GOODS AND HANDBAG SECTOR  
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 (NULAW)**

and

**Southern African Clothing and Textile Workers' Union (SACTWU)**

(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 Notice No R.1216 of 4 October 2002 as further amended and renewed by Government Notices Nos. 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 and R. 524 of 24 June 2011.

## **1. CLAUSE 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' organisation, and by all employees who are members of the trade unions who are engaged or employed in the General Goods and Handbag Section of the Leather Industry respectively.
- (2) Notwithstanding the provisions of sub-clause (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) and 2.

## **2. CLAUSE 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 2016.

## **3. CLAUSE 19: AGENCY SHOP: EMPLOYERS' ORGANISATION**

Substitute the following for sub-clause (3):

“(3) The amount of the monthly membership fee or monthly levy shall be R200.00 per month per employer.”

#### **4. CLAUSE 25: TRADE UNION(S) BURSARY FUND**

Substitute the following for Clause 25:

“ 25(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's Bursary Funds will be effective from the date of coming into operation of this agreement”.

#### **5. ANNEXURE C WAGES**

Substitute the following for *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.

**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) .....	1222.21	1344.43
(ii) Chargehand (Grade B2) .....	928.63	1021.49
(iii) Despatch Clerk (Grade A3) .....	782.00	860.20
(iv) Driver of a motor vehicle authorised to carry or haul a payload of:		
(a) Under 2722 Kg (Grade B1) .....	810.50	891.55
(b) Over 2722 Kg (Grade B2) .....	928.63	1021.49
(v) General Worker (Grade A1) .....	604.84	665.32
(vi) Night Watchman (Grade A2) .....	657.98	723.78
(vii) Packer (Grade A1) .....	604.84	665.32
(viii) Storeman (Grade A3) .....	782.00	860.20
(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 .....	604.84	665.32
(ii) Grade A2 .....	657.98	723.78
(iii) Grade A3 .....	782.00	860.20
(iv) Grade B1 .....	810.50	891.55
(v) Grade B2 .....	928.63	1021.49
(vi) Grade B3 .....	1016.82	1118.50

(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 .....	604.84                      665.32
(ii)	Grade A2 .....	657.98                      723.78
(iii)	Grade A3 .....	782.00                      860.20
(iv)	Grade B1 .....	810.50                      891.55
(v)	Grade B2 .....	928.63                      1021.49
(vi)	Grade B3 .....	1016.82                      1118.50
(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 .....	490.32                      539.35
	During the second six months of experience .....	585.33                      643.86"

## 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 sub-clause (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 sub-clause (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

R665.32 per week during the period ending 30 June 2011, not more than one employee may be employed at a wage less than R665.32 per week during the period ending 30 June 2011: 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 R665.32 per week during the period ending 30 June 2011, not more than one employee may be employed at a wage of less than R665.32 per week during the period ending 30 June 2011: 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 R665.32 per week during the period ending 30 June 2011, not more than one employee may be employed at a wage of less than R665.32 per week during the period ending 30 June 2011: 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 sub-clause (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*.

## **6. CLAUSE 27: LIMITED DURATION EMPLOYMENT CONTRACT**

Substitute the following for Clause 27:

“(27) The engagement of employers of employees for a limited duration shall only be valid where there is a written contract in the form of *Annexure D* to this agreement of 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).

## **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.....

.....

.....

SIGNED BY THE PARTIES AT CAPE TOWN ON THIS THE 6<sup>th</sup> DAY OF JULY 2011.

S ESSON, Member of the Council

  
.....

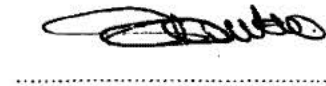
A BENJAMIN, Member of the Council

  
.....

B LOUBSER, Member of the Council

  
.....

S NAIDOO, General Secretary of  
the Bargaining Council

  
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