


**DEPARTMENT OF LABOUR
NOTICE 758 OF 2017**

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 the second Monday after date of publication of this notice and for the period ending 30 June 2021.

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M N OLIPHANT, MP
MINISTER OF LABOUR
DATE: 19/09/2017.....

UMNYANGO WEZABASEBENZI

R.

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA -1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI
 KWABAQASHI NABASEBENZI BEMBONI YEZIKHUMBA:
 UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI
 BESIGABA SEZIMPAHLA EZIJWAYELEKILE KANYE NEZIKHWAMA
 EZINCANE EZIPHATHWA ABESIFAZANE SELULELWA KULABO
 ABANGEYONA INGXEYENYE YESIVUMELWANO

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe WezabasSebenzi ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Kazwelonke Wokuxoxisana phathi Kwabaqashi Nabasebenzi Embonini Yezikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomsombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 30 kuNhlangulana 2021.

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M N OLIPHANT, MP

UNGQONGQOSHE WEZABASEBENZI

DATE: 19/09/2017

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

(a) **Association of South African Manufacturers of Luggage, Handbags and General Goods**

(Hereinafter referred to as the "employers" or the "employer organisation") of the one part, and the

(b) **National Union of Leather and Allied Workers (N.U.L.A.W)**

and

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

(Hereinafter referred to as the "employees" or the "trade unions") of the other part,

being the parties to the National Bargaining Council of the Leather Industry of South Africa, to amend the Agreement for the General Goods and Handbag Sector, published under Government Notices No. R.1193 of 17 December 2010, R.524 of 24 June 2011, R.1018 of 7 December 2011, R.885 of 2 November 2012, R.771 of 18 October 2013, R.790 of 17 October 2014, R.1044 of 30 October 2015, R.765 of 24 June 2016 and R.1280 of 21 October 2016.

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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 employer organisation, and by all employees who are members of the trade unions who are engaged or employed in the General Goods and Handbag sectors of the Leather Industry respectively.
- (2) Notwithstanding the provisions of subclause (1), the terms of this agreement shall apply only to employees for whom wages are prescribed in Annexure C to the agreement, and to the employers of such employees.
- (3) The terms of this agreement shall not apply to non-parties in respect of Clauses 1(1)(b) and 2(1).

2. CLAUSE 2 - DATE AND PERIOD OF OPERATION

- (1) This agreement shall come into operation for the parties on 1 July 2017 and remain in force for the period ending 30 June 2021.
- (2) This agreement shall come into operation for non-parties on such date as the Minister of Labour extends the agreement to non-parties, and shall remain in force for the period ending 30 June 2021.

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3. CLAUSE 4 – WAGES, RATES AND REMUNERATION

Amend subclause 1 as follows:

(1) Minimum Wages

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

4. CLAUSE 8 - PUBLIC HOLIDAYS, ANNUAL HOLIDAYS AND MATERNITY LEAVE

Substitute the following for subclause 11: Family Responsibility Leave

(1) This clause applies to an employee -

- (a) who has been in employment with an employer for longer than four months; and
- (b) who works for at least four days a week for that employer.

(2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take-

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) when the employee's spouse or life partner is sick or
- (d) in the event of the death of—
 - (i) the employee's spouse or life partner; or



(ii) the employee's parent, adoptive parent, grandparent, child,

Adopted child, grandchild or sibling.

(3) Subject to subclause (5), an employer must pay an employee for a day's family responsibility leave—

(a) the wage the employee would ordinarily have received for work on that day; and

(b) on the employee's usual pay day.

(4) An employee may take family responsibility leave in respect of the whole or a part of a day.

(5) Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in subclause (1) for which the leave was required.

(6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

5. CLAUSE 13 - ORGANISATIONAL RIGHTS

Amend subclause 13(4)(i) shall be amended as follows:

Shop Stewards Leave

(i) An elected shop steward shall be entitled to six days' paid leave and one day's unpaid leave in a calendar year to attend training courses or any other union business. The granting of paid leave in terms of this sub-clause, shall be limited to one shop steward if there are between 10 and 50 employees for whom trade union



subscriptions are being deducted and thereafter one shop steward for every additional 50 employees for whom trade union subscriptions are being deducted

6. CLAUSE 19- AGENCY SHOP: EMPLOYER ORGANISATION

Amend subclause 3 as follows:

3. The amount of the monthly membership fee or monthly shall be R400.00 per month per employer.

7. CLAUSE 28 – AGENCY SHOP AGREEMENT

Amend subclause 6 as follows:

- (6) The agency fee shall be equal to 1% (one percent) of the employee's basic weekly wage up to a maximum amount of R15.64

8. 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."



SCHEDULE A**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)	1895.02	2084.52
(ii) Chargehand (Grade B2)	1439.82	1583.80
(iii) Despatch Clerk (Grade A3)	1212.48	1333.73
(iv) Driver of a motor vehicle authorised to carry or haul a payload of:		
(a) Under 2722 Kg (Grade B1)	1256.68	1382.35
(b) Over 2722 Kg (Grade B2)	1439.82	1583.80
(v) General Worker (Grade A1)	937.79	1031.57
(vi) Night Watchman (Grade A2)	1020.19	1122.21
(vii) Packer (Grade A1)	937.79	1031.57
(viii) Storeman (Grade A3)	1212.48	1333.73
(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	937.79	1031.57
(ii) Grade A2	1020.19	1122.21
(iii) Grade A3	1212.48	1333.73
(iv) Grade B1	1256.68	1382.35
(v) Grade B2	1439.82	1583.80
(vi) Grade B3	1576.55	1734.21

	Column A Per Week	Column B Per Week
(C) The following wage rates shall be paid to qualified employees engaged in the manufacture of balls in the Magisterial Districts of Bellville, Goodwood and Durban and Cricket and Hockey Balls in the Magisterial District of Wynberg:		
(i) Grade A1	937.79	1031.57
(ii) Grade A2	1020.19	1122.21
(iii) Grade A3	1212.48	1333.73
(iv) Grade B1	1256.68	1382.35
(v) Grade B2	1439.82	1583.80
(vi) Grade B3	1576.55	1734.21
(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	760.22	836.24
During the second six months of experience	907.55	998.31

2. PROPORTION AND RATIO OF EMPLOYEES

(1) Travelling requisites -

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

(2) Saddlery -

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

qualified employee employed in that category.

(3) Harness -

- (a) Not less than one foreman shall be employed in each establishment.
- (b) For each employee receiving a wage of not less than R1031.57 per week during the period ending 30 June 2018, not more than one employee may be employed at a wage less than R1031.57: 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 R1031.57 per week during the period ending 30 June 2018, not more than one employee may be employed at a wage less than R1031.57 per week during the period ending 30 June 2018: 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 R1031.57 per week during the period ending 30 June 2018, not more than one employee may be employed at a wage less than R1031.57 per week during the period ending 30 June 2018: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.



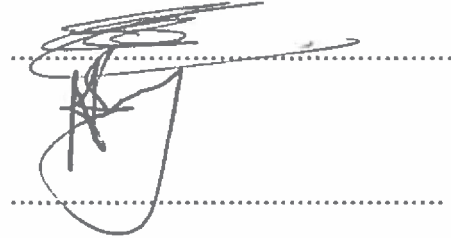
(6) Handbags –

- (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*.



SIGNED BY THE PARTIES AT **DURBAN** ON THIS THE 25th DAY OF JULY 2017.

S ESSON, Member of the Council



A BENJAMIN, Member of the Council



V MEMBINKOSI, Member of the Council



S NAIDOO, General Secretary of
the Bargaining Council

