

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1587

10 December 2021

## LABOUR RELATIONS ACT, 1995

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

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **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 the date of publication of this notice and for the period ending 30 June 2026.



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**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 26/11/2021

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI  
BEMBONI YEZIKHUMBA: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI  
BESIGABA SOKUSHUKWA KWEZIKHUMBA ESICHIBIYELAYO, SELULELWA KULABO  
ABANGEYONA INGXYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kuMkhandlu KaZwelonke Wokuxoxisana phakathi 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 kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuNhlangulana 2026.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI**  
USUKU: 26/11/2021

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

**COLLECTIVE AGREEMENT: TANNING SECTION**

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

**South African Tanning Employers' Organisation (SATEO)**

(hereafter referred to as the "employers" or the "employers' organisation")

and the

**Southern African Clothing and Textile Workers' Union**

And

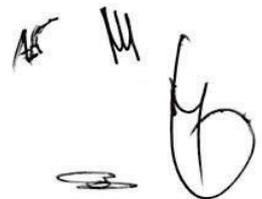
**National Union of Leather and Allied Workers (N.U.L.A.W)**

(hereafter referred to as the "employees" or the "trade unions")

being parties to the National Bargaining Council of the Leather Industry of South Africa, to extend and amend the Agreement published under Government Notices No R.1318 of 6 November 1998 as further amended, renewed and re-enacted under Government Notices Nos. R287 of 12 March 1999, R.1017 of 27 August 1999, R.47 of 28 January 2000, R.555 of 9 June 2000, R.128 of 9 February 2001, R.389 of 18 May 2001, R823 of 7 September 2001, R.1230 of 30 November 2001, R.693 of 17 May 2002, R.1531 of 13 December 2002, R.714 of 6 June 2003, R.1357 of 3 October 2003, R.748 of 25 June 2004, R.592 of 24 June 2005, R593 of 24 June 2005, R.335 of 13 April 2006, R.631 of 30 June 2006, R.1269 of 15

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December 2006, R.513 of 22 June 2007, R.1068 of 16 November 2007, R.1038 of 3 October 2008, R.474 of 8 May 2009, R.1184 of 18 December 2009, R.1191 of 17 December 2010, R.523 of 24 June 2011, R.886 of 28 October 2011, R886 of 2 November 2012, R.770 of 18 October 2013, R.789 of 17 October 2014, R.1045 of 30 October 2015, R.764 of 24 June 2016, R.1281 of 21 October 2016, 757 of 29 September 2017, R.1229 of 16 November 2018, R.1393 of 30 October 2019, R.218 of 18 March 2021 and R.455 of 28 May 2021.

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## 1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this agreement will be observed in the tanning 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, and who are engaged or employed in the said section of the industry.
- (2) The terms of this Agreement will apply only to employees for whom wages are prescribed in terms of this agreement, and to employers of such employees.
- (3) The terms of this agreement will not apply to non parties in respect of clauses 1 (1)(b) and 2 (1).

## 2. DATE AND PERIOD OF OPERATION

- 1) This Agreement will come into operation for the parties on 1 July 2021 and remain in force for the period ending 30 June 2026.
- 2) This Agreement will come into operation for non-parties on such date as the Minister of Employment and Labour extends the agreement to them, and will remain in force for the period ending 30 June 2026.

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### 3. CLAUSE 9: TERMINATION OF EMPLOYMENT

#### Subclause 9.2: Severance Pay

Delete subclause 9.2(2)

### 4. CLAUSE 13: DISPUTE RESOLUTION

Substitute the following for Clause 13

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



- (c) refer the dispute for conciliation to the Disputes Committee of the Council;
  - (d) issue a compliance order; or
  - (e) refer the dispute to arbitration in terms of this Agreement.
- (8) If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.
- (9) Where a dispute is referred to conciliation, the conciliator or disputes committee must attempt to resolve the dispute within a period of 30 days or within an extended period as agreed by the parties to the dispute.
- (10) Where a dispute is not resolved after a conciliation meeting, or after 30 days, or after any extended period as agreed between the parties, the Council must issue a certificate stating that the dispute was not resolved.
- (11) Where the Act requires a dispute to be resolved through arbitration and a certificate has been issued in terms of (10), any party may request the Council to appoint an arbitrator to resolve the dispute. Such request must be made within 30 days of the date of the certificate issued in terms of (10). The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.
- (12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- (13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.
- (14) If a party objects, the Secretary may take any of the steps referred to in sub-clause (7) except the issue of another compliance order.
- (15) If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.
- (16) If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the Council's panel of arbitrators. Arbitrators serving on the panel shall be appointed to arbitrate matters on a rotational basis, unless the parties to the dispute agree on an Arbitrator from the panel, with the next available Arbitrator being appointed should any panel member(s) not be available in terms of such rotation.

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- (17) The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.
- (18) The Secretary must serve notices of the date, time and venue of the arbitration on:
  - (a) the parties to the dispute;
  - (b) any person who may have a legal interest in the outcome of the arbitration.
- (19) Unless this agreement provides otherwise, the Arbitrator must resolve the dispute through arbitration.
- (20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
- (22) The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.
- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.
- (24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- (25) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may-
  - (a) continue with the arbitration proceedings in the absence of that party;
  - or
  - (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-

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



which is binding on that party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.

- (b) The maximum penalty that the Arbitrator may be impose-
- (i) for a failure to comply with a provision of the collective agreement not involving a failure to pay any amount due to an employee/party is the penalty determined in terms of Table One;
- (ii) for a failure to comply with a provision of the collective agreement involving a failure to pay any amount due to an employee/party is the penalty determined in terms of Table Two.

**TABLE ONE:  
MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT**

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

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**TABLE TWO**  
**MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT**

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

## 5. CLAUSE 7: REMUNERATION

### Clause 7.1 Wages and Wage Rates

5.1 Substitute the following for subclause (1):

- (1) An employer will pay an employee at least the wages prescribed in terms of Schedule 1 for the operation performed by the employee.

5.2 Substitute Schedule 3 with Schedule 1 as follows:

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**SCHEDULE 1**  
**WAGES AND WAGE RATES**

	<u>Rate Per Hour</u>
1	
<b>Lime/Tan Yard, Shaving, Splitting, Dyeing, Drying and Finishing Section Rates:</b>	
<b>Band A1 employees engaged in:</b>	
ROUNDING .....	55.82
SPLITTING .....	69.07
<b>Band A2 employees engaged in:</b>	
SHAVING .....	59.18
<b>Band B employees engaged in:</b>	
COLOUR MATCHING .....	52.17
GLAZING .....	52.17
HAND SPRAYING .....	55.12
HAND TIPPING .....	52.17
PILOT PLANT OPERATING .....	55.12
POLISHING .....	52.17
<b>Band C employees engaged in:</b>	
ASSISTING SPLITTER .....	51.42
BRUSHING .....	51.42
BUFFING .....	51.42
CHEMICAL WEIGHING .....	51.42
COLOUR MIXING .....	51.42
CURTAIN COATING .....	51.42
CONDITIONING .....	48.04
DRUM OPERATING .....	48.04
DRY CLEANING MACHINE .....	48.04
EMBOSSING/PRINTING .....	51.42
FLESHING (HAND OR MACHINE) .....	51.42
HIDE STAMPING .....	48.58
HYDRAULIC PRESS .....	51.42
MEASURING .....	51.42
PADDING .....	51.42
PASTING .....	51.42
ROLLER COATING .....	51.42
ROTOR PRESS .....	51.42
ROTOR SPRAYING .....	51.42
SAMMYING .....	51.42
SETTING .....	51.42
SOLE ROLLING .....	51.42
STAKING .....	51.42
TRIMMING AFTER SHAVING .....	48.04
VACUUM DRYING .....	51.42

	<b>Band D employees engaged in:</b>	
	EFFLUENT PLANT OPERATOR	47.36
	FLESH TRIMMING .....	47.36
	HANG DRYING .....	47.36
	MILLING .....	47.36
	SUBSTANCE CHECKING .....	47.36
	TOGGLING .....	47.36
	<b>Band E Employees</b>	
	General Workers on operations as defined in the Definition Of "General Worker" .....	40.02
	Learners employed on operations specified in Bands A1, A2, B and C will be paid on the following basis:	
	First six months of experience .....	80% of prescribed wage
	Second six months of experience .....	90% of prescribed wage
2	<b>Quality examining and/or Sorting rates:</b>	
	<b>Band A1 employees engaged as a:</b>	
	FINAL SORTER.....	55.82
	WET BLUE SORTER.....	55.82
	<b>Band B employees engaged as a:</b>	
	CRUST SORTER.....	52.17
	<b>Band C employees engaged as a:</b>	
	SPLIT SORTER.....	51.42
3	<b>Fellmongering Section Rates:</b>	
	<b>Band B Employees engaged in –</b>	
	PICKLE SORTING .....	52.17
	<b>Band C Employees engaged in –</b>	
	BREAK FLESHING .....	51.42
	FINAL FLESHING .....	51.42
	PICKLE DRUM OPERATING .....	48.04
	SULPHIDE PAINTING .....	48.04
	<b>Band D Employees engaged in –</b>	
	BREAK FLESHING ASSISTANT .....	47.36
	COUNTING AND PACKING .....	47.36
	DRUM CLOSING .....	47.36
	HAND WOOL PULLING .....	47.36
	MACHINE WOOL PULLING .....	47.36
	PADDLE OPERATING .....	47.36
	WOOL BALING / PACKING .....	47.36
	WOOL DRYING .....	47.36
	WOOL PICKING .....	47.36
	WOOL WASHING .....	47.36

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	<b>Band E Employees</b> General Workers on operations as defined in the Definition Of "General Worker" .....	40.02
	Learners employed on operations as specified in Bands B and C will be paid on the following basis:	
	First six months of experience .....	80% of prescribed wage
	Second six months of experience .....	90% of prescribed wage
4	<b>Wool-Skin Processing and Operations not elsewhere Specified rates:</b>	
	<b>Band C employees engaged in –</b>	
	CARDING .....	49.17
	COMBING .....	49.17
	CUTTING TO PATTERNS .....	48.38
	IRONING .....	49.17
	SHEARING .....	49.17
	STITCHING BY MACHINE.....	50.07
5	<b>Cutting Section Rates:</b>	
	<b>Band A1 employees engaged in:</b>	
	CUTTER 1 .....	60.09
	FINAL INSPECTING .....	55.82
	<b>Band A2 employees engaged in:</b>	
	HAND CUTTING .....	55.82
	<b>Band B employees engaged in:</b>	
	COMPONENT SPLITTING .....	50.78
	CUTTER 2 .....	55.12
	HIDE MARKING .....	55.12
	<b>Band C employees engaged in:</b>	
	COMPONENT PACKING .....	48.58
	LAMINATING .....	48.58
	LAYING OUT .....	48.58
	PERFORATING .....	48.58
	STAMPING (PIECE MARKING) .....	48.58
	TEMPLATE CONTROL .....	48.58

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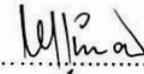
		<b>Rate Per Hour</b>
	Learners employed on operations as specified in Bands A1, A2, B and C will be paid on the following basis:	
	First six months of experience .....	80% of prescribed wage
	Second six months of experience .....	90% of prescribed wage
	<b>Band E Employees</b>	
	General Workers on operations as defined in the Definition Of "General Worker" .....	40.02
6	<b>The following wage rates will be paid to employees other than those referred to in 1, 2, 3, 4 and 5:</b>	
	<b>Band A2 employees engaged as a:</b>	
	Motor Vehicle Delivery Driver..... (Code C Licence or higher)	55.05
	<b>Band B employees engaged as a:</b>	
	Despatch Clerk .....	50.39
	Handyman .....	49.42
	Motor Vehicle General Driver .....	51.48
	(Code C1 Licence or lower)	
	Spray Gun Mechanic .....	55.12
	Storeman and/or Warehouseman .....	50.39
	Tractor Driver .....	51.48
	<b>Band C employees engaged as a:</b>	
	Boiler Attendant .....	48.58
	Forklift Driver .....	51.42
	Security Guard .....	48.58
	Store Assistant and/or Warehouseman Assistant .....	48.58
	<b>Band D employees engaged as a:</b>	
	Nylon Replacer .....	47.36

SIGNED IN DURBAN ON THIS 28<sup>th</sup> DAY OF AUGUST 2021

M OOSTHUIZEN, Member of the Council

  
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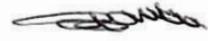
V MEMBINKOSI, Member of the Council

  
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A BENJAMIN, Member of the Council

  
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S NAIDOO, General Secretary of the Council

  
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