

DEPARTMENT OF EMPLOYMENT AND LABOUR

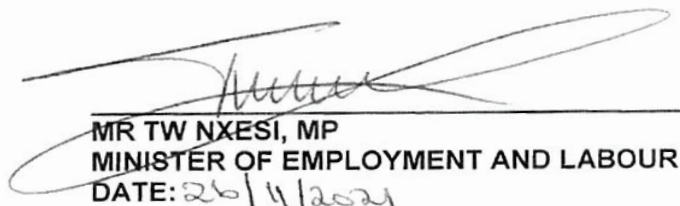
NO. R. 1588

10 December 2021

LABOUR RELATIONS ACT, 1995

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




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 SEZIMPAHLA EZIJWAYELEKILE KANYE NEZIKHWAMA EZINCANE EZIPHATHWA
ABESIFAZANE 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
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 organization") 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, R.1280 of 21 October 2016, 758 of 29 September 2017, R.1230 of 16 November 2018, R.1413 of 01 November 2019, R.219 of 18 March 2021 and R.453 of 28 May 2021.

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

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**3. CLAUSE 8: PUBLIC HOLIDAYS, ANNUAL HOLIDAYS AND
MATERNITY LEAVE**

Amend subclause (14) "Paid Sick Leave" as follows;

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

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certificate.

- (iv) Medical certificates must be issued and signed by a Medical Practitioner, or any person who is certified to diagnose and treat patients, and who is registered with a professional Council established by an Act of Parliament.

4. CLAUSE 10: TERMINATION OF EMPLOYMENT

Substitute the following for subclause (1) "Notice Period" :

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

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

5. CLAUSE 24: DISPUTE RESOLUTION

Substitute the following for Clause 24

- (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

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- 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

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- parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.
- (12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
 - (13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.
 - (14) If a party objects, the Secretary may take any of the steps referred to in sub-clause (7) except the issue of another compliance order.
 - (15) If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.
 - (16) If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the Council's panel of arbitrators. Arbitrators serving on the panel shall be appointed to arbitrate matters on a rotational basis, unless the parties to the dispute agree on an Arbitrator from the panel, with the next available Arbitrator being appointed should any panel member(s) not be available in terms of such rotation.
 - (17) The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.
 - (18) The Secretary must serve notices of the date, time and venue of the arbitration on:
 - (a) the parties to the dispute;
 - (b) any person who may have a legal interest in the outcome of the arbitration.
 - (19) Unless this agreement provides otherwise, the Arbitrator must resolve the dispute through arbitration.
 - (20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
 - (21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
 - (22) The arbitrator may suspend the arbitration proceedings and attempt to

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resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.

- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.
- (24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- (25) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may-
 - (a) continue with the arbitration proceedings in the absence of that party; or
 - (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-
 - (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
 - (b) the dispute is capable of being determined by written evidence only;
 - (c) the dispute is only about the interpretation of the Agreement; or
 - (d) the parties to the dispute agree.
- (27) Notwithstanding the provisions of sub-clause (23), the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that-
 - (a) the parties have been properly served; and
 - (b) it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings -
 - (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
 - (b) the Council must serve a copy of that award on each party to the dispute.
- (29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be

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served and filed.

- (30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.
- (31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-
 - (a) erroneously sought or made in the absence of any party affected by the award;
 - (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - (c) granted as a result of a mistake common to the parties to the proceedings.
- (32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.
- (33) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement or recover any money due.
- (34) (a) If the Arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.
 - (b) The maximum penalty that the Arbitrator may be impose-
 - (i) for a failure to comply with a provision of the collective agreement not involving a failure to pay any amount due to an employee/party is the penalty determined in terms of Table One;
 - (ii) for a failure to comply with a provision of the collective agreement involving a failure to pay any amount due to an employee/party is the penalty determined in terms of Table Two.



TABLE ONE:
MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

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

TABLE TWO
MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

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

5. ANNEXURE C –

Substitute Annexure “C” with the following:

“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.”

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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)	2351.10	2586.21
(ii) Chargehand (Grade B2)	1786.36	1965.00
(iii) Despatch Clerk (Grade A3)	1504.29	1654.72
(iv) Driver of a motor vehicle authorised to carry or haul a payload of:		
(a) Under 2722 Kg (Grade B1)	1559.12	1715.03
(b) Over 2722 Kg (Grade B2)	1786.36	1965.00
(v) General Worker (Grade A1)	1163.48	1279.83
(vi) Night Watchman (Grade A2)	1265.73	1392.30
(vii) Packer (Grade A1)	1163.48	1279.83
(viii) Storeman (Grade A3)	1504.29	1654.72
(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	1163.48	1279.83
(ii) Grade A2	1265.73	1392.30
(iii) Grade A3	1504.29	1654.72
(iv) Grade B1	1559.12	1715.03
(v) Grade B2	1786.36	1965.00
(vi) Grade B3	1955.98	2151.58

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	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	1163.48	1279.83
(ii) Grade A2	1265.73	1392.30
(iii) Grade A3	1504.29	1654.72
(iv) Grade B1	1559.12	1715.03
(v) Grade B2	1786.36	1965.00
(vi) Grade B3	1955.98	2151.58
(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	943.19	1037.51
During the second six months of experience	1125.97	1238.57

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 R1279.83 per week during the period ending 30 June 2022, not more than one employee may be employed at a wage less than R1279.83: 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 R1279.83 per week during the period ending 30 June 2022, not more than one employee may be employed at a wage less than R1279.83: 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 R1279.83 per week during the period ending 30 June 2022, not more than one employee may be employed at a wage less than R1279.83: 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*.

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

SIGNED AT DURBAN ON THIS 31st DAY OF AUGUST 2021.

H STRAUSS, Member of the Council



A BENJAMIN, Member of the Council



V MEMBINKOSI, Member of the Council



S NAIDOO, General Secretary of
the Bargaining Council

