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#### IMPORTANT ANNOUNCEMENT

### Closing times PRIOR TO PUBLIC HOLIDAYS for

#### **GOVERNMENT NOTICES, GENERAL NOTICES, REGULATION NOTICES AND PROCLAMATIONS**

The closing time is **15:00** sharp on the following days:

- 13 December, Thursday, for the issue of Friday 21 December 2012
- 18 December, Tuesday, for the issue of Friday 28 December 2012
- 21 December, Friday, for the issue of Friday 4 January 2013

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is accepted, a double tariff will be charged

The copy for a SEPARATE Government Gazette must be handed in not later than three calendar weeks before date of publication

### GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

### DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 881 2 November 2012

**LABOUR RELATIONS ACT, 1995** 

## BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE): EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT

I, THEMBINKOSI MKALIPI, Chief Director: Labour Relations, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notices Nos. R. 936 of 6 August 1999, R. 260 of 24 March 2000, R. 781 of 11 August 2000, R. 1210 of 1 December 2000, R. 297 of 6 April 2001, R. 20 of 11 January 2002, R. 162 of 15 February 2002, R. 926 and R. 927 of 27 June 2003, R. 1013 of 3 September 2004, R. 1143 and R. 1153 of 8 October 2004, R. 626 and R. 627 of 1 July 2005, R. 322 of 28 March 2008, R. 530 of 16 May 2008, R. 934 of 22 October 2010, R. 326 of 15 April 2011 and R. 431 of 20 May 2011 by a further period ending 31 October 2013.

T MKALIPI

**CHIEF DIRECTOR: LABOUR RELATIONS** 

No. R. 881 2 November 2012

#### **WET OP ARBEIDSVERHOUDINGE, 1995**

#### BEDINGINGSRAAD VIR DIE WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP): VERLENGING VAN TYDPERK VAN HOOF KOLLEKTIEWE OOREENKOMS

Ek, **THEMBINKOSI MKALIPI** Hoof Direkteur: Arbeidsverhudinge, behoorlik daartoe gemagtig deur die Minister van Arbeid, verleng hierby, kragtens artikel 32(6)(a)(i) van die Wet op Arbeidsverhoudinge, 1995, die tydperk vasgestel in Goewermentskennisgewings Nos R. 936 van 6 Augustus 1999, R. 260 van 24 Maart 2000, R. 781 van 11 Augustus 2000, R. 1210 van 1 Desember 2000, R. 297 van 6 April 2001, R. 20 van 11 Januarie 2002, R. 162 van 15 Februarie 2002, R. 926 en R. 927 van 27 Junie 2003, R. 1013 van 3 September 2004, R. 1143 en R. 1153 van 8 Oktober 2004, R. 626 en R. 627 van 1 Julie 2005, R. 322 van 28 Maart 2008, R. 530 van 16 Mei 2008, R. 934 van 22 Oktober 2010, R. 326 van 15 April 2011 en R. 431 van 20 Mei 2011 met 'n verdere tydperk wat op 31 Oktober 2013 eindig.

T MKALIPI

**HOOF DIREKTEUR: ARBEIDSHOUDINGE** 

No. R. 882 2 November 2012

#### **LABOUR RELATIONS ACT, 1995**

## BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL): EXTENSION TO NON-PARTIES OF AMENDING COLLECTIVE AGREEMENT

I, MILDRED	NELISIW	E OLIPHA	<b>ANT</b> , Minister	of Labour,	hereby in	terms of
section 32(2	e) of the L	abour Re	lations Act, 19	95, declare	that the	Collective
Agreement v	which appe	ars in the	Schedule here	eto, which w	as conclud	ded in the
Bargaining C	Council for t	the Laundr	y, Cleaning and	d Dyeing Inc	dustry (Nat	al), and is
binding in te	rms of sec	tion 31 of	the Labour Re	lations Act,	1995, on t	he parties
which conclu	uded the a	greement,	shall be bindi	ng on the o	ther empl	oyers and
employees	in	that	Industry,	with	effect	from
			12 Novemb	er 2012		and
for the period	d endina 31	Decembe	er 2015.			

MN OLIPHANT
MINISTER OF LABOUR

No. R. 882 2 November 2012

#### **UMNYANGO WEZABASEBENZI**

#### **UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

BARGAINING COUNCIL FOR THE LAUNDRY CLEANING AND DYEING INDUSTRY (NATAL): UKWELULELWA KWESIVUMELWANO ESIYINGQIKITHI PHAKATHI KWABAQASHI NABASEBENZI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

MN OLIPHANT UNGQONGQOSHE WEZABASEBENZI

#### **SCHEDULE**

## BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL)

#### **AMENDING COLLECTIVE AGREEMENT**

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

#### Natal Laundry, Cleaners and Dyers' Association

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

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

(hereinafter referred to as the "employees" or the "trade union", of the other part, being the parties to the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Natal), to amend the Collective Agreement published under Government Notice No. R.556 of 30 April 1999, as amended, extended and renewed by Government Notice No. R. 70 of 26 January 2001, R. 1014 of 12 October 2001, R. 358 of 22 March 2002, R. 213 of 14 February 2003, R. 1046 of 25 July 2003, R. 1084 of 17 September 2004, R. 764 and R. 765 of 5 August 2005, R. 764 of July 2006, R. 827 of 11 August 2006, R. 585 of 13 July 2007, R.713 of 17 August 2007, R. 794 and R. 795 of 25 July 2008, R. 624 and R. 625 of 05 June 2009, R. 527, R. 528 of 18 June 2010 and R. 658 of 19 August 2011 and R.592 of 3 August 2012.

#### **PART A**

#### 1. SCOPE OF APPLICATION OF AGREEMENT

- 1.1 The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Natal)
  - (a) by all employers and all employees who are members of the parties to this Agreement;
  - (b) in the Magisterial Districts of Durban, Chatsworth, Pinetown and Inanda, excluding the areas falling outside a radius of 15 miles of the General Post Office, Durban
- 1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in any agreement of the Council which is binding in terms of section 32 of the Act.
- 1.3 The provisions of clauses 1(1)(a) and 2 of this Agreement shall not apply to employees who are not members of the employers' organization and the trade union, respectively, who entered into this Agreement.

#### 2. PERIOD OF OPERATION

2.1 This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 32(2) of the Labour Relations Act, 1995, and shall remain in force until 31 December 2015.

#### **ANNEXUE B**

Substitute the following for items 1 and 3

#### 1. COUNCIL LEVIES

For the purpose of Council levies, every employer must on each pay day deduct from the wages of each employee who has worked in any week an amount of R3-00 an the employer is to add a like amount per week per employee.

#### 3. MEDICAL ASSISTANCE FUND

For the purpose of the Fund every employer must on each pay day deduct from wages of each member who was worked in any week an amount of R25.25 the employer is to add a like amount per week per employee

#### 46. ATTESTATION

This Agreement signed in Durban on the 0	4 day of June 2012.
C RENNIE	Witness
NLCDEA	
D. MALULEKA	Witness
SACTWU	
B NKABINDE	Witness
SECRETARY	

No. R. 883 2 November 2012

#### **LABOUR RELATIONS ACT, 1995**

## SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT

**MN OLIPHANT** 

**MINISTER OF LABOUR** 

No. R. 883 2 November 2012

## UMNYANGO WEZABASEBENZI UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WASENINGIZIMU AFRIKA WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YOKUHANJISWA KWABANTU EMGWAQWENI: UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIYINGQIKITHI ESICHIBIYELAYO NABASEBENZI KULABO ABANGEYONA INGXENYE YASO

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu waseningizimu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Yokuhanjiswa Kwabantu Emgwaqeni, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibophezela labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela mhlaka. ......kuze kube ngu 31 kuNdasa 2013.

**MN OLIPHANT** 

**UNGQONGQOSHE WEZABASEBENZI** 

#### SCHEDULE

#### THE SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL (SARPBAC)

#### AMENDMENT OF MAIN COLLECTIVE AGREEMENT

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

#### SOUTH AFRICAN BUS EMPLOYERS' ASSOCIATION

(hereinafter referred to as the "Employers" or the "Employers' Association"), of the one part, and the

#### SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION

And

#### TRANSPORT AND OMNIBUS WORKERS UNION

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

being the parties to the South African Road Passenger Bargaining Council (SARPBAC)

(hereinafter referred to as the "Bargaining Council")

To amend the Agreement published under Government Notice R.482 dated 9 June 2012.

#### 1. SCOPE OF APPLICATION AND PERIOD OF AGREEMENT

#### 1.1. SCOPE OF APPLICATION

The terms of this agreement shall be observed in the Road Passenger Transport Trade:

- 1.1.1. by all Employers who are members of the Employers' Association and by all Eligible Employees who are members of the trade unions.
- 1.1.2. by all Employers and Eligible Employees within the Road Passenger Transport Trade in the Republic of South Africa, the agreement shall also apply and be binding upon all Parties and/or Individuals to whom the operation of the collective agreement is extended in terms of Section 32 of the Labour Relations Act (LRA) of 1995.
- 1.1.3. Clauses 1.1.1.and 1.2, of this Agreement shall not apply to Employers and Employees who are not members of the Employers' Association and trade unions respectively.

#### 1.2. PERIOD OF AGREEMENT

This Agreement shall come into operation for the parties to this Agreement on 1 April 2011 and for non parties on such date as may be decided upon by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995 and shall remain in force until 31 March 2013 and shall be applicable to all Eligible Employees.

#### 2. CLAUSE 9.SUBSISTENCE & TRAVEL ALLOWANCE

Substitute the following for clause 9:

#### **"9. SUBSISTENCE & TRAVEL ALLOWANCE**

9.1 An Employee, who is away from his Employer's establishment on special hire/charter duties or on instructions from his Employer and is, as a consequence thereof and at the instruction of the Employer, required to sleep out, will be paid an allowance of R380.00 for each night that he is required to sleep out to cover the costs of meals and accommodation.

- 9.2 An Employee, who is away from his Employer's establishment, for more than 12 hours, on special hire/charter duties or on the instruction of the Employer, but is not required/instructed by the Employer to sleep out, will be paid a meal allowance of R5.30 per hour for each completed hour of such special hire/charter or absence.
- 9.3 The above allowances will not be paid where, in terms of the Employer procedures, the Employer or a third party provides accommodation and/or food, pays for such expenses directly or where accommodation and/or food are made available at no cost to the Employee."

We the undersigned, as the official representatives of our respective organisations, do hereby, on behalf of the organisations, its members and all Employees, agree to the terms of this agreement and bind our organisations, members and all Employees thereto.

SIGNED BY DATE	ON BEHALF OF	SIGNED AT
 Klaus Heimes	South African Bus Employers Association	JOHANNESBURG 17/09/2012
Nezaam Davids	Transport & Omnibus Workers Union	JOHANNESBURG 17/09/2012
————— Assaria Matabog	South African Transport & Allied Workers Union e	JOHANNESBURG 17/09/2012

No. R. 884 2 November 2012

#### **LABOUR RELATIONS ACT, 1995**

## NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT

**MN OLIPHANT** 

MINISTER OF LABOUR

No. R. 884 2 November 2012

## UMNYANGO WEZABASEBENZI UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YOKUHLELWA KOKUTHUTHWA KANYE NOKUTHUTHWA KWEMPAHLA EMGWAQWENI: UKWELULELWA KWESIVUMELWANO ESIYINGQIKITHI ESICHIBIYELAYO SABAQASHI NABASEBENZI KULABO ABANGEYONA INGXENYE YASO

MN OLIPHANT UNGQONGQOSHE WEZABASEBENZI

#### Schedule

#### National Bargaining Council for the Road Freight & Logistics Industry

#### **Amendment to the Main Collective Agreement**

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

#### Road Freight Employers' Association (RFEA)

(referred to in this Agreement as the "employers" or the "employers' organisation") on the one part, and the

#### **Motor Transport Workers' Union (MTWU)**

Professional Transport and Allied Workers' Union of South Africa (PTAWU)

South African Transport and Allied Workers' Union (SATAWU)

#### Transport and Allied Workers' Union of South Africa (TAWU)

(referred to in this Agreement as the "employees" or the "trade unions"), on the other part,

being the parties to the National Bargaining Council for the Road Freight and Logistics Industry to amend the Agreement published under Government Notice No. R4 of 6 January 2012.

#### 1. Scope of Application

- (1) The terms of this Agreement shall be observed in the Road Freight and Logistics Industry:
  - (a) by all the employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
  - (b) In the Republic of South Africa.

#### 1.A. Period of Operation of the Agreement

This Agreement shall come into operation on such a date as may be fixed by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2013.

#### 2. Schedule 4: Wellness Fund

1. Substitute the following for item 8:

#### "8. Extension of the Wellness Fund

- (1) The wellness fund is hereby extended to include a basic medical insurance for a period of 2 years at no extra cost to employers and employees.
- (2) Notwithstanding the provisions of sub-item (1) above, an employee whose monthly contributions to the fund is less than R50-00 per month will not be covered by the basic medical insurance. The monthly contribution referred to in this sub-item includes the combined monthly contribution by both an employer and his employee. Such an employee will still receive the normal benefits of the fund provided for in item 3(1)(a) to (c) above."

4<sup>th</sup>

Signed at Johannes day of Septen		parties to the Council on this
D Behrens	M Gwedashe	T Ströh
Chairperson of	Vice-Chairperson of	Acting National
the Council	the Council	Secretary of the Council

No. R. 885 2 November 2012

#### **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 Money 2012 and for the period ending 30 June 2016.

MN OLIPI-MN1

MINISTER OF LABOUR

No. R. 885 2 November 2012

## UMNYANGO WEZABASEBENZI UMTHETHO WOBUDLELWENO 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 INGXENYE YESIVUMELWANO

MW OLIPHANT

UNGQONGQOSHE WEZABASEBENZI

#### **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

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 Section, published under Government Notice No. R. 1316 of 6 November 1998 as further amended, renewed and re-enacted under Government Notices Nos. R. 288 of 12 March 1999, R. 1273 of 29 October 1999, R. 46 of 28 January 2000, R. 647 of 30 June 2000, R. 1173 of 24 November 2000, R. 388 of 18 May 2001, R. 1223 of 30 November 2001, R. 692 of 17 May 2002, R. 1216 of 4 October 2002, 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, R. 524 of 24 June 2011 and R. 1018 of 7 December 2011.

#### 1. CLAUSE 1 - SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this agreement shall be observed in the general goods and handbag sector of the leather industry:
  - in the Republic of South Africa, which includes the former Republic of Transkei, the former Republic of Bophuthatswana, the former Republic of Venda and the former Republic of Ciskei, as well as the former self-governing territories of KwaZulu, QwaQwa, Lebowa, Gazankulu, KaNgwana and KwaNdebele;
  - (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) Notwithstanding the provisions of subclause (1)(b), the terms of this agreement shall not apply to non-parties in respect of Clause 1(1)(b) and 2.

#### 2. CLAUSE 2 - DATE AND 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 13: ORGANISATIONAL RIGHTS

Substitute the following for Sub-Clause (4) Shop Stewards Training

- of paid leave in terms of this sub-clause, shall be limited to one shop steward per 50 employees for whom trade union subscriptions are being deducted.
- (ii) Notwithstanding the provisions made in sub-clause (4)(i) and subject to agreement at plant level, employers will grant at least 2 days paid time-off for not more than one shop steward per party trade union to attend seminars, training sessions and workshops which will have mutual benefit to the industry such as: Economic Development, Customised Sector Programmes of the Department of Trade and Industry and Sector Education and Training Authority (SETA). The party trade unions who wish to send their shop steward to such seminars, training sessions and workshops are required to consult with the employer at least seven days prior to the event and to produce reasonable evidence of that event.

#### 4. CLAUSE 28, AGENCY SHOP AGREEMENT

Substitute the following for Sub-Clause (6):

(6) "The agency fee shall be equal to 1% (one percent) of the employee's basic weekly wage up to maximum amount of R12.75."

#### 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.

#### 1. WAGE RATES

		Column A Per Week	Column B Per Week
	e following wage rates shall be paid to employees engaged General Goods and Handbag Section of the Industry:		
(i)	Foreman (Grade C1)	1313.88	1445.27
(ii)	Chargehand (Grade B2)	998.28	1098.11
(iii)	Despatch Clerk (Grade A3)	840.65	924.72
(iv)	Driver of a motor vehicle authorised to carry or haul a payload of:		
	(a) Under 2722 Kg (Grade B1)	871.29	958.42
	(b) Over 2722 Kg (Grade B2)	998.28	1098.11
(v)	General Worker (Grade A1)	650.20	715.22
(vi) (vii)	Night Watchman (Grade A2)  Packer (Grade A1)	707.33	778.06
(viii)	Storeman (Grade A3)	650.20	715.22
engage	e following wage rates shall be paid to qualified employees and in the manufacture of Travelling Requisites, Saddlery, ses, Braces, Personal Goods and Handbags:	840.65	924.72
(i)	Grade A1	650.20	715.22
(ii)	Grade A2	707.33	778.06
(iii)	Grade A3	840.65	924.72
(iv)	Grade B1	871.29	958.42
(v) (vi)	Grade B2	998.28	1098.11
(VI)	Glade DJ	1093.08	1202.39

	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	650.20	715.22
(ii) Grade A2	707.33	778.06
(iii) Grade A3	840.65	924.72
(iv) Grade B1	871.29	958.42
(v) Grade B2	998.28	1098.11
(vi) Grade B3	1093.08	1202.39
(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	527.09	579.80
During the second six months of experience	629.23	692.15

#### 2. PROPORTION AND RATIO OF EMPLOYEES

- (1) <u>Travelling requisites</u> -
- (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) <u>Saddlery</u> -
- (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 R715.22 per week during the period ending 30 June 2012, not more than one employee may be employed at a wage less than R715.22 per week during the period ending 30 June 2012: 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 R715.22 per week during the period ending 30 June 2012, not more than one employee may be employed at a wage of less than R715.22 per week during the period ending 30 June 2012: 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 R715.22 per week during the period ending 30 June 2012, not more than one employee may be employed at a wage of less than R715.22 per week during the period ending 30 June 2012: 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 23rd DAY OF JULY 2012.

S ESSON, Member of the Council

A BENJAMIN, Member of the Council

B.N. Loubsel Member of the Council

B\_\_\_\_\_\_

dempo

S NAIDOO, General Secretary of the Bargaining Council

No. R. 886 2 November 2012

#### 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

MN OLIPHANT

MINISTER OF LABOUR

No. R. 886 2 November 2012

#### **UMNYANGO WEZABASEBENZI**

#### UMTEHTHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YEZIKHUMBA: UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI BESIGABA SOKUSHUKWA KWEZIKHUMBA SELULELWA KULABO ABANGEYONA INGZENYE YESIVUMELWANO

Mina, MILDRED NELISIWE OLIPHANT, Ungqongoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yezikhumba, futhi ngokwesigaba soMthetho 31 Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela mhlaka 12 Ky Luezi 2012 kuze kube mhlaka 30 kuNhlangulana 2016.

MN OLIPHANT

UNGQONGQOOSHE WEZABASEBENZI

#### 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 (SACTWU)

and

#### National Union of Leather and Allied Workers (NULAW)

(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 amend the agreement for the Tanning Section published under Government Notice 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 2000, R. 47 of 28 January 2000, R. 555 of 9 June 2000, R. 128 of 9 February 2001, R. 389 of 18 May 2001, R. 823 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. 1067 of 16 November 2007, 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 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 201 and R. 886 of 28 October 2011.

#### 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, which includes the former Republic of Transkei, the former Republic of Bophuthatswana, the former Republic of Venda and the former Republic of Ciskei, as well as the former self-governing territories of KwaZulu, QwaQwa, Lebowa, Gazankulu, Ka Ngwana and Kwa Ndebele;
  - (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 2012 and remain in force for the period ending 30 June 2016.
- (2) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will remain in force for the period ending 30 June 2016.

#### 3. CLAUSE 7 - REMUNERATION

#### 7.1 Wages and Wage Rates

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.

#### SCHEDULE 1

#### **WAGES AND WAGE RATES**

		<u>Rate Per Ho</u>
1	Lime/Tan Yard, Shaving, Splitting, Dyeing, Drying and Finishing Section Rates:	
	Band A1 employees engaged in:	
	ROUNDINGSPLITTING	29.26 36.20
	Band A2 employees engaged in:	
	SHAVING	31.02
	Band B employees engaged in:	
	COLOUR MATCHING	27.34
	GLAZING	27.34
	HAND SPRAYING	28.88
	HAND TIPPING	27.34
	PILOT PLANT OPERATING	28.88
	POLISHING	27.34
	Band C employees engaged in:	
	ASSISTING SPLITTER	26.94
	BRUSHING	26.94
	BUFFING	26.94
	CHEMICAL WEIGHING	26.94
	COLOUR MIXING	26.94
	CURTAIN COATING	26.94
	CONDITIONING	25.18
	DRUM OPERATING	25.18
	DRY CLEANING MACHINE	25.18
	EMBOSSING/PRINTING	26.94
	FLESHING (HAND OR MACHINE)	26.94
	HIDE STAMPING	25.46
	HYDRAULIC PRESS	26.94
	MEASURING	26.94
		26.94
	PADDING	1 7111
	PASTING	26.94
	ROLLER COATING	26.94
	ROTOR PRESS	26.94
	ROTOR SPRAYING	26.94
	SAMMYING	26.94
	SETTING	26.94
	SOLE ROLLING	26.94
	STAKING	26.94
	TRIMMING AFTER SHAVING	25.18
	VACUUM DRYING	26.94

		T
	Band D employees engaged in:	
	FLESH TRIMMING	24.02
		24.82
	GENERAL WORKERS(on operations as defined in definition of General Worker)	24.82
	HANG DRYING	24.02
		24.82
	MILLING	24.82
	SUBSTANCE CHECKING	24.82
	TOGGLING	24.82
	Bond 5 Foundation	
	Band E Employees	20.15
	General Worker Entry Level as defined in Definition of General Worker, Entry	20.16
	Level	
	Learners employed on operations specified in Bands A1, A2, B and C will be	
	paid on the following basis:	
	First six months of experience	900/ of proceribed
	First six mondis of experience	80% of prescribed
	Second six months of experience	wage
	Second Six mondis of experience	90% of prescribed
		wage
2	Quality examining and/or Sorting rates:	
-	Quality examining and or solving faces	
	Band A1 employees engaged as a:	
	FINAL SORTER	29.26
	WET BLUE SORTER	29.26
	Band B employees engaged as a:	
	CDUCT CODTED	27.24
	CRUST SORTER	27.34
	Band C employees engaged as a:	
	balla e ellipto) ees elligagea as al	
	SPLIT SORTER	26.94
3	Fellmongering Section Rates:	
	Band B Employees engaged in -	
	PICKLE SORTING	27.34
	Band C Employees engaged in -	
	BREAK FLESHING	26.94
	FINAL FLESHING	26.94
	PICKLE DRUM OPERATING	25.18
	SULPHIDE PAINTING	25.18
	Band D Employees engaged in –	
	BREAK FLESHING ASSISTANT	24.82
	COUNTING AND PACKING	24.82
	DRUM CLOSING	24.82
	HAND WOOL PULLING	24.82
ļ	MACHINE WOOL PULLING	24.82
	PADDLE OPERATING	24.82
	WOOL BALING / PACKING	24.82
	WOOL DRYING	24.82
	WOOL PICKING	24.82
	WOOL WASHING	24.82

	Band E Employees General Workers entry level as defined in Definition of General Worker, entry level	20.16
	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
	Second six months of experience	wage 90% of prescribed wage
4	Wool-Skin Processing and Operations not elsewhere Specified rates:	
	Band C employees engaged in —	
	CARDING	25.77
	COMBING	25.77
	CUTTING TO PATTERNS	25.35
	IRONING	25.77
	SHEARING	25.77
	STITCHING BY MACHINE	26.24
5	Cutting Section Rates:	
	Band A1 employees engaged in:	
	CUTTER 1	31.49
	FINAL INSPECTING	29.26
	Band A2 employees engaged in:	
	HAND CUTTING	29.26
	Band B employees engaged in:	
	COMPONENT SPLITTING	26.61
	CUTTER 2	28.88
	HIDE MARKING	28.88
	Band C employees engaged in:	
	COMPONENT PACKING	25.46
	LAMINATING	25.46
	LAYING OUT	25.46
	PERFORATING	25.46
	STAMPING (PIECE MARKING)	25.46
	TEMPLATE CONTROL	25.46

	Band D employees engaged in –  General Workers on operations as defined in the Definition	
	General Workers on operations as defined in the Definition	
1 10	Of "General Worker"	24.82
	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
	Second six months of experience	wage 90% of prescribed
	Band E Employees	wage
1 0 1	General Workers Entry Level as defined in Definition of General Worker, entry level	20.16
	The following wage rates will be paid to employees other than	
t	those referred to in 1, 2, 3, 4 and 5:	
	Band A2 employees engaged as a:	
	Motor Vehicle Delivery Driver(Code C Licence or higher)	28.85
E	Band B employees engaged as a:	
	Despatch Clerk	26.39
 	Handyman	25.90
	Motor Vehicle General Driver(Code C1 Licence or lower)	26.97
s	Spray Gun Mechanic	28.88
s	Storeman and/or Warehouseman	26.39
Т	Fractor Driver	26.97
E	Band C employees engaged as a:	
В	Boiler Attendant	25.46
F	Forklift Driver	26.94
s	Security Guard	25.46
s	Store Assistant and/or Warehouseman Assistant	25.46
В	Band D employees engaged as a:	
N	lyion Replacer	24.82

SIGNED BY THE PARTIES IN DURBAN ON THIS 28 DAY OF AUGUST 2012.

M OOSTHUIZEN, Member of the Council

B.N. Louissee Member of the Council

A BENJAMIN, Member of the Council

S NAIDOO, General Secretary of the Council

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No. R. 887 2 November 2012

#### LABOUR RELATIONS ACT, 1995

### FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE COLLECTIVE BARGAINING FEE COLLECTIVE 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
Furniture Bargaining Council 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
ending 30 June 2013.

**MN OLIPHANT** 

**MINISTER OF LABOUR** 

No. R. 887 2 November 2012

#### **UMNYANGO WEZABASEBENZI**

#### **UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YEFENISHA: UKWELULELWA KWESIVUMELWANO SENKOKHELO SELULELWA KULABO ABANGEYONA INGXENYE YASO

MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI

#### **SCHEDULE**

#### **FURNITURE BARGAINING COUNCIL**

#### COLLECTIVE BARGAINING FEE COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1995 (Act 66 of 1995)(as amended), made and entered into by and between the

## Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region

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

#### National Union of Furniture and Allied Workers of South Africa

and

Chemical, Energy, Paper, Printing, Wood and Allied Workers Union (CEPPWAWU)

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

being the parties to the Furniture Bargaining Council.

#### **CHAPTER 1**

#### 1. SCOPE OF APPLICATION

- 1.1 The terms of this Agreement shall be observed in the Furniture, Bedding and Upholstery Manufacturing Industry-
  - 1.1.1 by all employers who are members of the party employers' organisation, which is party to this Agreement and by all employees who are members of the party trade unions, which are party to this Agreement and the Council's Main Collective Agreement, and who are engaged or employed in the Furniture, Bedding and Upholstery Manufacturing Industry, respectively;
  - 1.1.2 in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.
- 1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-
  - 1.2.1 apply only to employees for whom wages are prescribed in the Council's Main Collective Agreement and to the employers of such employees; and
  - 1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.

#### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 32 of the Act, come into operation on such date as may be fixed by the Minister of Labour and shall remain in force for the period ending 30 June 2013.

#### 3. TERMS AND CONDITIONS

A separate Collective Bargaining Fee Agreement is hereby agreed to and the provisions of the Labour Relations Act, 1995 (Act 66 of 1995)(as amended)(hereinafter referred to as the Act), where applicable, shall apply to this Agreement. The object of this Agreement is to ensure that all employees and employers in the scope of the Council who receive the benefits of collective bargaining contribute towards its costs.

This Agreement shall be subject to the respective parties being representative, as required by section 25 of the Act, of employees or employers who are covered by the Main Collective Agreement of the Furniture Bargaining Council as verified by the Department of Labour from time to time. Accordingly, the application of this agreement to either of the parties shall be subject to that party being representative.

#### 4. **DEFINITIONS**

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include the feminine gender and vice versa further, unless inconsistent with the context-

"Act" means the Labour Relations Act, 1995 (Act 66 of 1995)(as amended);

"Collective Bargaining Fee" means the fee set out in clause 5 of this Agreement;

"Council" means the Furniture Bargaining Council;

"Furniture, Bedding and Upholstery Manufacturing Industry" or "Industry" means; without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of furniture and bedding as well as upholstery and/or re-upholstery and will, inter alia, include the following:

#### (a) Furniture

Repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, wood bending and laminating. Furniture manufacturing will also include the manufacturing, repairing, polishing, re-polishing, staining, spraying of pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, other educational institutions, conference centres and theatres but excluding the manufacturing of furniture made mainly of metal and/or plastic materials.

#### (b) Bedding

The manufacturing, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses and studio couches but excluding the manufacturing of bedding made mainly of metal and/or plastic materials.

"Studio Couch" means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames are constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

#### (c) Upholstery

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, pelmets and mattress bases.

#### 5. COLLECTIVE BARGAINING FEE

- 5.1 A Collective Bargaining Fee is payable by an employer who is not a member of the representative employers' organisation known as the Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region, although such an employer is eligible for membership thereof but is not compelled to be a member thereof.
- 5.2 For the purposes of this agreement, "representative employers' organisation" means a registered employers' organisation whose members employ the majority of employees in the furniture, bedding and upholstery manufacturing industry in the scope of the Council.
- 5.3 This Collective Bargaining Fee Agreement is binding on all employers who are not members of the representative employers' organisation, being the non-party employers in the furniture, bedding and upholstery manufacturing industry and in the scope of the Council's Main Agreement
- 5.4 The prescribed Collective Bargaining Fee shall be equivalent to or less than the amount of the prevailing membership fees payable by the employer members of the Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region to the same association.
- 5.5 The prescribed Collective Bargaining Fee payable by employers who are not members of the employers' organisation known as Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region, who is a party to this Agreement, shall be as follows:

Number of employees employed	Monthly membership fees
0–15	R 307-80
16-50	R 433-20
51-100	R 615-60
101-200	R 912-00
201+	R1 140-00

- 5.6 Every non-party employer shall together with the Collective Bargaining Fee also submit to the Secretary of the Council, at the same time, a monthly return form reflecting the amount of the Collective Bargaining Fee due on the return form as specified by the Council from time to time.
- 5.7 The Secretary of the Council shall deposit all moneys received as Collective Bargaining Fees in terms of clause 5.5 into a bank account of the Council.
- 5.8 The prescribed Collective Bargaining Fee must be paid by the employers as identified in clause 5.3 to the Council by the 10<sup>th</sup> day of each month following the month in which it became due and the same Collective Bargaining Fee must be paid by the Council monthly to the Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region.
- 5.9 The Secretary of the Council shall transfer all moneys received as Collective Bargaining Fees into a separate bank account administered by the party employers' organisation.
- 5.10 Despite sub-clause 5.9, a conscientious objector may request the Council in writing to pay his Collective Bargaining Fees into a fund administered by the Department of Labour.
- 5.11 No Collective Bargaining Fee may be:
  - 5.11.1 paid to a political party as an affiliation fee; or

- 5.11.2 contributed in cash or kind to a political party or a person standing for election to any political office; or
- 5.11.3 used for any expenditure that does not advance or protect collective bargaining and the socio-economic interests of employers in the scope of the Furniture Bargaining Council.
- 5.12 The provisions of sections 98 and 100 (b) and (c) of the Act apply, read with the changes required by the context, to the separate account referred to in sub-clause 5.9.
- 5.13 Any person may inspect the auditor's report, in so far as it relates to an account referred to in sub-clause 5.9.
- 5.14 The Registrar must provide a certified copy of, or an extract from, any of the documents referred to in clause 5 to any person who has paid the prescribed fees.
- 5.15 If an employer or an employers' organisation or any interested person or organisation alleges that the representative employer's organisation is no longer a representative employers' organisation as envisaged in sub-clause 5.2 it must give the employers' organisation written notice of the allegation, and must allow the employers' organisation 90 days from the date of the notice to prove that it is a representative employers' organisation.
- 5.16 If, within the 90-day period, the representative employers' organisation fails to prove that it is a representative employers' organisation, the employer or employers' organisation or interested person or organisation making the allegation, must give the employers' organisation which claims to be representative notice of its intention to request the Minister of Labour to withdraw the extension of this agreement to non-parties.
- 5.17 If the extension of this agreement to non-parties is withdrawn by the Minister of Labour for any reason, the provisions of sub-clauses 5.8 and 5.9 shall apply until all the Collective Bargaining Fees due up until the date of the withdrawal of this Agreement have been received and paid out in accordance with sub-clauses 5.8 and 5.9.

#### 6. UNPAID COLLECTIVE BARGAINING FEES

- 6.1 Should any amounts due to the Council in terms of this agreement not be received by the Council by the 10<sup>th</sup> day of the month following the month in respect of which the amounts are payable, the employer shall forthwith be liable for and be required to pay interest on such amounts or on such lesser amounts that remain unpaid at a rate which does not exceed the maximum rate as prescribed by the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975)(as amended), calculated from the 11<sup>th</sup> day of the month until the day upon which the payment is actually received by the Council. The Council shall be entitled at its absolute discretion to waive payment of such interest or part thereof in any individual instance.
- 6.2 In the event of the Council incurring any costs or becoming obliged to pay any collection costs and commission by reason of the failure of the employer to make any payment on or before the applicable due date, the employer shall then also be liable to forthwith pay all such collection costs and commission to the Council and the Council shall be entitled in its absolute discretion to allocate any payment received from such an employer firstly to such costs, collection commission and interest, and thereafter to the reduction of the unpaid Collective Bargaining Fees.
- 6.3 Disputes about the interpretation, application or enforcement of this agreement shall be resolved in accordance with the Dispute Resolution Procedure prescribed in the Furniture Bargaining Council's Main Collective Agreement.

#### 7. EXEMPTIONS

#### 7.1 Exemptions Body and Independent Appeal Body

An exemptions body and an independent appeal body is hereby established to consider all applications for exemptions from the provisions of this agreement and to hear and decide, as soon as possible and according to the prescribed criteria, any appeal against-

7.1.1 the Bargaining Council's refusal of a party's or non-party's application for an

exemption from the provisions of this agreement; and

7.1.2 the withdrawal of an exemption by the Bargaining Council.

#### 7.2 Administration

- 7.2.1 Any person bound by this agreement may apply for exemption from any of the provisions of this agreement.
- 7.2.2 An application for exemption shall be in writing on the Bargaining Council's prescribed application form, fully motivated, and served on the Bargaining Council. The Applicant or the Appellant, depending on the nature of the process, must satisfy the Body concerned that a proper application or appeal has been served on the appropriate body.
- 7.2.3 The Bargaining Council shall issue to every person to whom an exemption has been granted by either the Exemptions Body or the Independent Appeal Body, a notice of exemption, setting out the following:
  - 7.2.3.1 the full name of the person(s) or establishment concerned;
  - 7.2.3.2 the exact provision(s) of this agreement from which the exemption has been granted;
  - 7.2.3.3 the conditions subject to which the exemption was granted;
  - 7.2.3.4 the duration of the exemption; and
  - 7.2.3.5 the date from which the exemption shall operate.
- 7.2.4 The Bargaining Council must ensure that:-
  - 7.2.4.1 all notices of exemption are issued to the applicants;
  - 7.2.4.2 a copy of each notice is retained by the Bargaining Council.
- 7.2.5 The Bargaining Council may, on good cause shown, give the holder of an exemption 30 days' notice of its intention to apply to the Independent Appeal Body for the withdrawal of the exemption.

7.2.6 The following processes and criteria shall be considered with regard to an application for exemption from the provisions of the Collective Bargaining Fee collective agreement concluded in the Bargaining Council:

In considering an application for exemption or an appeal against a refusal of exemption, the Bargaining Council or the Independent Appeal Body shall consider all recommendations submitted to it, the views expressed by the Bargaining Council, employer(s), as well as any other representations received in relation to that application and the possible effect of the exemption on competitors and others;

- 7.2.7 the exemption may not contain terms and conditions that would have an unreasonably detrimental effect on the fair, equitable and uniform application in the Industry of any Collective Bargaining Fee collective agreement concluded in the Bargaining Council;
- 7.2.8 no exemption in terms of this agreement, may be granted for an indefinite period or as a total (blanket) exemption;
- 7.2.9 no exemption may be granted retrospectively for any liabilities incurred by an employer in terms of this agreement, which became payable by the employer to the Council prior to the date on which the application for such an exemption was received by the Council.

Agreement signed at Johannesburg on this 10<sup>th</sup> day of April 2012.

#### **PLUNGA**

Chairman of the Council

#### **K CHAUKE**

Vice-Chairman of the Council

#### WA JANSE VAN RENSBURG

**General Secretary** 

No. R. 888 2 November 2012

#### **LABOUR RELATIONS ACT, 1995**

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

MN Oliphont
MINISTER OF LABOUR

No. R. 888 2 November 2012

#### **UMNYANGO WEZABASEBENZI**

#### UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU** WOKUXOXISANA **PHAKHATHI KWABAQASHI NABASEBENZI BEMBONI** YEZIKHUMBA: **UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI BESIGABA** SEZICATHULO SELULELWA KULABO **ABANGEYONA INGXENYE** YESIVUMELWANO

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yezikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela mhlaka

MN Oliphont

UNGQONGQOSHE WEZABASEBENZI

#### **SCHEDULE**

# NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

#### FOOTWEAR SECTOR COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act No 66 of 1995, made and entered into by and between the

Southern African Footwear & Leather Industries Association (SAFLIA)

(hereinafter referred to as the "employer" or the "employer organisation" of the one part, and the

National Union of Leather & Allied Workers' Union (NULAW)

and

Southern African Clothing & Textile Workers' Union (SACTWU)

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being parties to the National Bargaining Council of the Leather Industry of South Africa, to amend the agreement published under Government Notice No R.849 of 25 August 2006, R. 63 of 2 February 2007, R. 1175 of 7 November 2008, R. 479 of 8 May 2009, R. 1152 of 11 December 2009, R. 1188 of 17 December 2010, R. 522 of 24 June 2011 and R. 411 of 1 June 2012.

#### 1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Footwear Section of the Leather Industry:-
  - (a) 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*;
  - (b) in the Republic of South Africa, which includes the former Republic of Transkei, the former Republic of Bophuthatswana, the former Republic of Venda and the former Republic of Ciskei, as well as the former self-governing territories of KwaZulu, Qwa-Qwa, Lebowa, Gazankulu, Ka Ngwane and Kwa Ndebele;
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall;
  - (a) apply only to all employees for whom wages are prescribed in the Annexures to this Agreement;
  - (b) not apply to employers and employees in Informal sector establishments, save in respect of clause 4.
- (3) The terms of this agreement will not apply to non-parties in respect of clauses 1 (1)(a), and 2 (1)

#### 2. DATE AND PERIOD OF OPERATION

- (1) This Agreement will come into operation for the parties on 3 July 2012 and remain in force for the period ending 30 June 2013.
- (2) This agreement shall come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and remain in force for the period ending 30 June 2013.

#### 3. CLAUSE 12 GENERAL EMPLOYER OBLIGATIONS

Substitute the following for Sub-clause 12.2 (6)

**Guarantee: Leave Pay and Contributions** 

(6) "Employers who had not previously defaulted with the leave allowance and holiday bonuses within the preceding twelve months and employers who are not in arrear with any of the levies, contributions and trade unions subscriptions as mentioned in sub-clause (1)(b) for a period of less than sixty (60) days, and provide a written undertaking by no later than 31 October of the calendar year that they will honour their leave pay and bonus obligations, will not be required to submit a leave pay guarantee in terms of sub-clause (1) and (2)."

#### 4. CLAUSE 17 ENABLING CLAUSE

#### Substitute the following for Sub-clause (5)

(5) "The minimum wages for a Semi-Formal Sector establishment shall be 75% of the current prescribed rates provided that:

The wage rate for current employers having a collective agreement to pay rates of between 60% and 75% shall be permitted to remunerate employees as follows:

- With effect from 3 July 2013, not less than 67.5% of the minimum prescribed rates
- With effect from 1 July 2014, not less than 75% of the minimum prescribed rates.

#### 5. CLAUSE 18 AGENCY SHOP AGREEMENT

#### Substitute the following for Sub-Clause (6)

(6) "The agency fee shall be equal to 1% (one percent) but not exceeding R12.75 of the employee's basic wage."

#### 6. ANNEXURE D

Substitute the following for Annexure D:

#### ANNEXURE D

## WAGES: GENERAL

		Column A Per week	Column B Per week
Α	Watchman	938.36	1032.20
В	Storeman and or warehouseman, despatch clerk	963.77	1060.15
С	Boiler attendant	938.36	1032.20
D	Motor vehicle driver driving a vehicle authorized to carry or haul a payload of-		
/i)	under 2722 kg	951.04	1046.14
(1)	2722 kg	963.77	
(11)	over 2722 kg but not exceeding 4546 kg	1025.85	
(iv)	over 4546 kg but not exceeding 6350 kg	1218.17	
E	Minors employed in occupations for which rates have not been prescribed in this Agreement:		
	First six months	602.06	662.27
	Second six months.	672.56	739.82
	Third six months	746.22	820.84
	Thereafter	938.36	1032.20
	Provided that an adult employee who has had less than 12 months experience shall nevertheless be deemed to have had 12 months experience		
F	Cardboard box-making operations:		
(i)	Guillotine and/or rotary cutting machine and/or scoring machine operated by-		
` '	(a) power	1391.94	1531.13
	(b) hand	1122.12	1234.33
(ii)	Cardboard box-makers	938.36	1032.20
(11)	Making cardboard boxes, according to experience:		
(''')	First six months	667.18	733.90
	Second six months	672.56	739.82
	Thereafter		1032.20
	Provided that an adult employee who has had less than 12 months' experience shall		
	nevertheless be deemed to have had 12 months' experience.		
G	Employees employed on hand typesetting and printing labels on a printing machine	1259.82	1385.80
Н	Employees employed on welt-making:		
(i)	Splitting, skiving, cutting, grooving and bevelling	938.36	
(ii)	All other operators.	938.36	1032.20
I	Packers	938.36	1032.20
J	Employees employed on currying.	1085.85	1194.44
К	Employees employed on spraying of leather	1257.36	1383.10
L	Employees employed on knife-making		
(i)	Welding and/or brazing and/or silver soldering	1514.43	1665.87
(ii)	Finishing of joints after welding	984.84	1083.32
(ìii)	Tack and/or spot welding	938.36	1032.20
(iv)	Bending to templet and/or patterns, hand punching of size onto knife, marking and		
(**)	cutting of bracing steel, oxidising of finished articles and grinding	938.36	1032.20
Note:	For the purpose of par. L, welding means continuous drawing of weld on seams or out excludes track and/or spot welding)		

## WAGES: FOOTWEAR NOT ELSEWHERE SPECIFIED

		Column A Per week	Column B Per week
	(A) DATTEDALDEDADTMENT		
l	(A) PATTERN DEPARTMENT	ŀ	
(i)	Qualified employees employed as pattern cutters producing original standards and hand		
	grading to restrictions, and/or shoe draughtsman	1576.51	1734.16
(ii)	(a) (a) employed on hand grading but not restrictions and not producing original		
(",	standards	1332.33	1465.56
	(b) employed on grading machines	1332.33	1465.56
	(c) employed on making original lining patterns from upper patterns, where no last	1002.00	1403.30
	copies or original standards are produced	1332.33	1465.56
	copies of original etailation and produced	1002.00	1400.00
(iii	Qualified employees on any operation not specified in (i) and (ii) hereof	1054.50	1159.95
	(B) CLICKING DEPARTMENT		
ĺΟι	alified employees on		
	Clicking and cutting uppers by hand or machine:		
,,,	(c) Vegetable or chrome split, vegetable or semi-chrome kip, suede chrome kip and		
	vegetable tanned sheepskins and goatskins.	1562.18	1718.4
	White full chrome kip for the production of whole-cuts, blunchers and veldskoens		
	only, but excluding miners' and miners' type footwear (all South African (tannage)	1562.18	1718.4
	Children's work, any material, all sizes up to and including size 1 1/2, and all leather		
	slippers (men's, women's and children's)	1562.18	1718.4
	(b) Any other materials	l	
	[Ratio: for every four or part of four qualified clickers there may be employed not more	l	
	than one learner. Part of four means a remainder of not less than one after the total	1	
	number of qualified clickers has been divided by four.]		
	(c) Upper leather sorter grading and/or sorting for quality for issue to clickers	1576.51	1734.16
	(d) Examining of cut leather components for quality	1576.51	1734.16
(ii)	Lining, sock and fitting cutting and/or small trimmings and/or cut-outs died out by clicking		
` '	press, revolution press, eccentric press or mallet.	1085.85	1194.44
	Note: A trimming is a decoration which is not an essential part of the shoe upper. In the	İ	
	event of any disputes as to what comprises a small trimming', the Council's decision shall,	l	
	after investigation, be final.		
	Cutting from offal of inside tongues and narrow backstraps from children's, youth's and		1
	maids' stitchdowns or Oxford and Derby patterns	1085.85	1194.44
	All other tongue and backstrap cutting shall be paid for at the rate applicable to clicking of	1	
	the materials in terms of paragraph (i) hereof		
	Strap cutting to length from continuous rolls or hanks of pre-prepared material	1085.85	1194.44
	[Ratio: For every qualified employee in this section there may be employed not more		1
	two learners at wages in accordance with the scale laid down for learners in	l	
	subclause (N)(i) of this Annexure]		l
(iii)	Cut-outs died out by a Western type cut-out machine and automatic multipunch/slashing		l
	machine/gang strap punching	963.77	1060.15
	Giving out patterns.	1054.50	1159.95
	Operating splitting machine	1054.50	1159.95
	Size stamping and/or painting	938.36	1032.20
	Applying acme backing	938.36	1032.20

	Column A Per week	Column I Per weel
(E) MAKING DEPARTMENT		
Class I Operations		
Qualified employees on:		
(i) Pulling over,Consol lasting and/or Littleway lasting		
(a) Welted work, other than staple welted work		1650.6
(d) Riveted and/or riveted and stitched work, excluding miners' and miners' type and army boots	1320.14	1452.1
(e) Combined pulling over and forepart lasting	1500.57	1650.6
(f) All other grades	. 1500.57	1650.6
(i) Bed lasting (toes only):		
(a) Welted work, other than staple welted work	1500.57	1650.6
(b) Other Work	1500.57	1650.6
iii) Lasting of seats and sides by machine		
(a) Welted work, other than staple welted work	1196.89	1316.5
(b) Other work.		1316.5
Note: If a lasting machine operator is required to last boots or toes through (i.e. seats and or sides and loes), he shall be paid at the highest rate and no differential rates may be applied. If a pullover and/or Consol lasting machine operator is required on any one day to work on pulling over and lasting toes, seats and/or sides, he shall be paid at the highest rate and no differential rate shall be applied.		
v) Complete sole attaching by staple machine	1075.92	1183.5
Staple welt attaching.		1183.5
		1100.0
i) Welt sewing	1500.57	1650.6
vi) Rough rounding:		
(a) Welted work, other than staple welted work	1500.57	1650.63
(b) Stitchdowns	1500.57	1650.63
(c) Other work	1500.57	1650.63
vii) Sole sewing by any machine	1500.57	1650.63
viii) Sole stitching:		
(a) Welted work, other than staple welted work	1500.57	1650.63
(b) Stitching outer soles to runners on Indian sandals on a No.6 harness stitching machine and		
stitching runners or throughs to uppers of the moccasin type of footwear		1452.15
(c) Other work	1500.57	1650.63
x)(a) Stitchdown staple lasting	1075.92	1183.5
(b) Stitchdown thread lasting		1183.5
(c) Stitchdown toe forming.		1183.51
(d) Wiping platform covers by machine.		1183.51
(e) Lasting operations on a Kamborian machine		1183.51
(f) String-lasting by hand		1183.51
c) Pounding:		
(a) Welted work, other than stapeled welted work	1258.53	1384.38
(b) Miners' and miners' type and army type boots (Army type boots means the heavy type of boot	.200.00	1001.00
involving the same strenuous pounding as contract army boots	1379.29	1517.22
(c) Other work	1258.53	1384.38
Note: No employee under the age of 18 may be employed on pounding		
(i) Examining	1500.57	1650.63
Ratios - Class I Operations : Marketing Department	1	-
(a) For every three or part of three qualified employees in pulling over, machine and/or bed		
lasting (excluding seat and side lasting), welt and/or sole sewing, stitching and rough		
rounding, there may be employed not more than one learner.		
(b) For every three or part of three qualified employees on operations, other than those referred		
to in (a), one learner may be employed.	-	
(c) "Part of three" referred to in (a) and (b) means a remainder of not less than two after the total		
number of qualified employees have been divided by three.		

		Column A Per week	Column B Per week
	HAND-LASTING OPERATIONS		
l			
1	lified employees on: Pulling over by hand and/or hand-lasting miners' or miners' type footwear	1332.33	1465.56
(i)	Note: There shall be no quantum or supplementary wage allowed for the hand-lasting of miners'	1332.33	1405.50
	and miners' type footwear.		
(ii)	Other pulling over by hand and/or hand-lasting, including forced lasting of moccasins		
(")	Hand-lasting seats of stitchdowns	1054.50	1159.95
l	Hand-lasting in the manufacture of clogs	1054.50	1159.95
	Bench work such as riveting, putting on soles and/or heels by hand, including rubber quartertip	1054.50	1159.95
	Deficit work dual to from g, patting on once and of risone by that a first meaning restor quarter up	1054.50	1159.95
	[Ratio: There may be employed not more than one learner to each qualified employee on operations specified in (i) and (ii).]		
	(F) FINISHING DEPARTMENT		
	Class I Operations		
Qual	ified employees on:		
(ii)	Edge trimming:		
(;	a) (a) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and		
	army boots	1320.14	1452.15
	Rubber and rubber composition soles	1320.14	1452.15
	Children's footwear, all sizes up to and including size 12	1320.14	1452.15
	All slippers (men's, women's and children's)	1320.14	1452.15
	Stitchdown footwear produced from box hide and willow hide	1320.14	1452.15
	(b) All other work	1500.57	1650.63
(ii)	Edge setting:		
(2	a) (a) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army		
	boots	1075.92	1183.51
	Through runners	1075.92	1183.51
	Waist and/or top pieces		1183.51
	Children's footwear, all sizes up to and including size 12	1075.92	1183.51
	All slippers (men's, women's and children's)	1075.92	1183.51
	Stitchdown footwear produced from box hide and willow hide	1075.92	1183.51
	o) Automatic edge-setting machine, all grades	1075.92	1183.51
(0	c) All other work	1320.14	1452.15
(iii)	Heel trimming	1075.92	1183.51
vii)	Examining	1500.57	1650.63
	[Ratio: See subclause (P)]		
	• "		

	Column A Per week	Column Per wee
Class II Operations		
Class ii Operations		
Qualified employees on:		
Bitting by hand or machine	1 1	
Bottom scouring	1 1	
Heel scouring	1 1	
Heel spraying	1054.50	1159.9
Ploughing out		
Complete finishing by hand	. 1054.50	1159.9
Top piece trimming	1054.50	1159.
Bunk wheeling	1054.50	1159.
Louis flap ironing	1054.50	1159.
Rubbing down of edges and bottoms and repairing of defects in edges, heels, waists, corners of	1 1	İ
bottoms and feather of edge.	. 1054.50	1159.
Seat wheeling		1159.
Top ironing, i.e. Marking edge of forepart or waist of sole by machine or by hand tool, whether before		l
or after bottoms are faked and polished	. 1054.50	1159.
Welt wheeling		1159.
Decorative feather stitching by hand after the sole is permanently attached to the upper		1159.
	100 1.00	1100.
[Ratio: See subclause (P)]		
Class III Operations		
ualified employees on:		
Brushing, padding and/or burnishing	938.36	1032.
· · · · · · · · · · · · · · · · · · ·		1032.
Crow wheeling	1 1	
Finger scouring		1032.2
Heel breast cornering	1 1	1032.
Inking, staining, waxing and damping		1032.
Inserting, slipping and putting away lasts		1032.
Ploughing (removing the scarf round under edge of sole)		1032.
Rubbing of edges and bottoms	1 1	1032.
Spew and/or flash trimming	. 938.36	1032.
Conveyor belt loading	938.36	1032.
[Ratio: See subclause (P)]		
(G) SHOE ROOM		
ualified employees on:		
Faking	1270.31	1397.
Examining	1270.31	1397.
Patent repairing	938.36	1032.
Embossing and/or stamping	938.36	1032.
Boxing	938.36	1032.
Dressing and/or sízing	1 1	1032.
Dressing by spray-gun	1 1	1032.
Hand polishing and cleaning	1	1032.
Ironing	1 1	1032.
Labelling		1032.
Lining trimming.		1032.
Size stamping on footwear.		1032.
Socking		1032.
vvong	1	1032.
Stamping descriptions and sizes on labels	1 020 201	
Stamping descriptions and sizes on labels.	1	
Stamping descriptions and sizes on labels.  Quarter forming by machine	938.36	1032.

	Column A Per week	Column B Per week
Qualified employees on: (i) Flow moulding pre-cut uppers	984.84 984.84	1083.32
(K) INJECTION MOULDING OR POURING OF ANY MATERIAL USED FOR SOLING AND UNIT CONVERTING  Qualified employees on: Injection moulding units to lasted uppers or string-lasted uppers or sole units:  (a) Where one employee is employed on an injection moulding machine		1159.95 1159.95 1032.20
(L) STRINGLASTING OF LINED OR UNLINED FOOTWEAR BY HAND PULLING OF WITH THE ASSISTANCE OF ANY OTHER DEVICE  Qualified employees on: (i) String-lasting of fabric uppers	1054.50 1054.50	1159.95 1159.95

		1	Column E Per week
	(M) WOODEN UNIT MANUFACTURING		
Oper	rations not provided for in any other section in clause 1 of this Annexure:		
(a)	Manufacture of covered or uncovered wooden heels (including the processing of laminated layered covers):		
Qual	ified employees on:		
(i)	Machine setting to ensure the automatic or semi-automatic operation of any machine contained in		
` '	this section	1116.50	1228.1
(ii)	Cutting of blanks prior to laminating in the preparation of layered heel covers	1116.50	1228.1
(iii)	Scouring, cementing, positioning and pressing of blanks prior to cutting or guillotining of layered heel		
` '	covers	938.36	1032.2
(iv)	Cutting or guillotining of laminated blanks to produce heel covering material	1116.50	1228.1
(v)	Cutting of heel covers to a pattern from layered heel covering material	1116.50	1228.1
(vi)	(aa) Cross cutting of timber into lengths	938.36	1032.2
,	(ab) Shaping of heels and heel-breasts, using templets and/or jigs and/or guides		1032.20
	(ac) Cutting or scouring for pitching of heels, using templets and/or jigs and/or guides	938.36	1032.20
	(ad) Cupping of heels to fit heel seats		1032.20
vii)	Cementing heels and heel covers		1032.2
viii)	Spotting of heel covers to heels and pressing.	938.36	1032.2
(ix)	Trimming of heel covers	938.36	1032.20
(x)	Top piece attaching	1054.50	1159.95
(b)	Manufacture of wooden units inclusive and/or exclusive of heels:		
Quali	fied employees on:		
(i)	Selecting and/or planning of raw timber	938.36	1032.20
	Selecting and/or planning of raw timber		
(ii)		938.36	1032.20
(ii) (iii)	Measuring, marking and cutting timber into required lengths	938.36	1032.20
(ii) (iii)	Measuring, marking and cutting timber into required lengths	938.36 938.36	1032.20 1032.20
(ii) (iii) (iv)	Measuring, marking and cutting timber into required lengths	938.36 938.36	1032.20 1032.20 1159.95
(ii) (iii) (iv) (v)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50	1032.20 1032.20 1159.95 1159.95
(ii) (iii) (iv) v) vi)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50 1054.50	1032.20 1032.20 1159.95 1159.95 1032.20
(ii) (iii) (iv) (v) (vi) (vii)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50 1054.50 938.36	1032.20 1032.20 1159.95 1159.95 1032.20
(ii) (iii) (iv) (v) (vi) (vii)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50 1054.50 938.36	1032.20 1032.20 1159.95 1159.95 1032.20 1159.95
ii) iii) iv) v) vi) vii) viii)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50 1054.50 938.36 1054.50 938.36	1032.20 1032.20 1159.95 1159.95 1032.20 1159.95
(ii) (iii) (iv) (v) (vi) (vii) (viii)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50 938.36 1054.50 938.36 1054.50 938.36	1032.20 1032.20 1159.95 1159.95 1032.20 1159.95
(ii) (iii) (iv) (v) (vi) (vii) (viii)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50 1054.50 938.36 1054.50 938.36	1032.20 1032.20 1159.95 1032.20 1159.95 1032.20 1159.95 1032.20
(ii) (iii) (iv) (v) (vi) (vii) (viii) (ix) (x)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50 1054.50 938.36 1054.50 938.36 1054.50	1032.20 1032.20 1159.95 1159.95 1032.20 1159.95 1032.20 1159.95
(ii) (iv) (v) (vi) (vii) (ix) (xi) (xi)	Measuring, marking and cutting timber into required lengths.  Marking top and side elevation for profile cutting of unit	938.36 938.36 1054.50 1054.50 938.36 1054.50 938.36 1054.50 938.36	1032.20 1032.20 1159.95 1159.95 1032.20 1159.95 1032.20 1159.95
(ii) (iv) (v) (vi) (vii) (ix) (xi) (xi)	Measuring, marking and cutting timber into required lengths	938.36 938.36 1054.50 1054.50 938.36 1054.50 938.36 1054.50	1032.20 1032.20 1159.95 1032.20 1159.95 1032.20 1159.95 1032.20 1159.95
(ii) (iii) (iv) (v) (vi) (vii) (ix) (xi) (xii)	Measuring, marking and cutting timber into required lengths.  Marking top and side elevation for profile cutting of unit  Cutting and shaping from wood of a combined unit forming a foot shaped base and cutting of fancy cut-outs on the base  Cutting or routing of a margin partly or right round a wooden unit to countersink lasting margin  Cementing or solutioning and laminating of two or more pieces of wood to increase final substance.  Positioning and pressing of pre-trimmed or untrimmed soles to wooden units  Solutioning or cementing and attaching heel pieces to soles prior to attaching to wooden units, provided such pieces do not exceed the substance of the soles  Attaching top pieces to heels  (aa) Scouring units by automatic machines prior to or after sole attaching  (ab) Scouring units by hand prior to or after sole attaching  Polishing of units using sandpaper and/or wax after varnishing, painting or spraying or between applications of these operations  Examining for quality  Repairing of units	938.36 938.36 1054.50 1054.50 938.36 1054.50 938.36 1054.50 938.36	1032.20 1032.20 1159.95 1032.20 1159.95 1032.20 1159.95 1032.20 1159.95 1032.20 1397.34
(i) (ii) (iii) (iv) (v) (vi) (vii) (viii) (ix) (x) (xi) (xii) xiii) xiii)	Measuring, marking and cutting timber into required lengths.  Marking top and side elevation for profile cutting of unit  Cutting and shaping from wood of a combined unit forming a foot shaped base and cutting of fancy cut-outs on the base  Cutting or routing of a margin partly or right round a wooden unit to countersink lasting margin  Cementing or solutioning and laminating of two or more pieces of wood to increase final substance.  Positioning and pressing of pre-trimmed or untrimmed soles to wooden units  Solutioning or cementing and attaching heel pieces to soles prior to attaching to wooden units, provided such pieces do not exceed the substance of the soles  Attaching top pieces to heels  (aa) Scouring units by automatic machines prior to or after sole attaching  (ab) Scouring units by hand prior to or after sole attaching  Polishing of units using sandpaper and/or wax after varnishing, painting or spraying or between applications of these operations  Examining for quality	938.36 938.36 1054.50 1054.50 938.36 1054.50 938.36 1054.50 938.36 1054.50	1032.20 1032.20 1032.20 1159.95 1032.20 1159.95 1032.20 1159.95 1032.20 1397.34
(ii) (iii) (iv) (v) (vi) (vii) (ix) (xi) (xii) (xii)	Measuring, marking and cutting timber into required lengths.  Marking top and side elevation for profile cutting of unit  Cutting and shaping from wood of a combined unit forming a foot shaped base and cutting of fancy cut-outs on the base  Cutting or routing of a margin partly or right round a wooden unit to countersink lasting margin  Cementing or solutioning and laminating of two or more pieces of wood to increase final substance.  Positioning and pressing of pre-trimmed or untrimmed soles to wooden units  Solutioning or cementing and attaching heel pieces to soles prior to attaching to wooden units, provided such pieces do not exceed the substance of the soles  Attaching top pieces to heels  (aa) Scouring units by automatic machines prior to or after sole attaching  (ab) Scouring units by hand prior to or after sole attaching  Polishing of units using sandpaper and/or wax after varnishing, painting or spraying or between applications of these operations  Examining for quality  Repairing of units	938.36 938.36 1054.50 938.36 1054.50 938.36 1054.50 938.36 1054.50 938.36 1270.31	1032.20 1032.20 1159.95 1159.95 1032.20 1159.95 1032.20 1159.95 1032.20 1397.34

		Column A Per week	Column B Per week
	(N) LEARNERS		
(i)	Learners employed on the operations referred to in Clause 4, according to experience:		
	First six months Second six months Third six months Fourth six months Fifth six months	787.61 870.00 956.67 1028.53 1154.10	866.3 957.00 1052.3 1131.38 1269.5
(xvii)	Thereafter, the prescribed rate  Learners in Class III in the Rough Stuff, Making and Finishing Departments, according to experience:		
	First six months Second six months Third six months Thereafter, the prescribed rate.	602.29 672.63 746.22	662.52 739.89 820.84
(xviii)	Learners employed on the operations referred to in subclause (H), according to experience:		
	First six months	602.29 672.63	662.52 739.89
(xix)	Other learners, according to experience:		
	First six months Second six months Third six months Fourth six months Fifth six months Thereafter, the prescribed rate.	602.29 672.63 746.22 828.48 931.73	662.52 739.89 820.84 911.34 1024.90
Provid (i)	led that - an adult employee who has had less than 12 months' experience shall nevertheless be deemed to have had 12 months' experience;		
ii)	A learner who, during the currency of this Agreement, is engaged at a higher rate than that prescribed for one of his experience, shall be paid increments as though he has been, by experience, entitled to be paid at the rate on which he is engaged;		
iii)	learners in the Closing Department or Shoe Room shall - (aa) after the third six months of experience become entitled to a wage of R938.36 per week if employed on operations for which this rate is prescribed; (ab) after the fourth six months of experience become entitled to a wage of R991.25 per week or R1092.92 per week or R1155.53 if employed on operations for which these rates are prescribed;		
xx)	learners in the Clicking Department shall, on size stamping and/or planing and/or applying acme backing, after the third six months of experience, become entitled to a wage of R938.36.  Recruitment of any learner for an operation in Class I or Class II shall be by promotion from the class next below at a wage of not less than that which the employee was receiving on the date of promotion:  Provided that if no employee is available or if an available employee is unfit for promotion, an employee may be introduced from another class of operations or a new learner may be engaged for the operation concerned.		

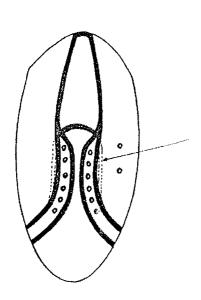
	Column A	Column B
	Per week	Per week
(O) GENERAL WORKERS		
General Workers	938.36	1032.20
(P) RATIOS		
(v) Class I Operations in the Rough Stuff and Finishing Departments		
For every three or part of three qualified employees on Class I operations collectively in the Rough Stuff and Finishing Departments, there may be employed not more than one learner. "Part of three" means a remainder of not less than two less after the number of qualified employees have been divided by three.		
(vi) Class II Operations in the Rough Stuff and Finishing Departments		
On these operations all taken collectively there may be employed not more than one learner to hree or part of three qualified employees.  Part of three" for this purpose means a remainder of not less than two after the number of qualified employees have been divided by three.		
vii) Class III Operations in the Rough Stuff and Finishing Departments		
On these operations all taken collectively there may be employed not more than two learners o each qualified employee.		
(Q) MILK		
All employees in the mill room and on press cutting operations shall be supplied with half a litre of nilk per day.		

#### WAGES: FOOTWEAR AS SPECIFIED BELOW

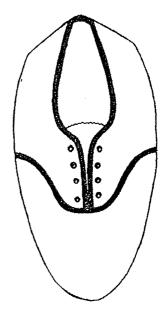
[For applicable definitions, see subclause (5) hereunder]

- Group 1: Footwear designed for active participation in sport made with an upper of canvas fabric in conjunction if necessary with edging, moulding, guards or toecaps manufactured only from rubber, all of one colour, the binding of which shall be no greater than the binding depicted in the line drawings in illustration 1(a) and (b) and substantially similar in colour to the canvas uppers. Provided that where there is a difference in depth between the shade of the uppers and that of a binding it shall not exceed the difference represented by Grade 3 of the Grey Scale for assessing Change in Colour (Society of Dyers and Colourists Standard methods, Third Edition, page 10, British Standard BS 2662: 1961 International Standards Organisation R105 / Part 2) Provided further that -
  - (i) the sole shall be of rubber which is either vulcanised in an autoclave or is directly moulded;
  - (ii) the footwear as defined may be retained on the foot by means of lacing up through metal or non-metal eyelets located on the top of the upper generally as depicted in illustration 1(a) and (b);
  - (iii) where studs and/or bars are provided, these shall not protrude more than six millimetres from the soles;
  - (iv) where a heel is provided, it shall not protrude more than six millimetres, measured from the surface of the sole at the waist;
  - (v) the said bindings shall be made of canvass fabric but that its mass may be less than 400 grammes per square metre.
- Group 2: Rubber footwear, either unlined or lined with fabrics.
- Group 3: Wholly moulded footwear.
- Group 4: Canvas fabric sandals.

#### **ILLUSTRATION 1**



Tongue completely bound down to leather edge



(a)

(p)

	Column A Per week	Column B Per week
B. OTHER FOOTWEAR IN THIS SECTION		
Qualified employees on:		
(i) Upper cutting Department:		
Group 1: Marking and/or cutting (from canvas or fabric)	1392.43	1531.67
Group 2:	1002.10	1001.01
Assisting clicker		1032.20
Marking and/or cutting gumboots (from rubber and/or canvas impregnated with rubber)		1032.20
Gum boots	938.36 938.36	1032.20 1032.20
Size marking	930.30	1032.20
(ii) Closing Department:		
Group 3:		
Attaching stays	938.36	1032.20
Size stamping on linings	938.36	1032.20
Fread trimming	938.36 991.25	1032.20 1090.38
all office dosting footh operations, including cycletting, perforating and staving	001.20	1030.50
iii) Bottom stock Department:		
Group 4:		
Sole cutting from rubber by press or by hand	1332.33	1465.56
Group 5: Cutting or extruding blanks for the moulding of soles and/or heels	938.36	1032.20
Group 6:	930.30	1032.20
NI other press cutting operations	938.36	1032.20
iv) Making Department:		
Group 7:	020.20	4000.00
Applying insole filler	938.36 938.36	1032.20 1032.20
land-lasting, rubber sole attaching by hand	938.36	1032.20
/ulcanising soles to uppers	938.36	1032.20
olutioning by hand or machine.	938.36	1032.20
ssembling	938.36	1032.20
birect moulding of soles to canvas uppers	984.84	1083.32
njection moulding of units to lasted uppers or string-lasted uppers or of sole units:		
a) Where one employee is employed on an injection moulding machine	1054.50	1159.95
Where two employees are employed on an injection moulding machine, each shall be paid	1054.50	1159.95
c) Where more than two employees are employed on an injection moulding machine, each shall be paid	1054.50 984.84	1159.95 1083.32
asting operations on a Kamborian machine	1085.85	1194.44
asting seats or sides by machine	1208.00	1328.80
combined pulling over and forepart lasting	1514.43	1665.87
	1	
v) Group 8:		
obnailing by hand or machine	1054.50	1159.95
il Croup 0:		
ri) Group 9: ttaching back strip	938.36	1032.20
	938.36	1032.20
ttaching foxing		1032.20
ttaching foxingttaching insole	930.301	
ttaching foxingttaching insolettaching lining to upper	938.36 938.36	1032.20
ttaching insole		

	Column A	Column B
	Per week	3
Cutting foxing		
Feeding conveyer	1	l .
Inserting the puffs		1032.20
Rolling uppers	1	1032.20
Slipping lasts		1032.20
Sole rolling	, ,	1032.20 1032.20
Trimming uppers	1	1032.20
Mass-measuring pellets for direct moulding	; ;	1032.20
Wheeling		1032.20
Checking and repairing	1 1	1032.20
Edge scouring		1032.20 1032.20
Sirk Screen printing	330.30	1032.20
(vii) Any operations not specified in (i) to (vi) above	938.36	1032.20
(viii) General Workers	. 938.36	1032.20
(2) LEARNERS EMPLOYED ON OPERATIONS REFERRED TO IN SUBCLAUSE (1) A AND B (EXCLUDING GENERAL WORKERS)  According to experience: First six months		662.27 739.89
Provided that an adult employee who has had less than 12 months' experience shall nevertheless be deemed to have had 12 months' experience.		
(3) RATIOS		
(a) Before a learner may be employed on any of the operations referred to in subclause (1) A, one qualified employee shall be employed and for every one qualified employee so employed, not more than two learners may be employed.		
(b) Before a learner may be employed in any of the nine groups of operations referred to in subclause (1) B, one qualified employee shall be employed in that group, and for every one qualified employee so employed, not more than two learners may be employed.		
(4) DIFFERENTIAL WORKING		
A qualified employee who is employed in any one week on two or more operations specified in this section of this Annexure shall be paid the wages which he would earn if employed for the whole time worked during that week solely on the higher or highest rated of those operations.		
(5) DEFINITIONS		
For the purposes of this clause -		
Rubber" includes natural and synthetic rubber and any thermoplastic organic substance or compound thereof; canvas fabric" means a fabric woven from yarns made from cotton and/or man-made fibres which in appearance is similar to cotton fabric and which fabric, whether bonded or not, is not more than 1,36 millimetres at 1 kilopascals or 1,32 millimetres at 5 kilopascals and its mass shall be not less than 400 grammes per square metre, the characteristics of which are strength and firmness; one colour" is an entirely natural or bleached colour of one solid shade or tone.		:

		Column A	Column B
		Per week	Per week
	CLAUSE 2 - CLIDDEDS THE HIDDEDS OF MUICH		
	CLAUSE 3: SLIPPERS, THE UPPERS OF WHICH		
	ARE MADE OF MATERIALS OTHER THAN LEATHER		
	(1) WAGES		
Quali	fied employees on:		
	H = O P = Description		
Α.	Upper Cutting Department:	1391.94	1531.13
	(i) Upper cutting	1 1	1194.44
	(iii) Upper assembling		1194.44
	(iv) Marking and/or stamping.	938.36	1032.20
	(IV) Marking and/or stamping	000.00	1002.20
В.	Machining Department:		
	(i) Machining toe caps, collars, seams, binding, tongues, socks and pads, buttonholing, buttoning	944.10	1038.51
	(ii) Machining of uppers, socks, pads and soft soles together	991.25	1090.38
	(iii) Machining elastic bound edges of uppers to soft soles	991.25	1090.38
C.	Rough Stuff Department:		
	(i) Sole cutting from leather	1514.43	1665.87
	(ii) Sole cutting from other than leather	1332.33	1465.56
	(iii) Insole cutting and lift and top-piece cutting	1332.33	1465.56
	(iv) Stamping	938.36	1032.20
	(v) Heel covering	938.36	1032.20
<b>D</b>	Making Department:		
D.	(i) Slipper turn sewing.	1150.44	1265.48
	(y) Steaming and blocking into shape:	1150.44	1205.40
	(a) Felt work	1054.50	1159.95
	(b) Leather work, fabric Cubans	1054.50	1159.95
	(5) 254116 1001 1001 1001 1001 1001 1001 1001	100 1.00	1 100.00
	(iii) Stuck-on process:		
	(a) Hand-lasting	1054.50	1159.95
	Sole roughening	1054.50	1159.95
	Sole positioning on upper and press operating in one operation	1054.50	1159.95
	Sole positioning on upper and forepart seat before pressing	1054.50	1159.95
	Press operating with sole previously positioned	1054.50	1159.95
	(b) Solutioning operation	938.36	1032.20
	(b) Sole and insole tacking	938.36	1032.20

		Column A	Column B
L		Per week	Per week
		4071.55	
(iv)	Vulcanising soles to lasted uppers		1
(v)	Slugging		1
(vi)	Hand-levelling	ŀ	
	Heel attaching.		
	Tacking backs	1	
(vii)	Slipper turning		
(viii)	Fetching and putting away lasts		1032.20
(ix)	Inserting heel pads	938.36	1032.20
(x)	Conveyor operating	938.36	1032.20
(xi)	Direct injection moulding or pouring of any materials used for soiling and unit converting:		
	Direct injection moulding of units to lasted uppers or string-lasted uppers or uppers with stitched-in socks:		
	(a) Where one employee is employed on an injection moulding machine	1054.50	1159.95
	(b) Where two employees are employed on an injection moulding machine each shall be paid	1054.50	
	(c) Where more than two employees are employed on injection moulding machine each shall be paid	1054.50	1159.95
E.	Finishing Department		
	Edge trimming	1332.33	1465.56
	Edge setting	1087.06	1195.77
	Heel trimming	938.36	1032.20
	Scouring operations	938.36	1032.20
	Inking, staining and brushing	938.36	1032.20
	Slipping uppers	938.36	1032.20
_	Shoe Room Department		
	Examining		
	All other Shoe Room operations	938.36	1032.20
	(2) LEARNERS		
	ng to experience:	600.06	000.07
	First six months	602.06 672.56	662.27
	Third six months.	746.22	739.82 820.84
	Fourth six months.	828.49	911.34
	Fifth six months.	931.73	1024.90
		3010	1024.30
	d that a learner shall not be entitled to a wage higher than that prescribed for a qualified employee on the operation on which such learner is engaged:		
	d further that learners on operations for which a wage rate of R938.36 prescribed shall, after the third six months of experience, become entitled to this wage rate;		
Provide	d further that an adult employee who has had less than 12 months' experience shall nevertheless be deemed to have had 12 months' experience.		
`	·		
	(3) GENERAL WORKERS	1	
General	workers	938.36	1032.20
	(4) RATIO		
employe subclau	y one qualified employee engaged on the operations specified in subclause (1) hereof there may be do not more than two learners at the wages in accordance with the scale laid down for learners under se (2) hereof: Provided that one employee in receipt of the wage prescribed for a qualified employee employed in each department before a learner may be employed.		

SIGNED BY THE PARTIES AT DURBAN ON THIS THE 28 DAY OF 2012.

P L THERON, Member of the Council

A O BENJAMIN, Member of the Council

B.N. LOUBSEL Member of the Council

S NAIDOO, General Secretary of the Council

A J

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