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OF  
SOUTH AFRICA



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## GOVERNMENT NOTICE

### DEPARTMENT OF LABOUR

**No. R. 1318**

**6 November 1998**

LABOUR RELATIONS ACT, 1995

#### LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION OF COLLECTIVE AGREEMENT FOR THE TANNING SECTION TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, 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 16 November 1998 and for the period ending 30 June 1999.

**M. M. S. MDLADLANA**  
Minister of Labour

**UMNYANGO WEZEMISEBENZI****No. R. 1318****6 Novemba 1998**

UMTHETHO WEZEMISEBENZI, KA 1995

**IMBONI YEZIKHUMBA YASENINGIZIMU AFRIKA: UKWELULWA KWESIVUMELWANO SIKAWONKEWONKE  
NGENGXENYE YOKUCHAYA IZIKHUMBA KULABO ABANGA ZIMBANDAKANYI**

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe wezemiSebenzi, ngokwesigaba 32 (2) soMthetho wobuDlelwano kwezemiSebenzi, ka 1995 (*Labour Relations Act, 1995*), ngiyamemezela ukuthi isiVumelwano sikaWonkewonke esivelayo kwiSheduli yeSingisi exhunyiwe lapha, esahlanganiswa emkhandlini kaZwelonke wokuXoxisana ngamaHolo eziMbonini zesiKhumba eNingizimu Afrika (*National Bargaining Council of the Leather Industry of South Africa*) futhi esiyisibopho ngokwesigaba 31 soMthetho wobuDlelwano kwezemiSebenzi, ka 1995 (*Labour Relations Act, 1995*), kulawo maqembu ahlanganisa isivumelwano leso, siyababopha nabanye abaqashi nabaqashwe kulowo mkhakha weziMboni, kusukela ngomhlaka 16 Novemba 1998 nangesikhathi sonke esiyophela mhla ziwu 30 Juni 1999.

**M. M. S. MDLADLANA****UNgqongqoshe wezemiSebenzi**

**Qaphela:** Amakhophi alesi sivumelwano esiZulu ayatholakala uma eceliwe eMkhandlini kaZwelonke wokuXoxisana ngamaHolo eziMbonini zesiKhumba eNingizimu Afrika.

**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

**National Union of Leather and Allied Workers**

and

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

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

being parties to the National Bargaining Council of the Leather Industry of South Africa.

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### 1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Tanning Section of the Leather Industry—
  - (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions and who are engaged or employed in the said industry;
  - (b) in the Magisterial Districts of The Cape, Bellville, Wynberg, Paarl, Stellenbosch, excluding that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Kuils River, Oudtshoorn, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding those portions of the Magisterial District of Durban which, prior to the publication of Government Notices Nos. 1939 and 2067 of 10 September 1982 and 1 October 1982 respectively, fell within the Magisterial District of Inanda, Pietermaritzburg, Barberton, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Gauteng), Brits, White River, Witbank, Nigel, Germiston and Bloemfontein, on the operations falling under paragraph 2 (a) of the definition of Leather Industry, and in the Magisterial District of Bellville, including those portions of the Magisterial District of Bellville which, subsequent to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial Districts of Goodwood and Kuils River, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William's Town and Pietermaritzburg, with effect from 1 May 1986 on the operations falling under paragraph 2 (b) of the definition of Leather Industry.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom hourly rates are prescribed in this Agreement and to the employers of such employees.
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2, 8, 14 (2) and (3), and 15.

### 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 1999.

### 3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, No. 66 of 1995, shall have the same meaning as in that Act; and unless the contrary intention appears, words implying the masculine shall include the feminine—

**"Act"** means the Labour Relations Act, No. 66 of 1995;

**"assistant storeman and/or assistant warehouseman"** means an employee who mainly performs one or more of the operations referred to in the definition of "storeman and/or warehouseman" under the supervision of a storeman and/or warehouseman;

**"boiler attendant"** means an employee who is employed on maintaining steam pressure and water content in any boiler, and who may also be employed on the making and maintaining of fires;

**"Council"** means the National Bargaining Council for the Leather Industry;

**"despatch clerk"** means an employee who is responsible for receiving goods into or from a store or warehouse or from departments for despatch or delivery and who is responsible for the packing and/or assembling of such goods, the checking of packages and the mass-measuring, marking or addressing thereof;

**"District Committee"** means a committee established in terms of the constitution of the Council to administer agreements in a particular area;

**"day worker"** means an employee who is required or permitted to work on such basis that the majority of his ordinary hours of work fall between the hours of 06:00 and 18:00 and "daywork" shall have a corresponding meaning;

**"emergency work"** means—

- (a) work which needs to be done without delay because of fire, accident, storm, epidemic, act of violence, looting, breakdown of plant or machinery; or
- (b) work which cannot be done with normal working time, such as the overhauling or repairing of plant or machinery, and the handling of products which need to be done without delay due to the perishable nature of such products;

**"establishment"** means any place in which any operations in connection with the Industry are carried on;

**"experience"** means the total period(s) of employment which an employee has had in the Industry;

**"general worker"** means an employee employed to do general work including all types of cleaning, carrying, loading or unloading of vehicles, making of any beverages, assisting on delivery vehicles, collection and delivery of mail or messages, marking of packages and bales, and effluent disposal;

**"half-day"** means the usual morning period of work of an establishment;

**"handyman"** means an employee who is employed to make minor repairs to machinery or equipment and for the purpose of maintenance to buildings;



**"hourly rate"** means the rate prescribed in terms of this agreement, excluding overtime, incentives or allowances, but where an employee earns a premium rate, it shall mean the higher rate.

**"Industry"** means the Tanning Section of the Leather Industry;

**"learner"** means an employee who is employed to learn one or more operations in the Industry;

**"Leather Industry"** or **"Industry"** means the industry in which employers and employees are associated—

(1) for the manufacture, mainly from leather, of—

- (a) footwear, including all types, but not including bespoke made footwear;
- (b) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
- (c) harnesses, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing ladies' bags, shopping bags, knitting bags, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rugstraps, braces, belts, suspenders, garters, armlets, and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;
- (d) ladies' and/or children's handbags;

(2) for the—

- (a) tanning, dressing and fellmongering of hides and skins; and
- (b) (i) preparation of cured or uncured hides and/or skins for tanning; for this purpose "preparation of hides and/or skins for tanning" without detracting from its ordinary or technical meaning, includes any of the following:  

Washing, soaking, fleshing, deburring, liming, unhairing, dewooling, the removal of scales, deliming, bating and pickling; and
- (ii) tanning of the cured or uncured hides and/or skins; and/or
- (iii) retanning and/or dyeing and/or drying and/or softening and/or buffing and/or dressing and/or finishing and/or laminating of leather and/or the combing and/or shearing and/or ironing of hides and/or skins with the wool or hair on; and
- (iv) cutting of upholstery panels from leather: Provided that, for the purposes of subparagraphs (i) to (iii) "hides and skins" includes the following:

Pelts with or without the fur on; sheepskins with or without the wool on; game and goat skins with or without the hair on; all types of reptile skins, and bird skins with or without the feathers on;

- (3) in establishments in which leather goods are also manufactured, for the manufacture, from materials other than leather, of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
- (4) for the manufacture of all types of footwear from material other than leather;
- (5) for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;
- (6) for the manufacture of handbags from materials other than leather, in establishments in which leather goods referred to in paragraph (1) are not manufactured, but excluding the manufacture of handbags—
  - (a) wholly or mainly from metal;
  - (b) from cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any constituent of paper;
  - (c) wholly or mainly from plastics other than plastic sheeting material;
- (7) for the manufacture—
  - (a) wholly or mainly from leather, of footballs, punchballs, netball balls, and boxing gloves;
  - (b) of leather-covered hockey and/or cricket balls;
- (8) in establishments in which leather goods are not manufactured for the manufacture from materials other than leather, of—
  - (a) attache cases, bags and all other containers designed to hold personal effects, sporting kit and documents;
  - (b) harnesses, bridles, saddlery, leggings stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;
  - (c) travelling requisites, including trunks, from materials other than leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

Provided that paragraphs (a), (b) and (c) shall not be construed to include—

- (i) the manufacture of metal components and/or attachments;
- (ii) the manufacture of canvas bank bags, canvas kit bags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosive bags;
- (iii) the manufacture of any article from rubber;
- (iv) the manufacture of any article or the practice of any trade or occupation covered by the Printing Industry which, without in any way limiting the generally accepted meaning thereof, means that industry which, or undertaking in which employers and employees are associated in the production of printed matter of any nature whatsoever;
- (v) the manufacture of any articles from metal and of any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent of which is fibre and/or cardboard and/or paper and/or any constituent of paper and/or plastics, but excluding the manufacture, wholly or mainly from fibre or plastic sheeting material, of trunks, attache cases, bags and all similar containers designed to hold personal effects, musical instruments and sporting kit;

Provided further that the word "plastic" as contained in paragraph (v) means any of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which while solid in the finished state, at some stage in its manufacture has been or can be forced i.e. cast, calendered, extruded or moulded, into various shapes of flow, usually through the application, singly or together, of heat and pressure;

**"night allowance"** means the allowance payable to an employee employed on night work based on 42 ordinary hours per week;

**"night worker"** means an employee other than a night watchman, who is required or permitted to work on such a basis that the majority of his ordinary hours of work fall between the hours of 18:00 and 06:00 and "nightwork" shall have a corresponding meaning;

**"piece-work"** means work which is remunerated according to quantity or output of work done;

**"premium"** shall mean the difference between an employee's actual wage (excluding overtime, incentives and shift allowances) and the prescribed wage;

**"Qualified employee"** means an employee who is entitled by experience to receive the full wage prescribed in this Agreement;

**"Secretary of the Council"** means the General Secretary of the Council or anyone appointed to act in his place;

**"shift allowance"** means the allowance payable to employees employed to work shifts of less than 42 ordinary hours per week and shift shall have a corresponding meaning;

**"Storeman and/or warehouseman"** means an employee who is in general charge of stores and whose responsibilities and duties include receiving goods into store, storing and handling of such goods, delivery thereof to departments or for transit and/or (un)packing within the store;

**"Tanning Section"** means the section of the Leather Industry in which employers and employees are associated for the tanning, dressing and/or fellmongering of hides and skins;

**"wage"** means the actual hourly rate that the employee receives (excluding overtime, bonus and incentives) and shall include a premium where the employee is paid a premium.

**"watchman"** means an employee who is employed to guard premises or property. A "day watchman" works his ordinary hours between the hours 06:00 and 18:00 and a "night watchman" works his ordinary hours between the hours of 18:00 and 06:00;

**"weekly wage"** means the hourly rate prescribed in terms of this agreement multiplied by the ordinary hours which an employee works in terms of this agreement;

**"wool-skin processing"** means the processing of skins with the wool on.

#### 4. EMPLOYEES

##### 4.1 Prohibited employment

- (1) No employer in the Industry shall employ a person under the age of 15.

##### 4.2 Licensing of learners

- (1) An employer who employs a learner on splitting or shaving shall obtain a license from the Council by submitting an application on the specified form.
- (2) The Council shall issue a license which shall contain the learner's name and age, the operation on which he is employed, the wage rate payable to him, the name of the employer and the period for which the license will apply.
- (3) The employer shall provide the employee with a duplicate copy of the license.

- (4) To determine the wage rate of a learner, all his previous service in the industry shall be taken into account.
- (5) The Council may withdraw a license by giving one week's notice to the employer and the employee.
- (6) When the employee has completed his learnership, the Council shall issue a certificate to this effect to the employee.

## 5. HOURS OF WORK

### 5.1 Ordinary hours of work

- (1) An employer may not require or permit an employee, other than a night watchman or an employee referred to in subclause (3), to work more than 42 ordinary hours per week.
- (2) A night watchman may not be required or permitted to work for more than 60 ordinary hours per week.
- (3) An employee who works shifts in an establishment where two or more shifts are worked, may not be required or permitted to work more than 38 ordinary hours per week.
- (4) The hours of work of a driver includes all periods of driving and all times spent on other work connected with the vehicle or the load and all time that he shall remain with the vehicle and ready to work, but excludes meal-times.
- (5) The starting and finishing times and variation of such times in each section or department will be subject to the fluctuations of operational requirements in the workplace.

### 5.2 Overtime hours

- (1) An employer may require or permit an employee to work overtime not exceeding 10 hours per week.
- (2) An employer may extend the permitted overtime hours per week to a maximum of 20 hours, provided that—
  - (a) prior consent is obtained from the relevant employees in the particular section or department; and
  - (b) prior notification of at least 24 hours has been given to employees required to work such overtime.
- (3) Overtime in terms of subclause (2) is voluntary for all employees and no employer may take disciplinary action against any employee who is not able to work such overtime.
- (4) Except in cases where he is required to perform emergency work, an employee does not have to work overtime unless notice of such overtime was given—
  - (a) the day prior to overtime in terms of subclause (1);
  - or
  - (b) 24 hours prior to overtime in terms of subclause (2).

### 5.3 Meal and other rest intervals

#### *Meal intervals:*

- (1) An employer may not require or permit an employee to work for more than 5 hours continuously without a meal interval of at least an hour.
- (2) An employer may reduce the meal interval to 30 minutes by obtaining the agreement of at least 75% of his employees.
- (3) Where an employer has reduced the meal interval in terms of subclause (2), he shall notify the District Committee for his area of such reduction.
- (4) Where an employer is required to give an employee a second meal interval because of working overtime, such interval may be reduced to 15 minutes at the request of the employee.
- (5) The meal interval in terms of subclauses (1), (2) and (4) will not form part of the ordinary hours of work or overtime.

#### *Rest intervals:*

- (6) An employer shall give an employee two rest intervals of 10 minutes each, one before and one after the meal interval.
- (7) An employer may do away with one or both of the rest intervals in terms of subclause (6) by obtaining agreement from at least 75% of his employees and may reduce the number of ordinary hours of work accordingly.
- (8) A statement of such agreement shall be lodged with the District Committee for the area before the employer may dispense with rest intervals.

### 5.4 Shift-work

- (1) Shift structures shall be determined at plant level between the employer and employees in the section or department concerned.
- (2) Unless otherwise agreed at plant level between an employer and his employees, the following conditions apply to the working of shifts:
  - (a) An employee working shifts may not be required or permitted to work the same shift for more than one week continuously.

- (b) An employee working night work may not be required or permitted to remain on night work for more than two consecutive weeks.

### 5.5 Short-time

- (1) Short-time means a temporary reduction in the number of ordinary hours of work as a result of a shortage of work and/or raw materials or a general breakdown of plant or machinery or breakdown or threatened breakdown of buildings, or any other unforeseen work-related circumstances.
- (2) Employees who are not required to work due to short-time shall be informed individually or by notice posted in the department or departments where they work that short-time will apply and that their services will not be required.
- (3) An employer does not have to pay employees, except a night watchman and a driver, for the period that they are on short-time where—
  - (a) short-time is due to a shortage of work and/or raw materials, and notice in terms of subclause (2) was given to them at least the day before.
  - (b) short-time is due to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency, and notice in terms of subclause (2) was given to them the day before. But where notice was not given at least the day before he only has to pay them for the first hour.
  - (c) short-time is due to foreseen market-related situations, and notice in terms of subclause (2) was given to them at least 72 hours before.
- (4) Where notice was not given to employees the day before that short-time is to apply, and employees are present for work at the ordinary starting time, they are entitled to be employed for at least a half-day or receive half a day's pay. Where notice of short-time was not given to employees during the morning and they are present for work in the afternoon, they are entitled to be employed for at least two hours or be paid for two hours.

## 6. LEAVE

### 6.1 Annual leave

- (1) An employer shall give all of his employees, excluding a night watchman, annual leave of not less than two consecutive weeks and three days.
- (2) An employer and his employees shall determine at plant level the date on which the establishment will close for annual leave. A notice, in writing, giving the provisional date of closing shall be put up in the workplace at least 30 days before such date. A further notice, giving the actual date of closing and restarting, shall be put up in the workplace at least 14 days before the closing date.

#### *Payment for annual leave:*

- (3) An employee shall be paid holiday pay in terms of subclauses (4) or (5), before the last working day before annual leave commences.
- (4) An employee who has completed 12 consecutive months work with an employer shall be paid holiday pay equal to his wages for two weeks and three days. The pay for three days shall be calculated as three fifths of the wage of the employee.
- (5) An employee who has not worked for 12 consecutive months with an employer when annual leave starts or when the employee's services are terminated, shall be paid one-twelfth of the holiday pay for every month worked.
- (6) Any public holidays falling within the annual leave period shall be added to the annual leave as further paid leave. Payment for these public holidays shall be calculated in terms of the Public Holidays' Act, 1994.
- (7) An employer and his employees may, through negotiation, determine a different arrangement at plant level in respect of any matter in subclauses (1) to (6).
- (8) An employee whose service is terminated during December and who has worked for 11 consecutive months with the employer, shall be paid the full holiday pay, unless his service was terminated for any reason recognised by law as sufficient to justify dismissal.

#### *Night watchman:*

- (9) A night watchman shall be granted annual leave of 22 consecutive calendar days for each completed period of 12 months of consecutive employment.
- (10) A night watchman's annual leave shall be granted at the reasonable convenience of the employer, but within three months of completion of the year of employment to which it relates.
- (11) A night watchman shall be paid, not later than his last working day, a leave allowance of his hourly rate multiplied by 192 hours.



- (12) A night watchman who has not worked for 12 consecutive months with an employer when the annual leave starts or when the employee's services are terminated, shall be paid a proportionate share of the holiday pay for every month worked to the amount of one-fourth of his weekly wage for every month worked.

*Calculation of holiday pay:*

- (13) The wage that an employee was receiving before the holiday started or before the employee's service was terminated shall be used for calculation of holiday pay. The holiday pay for employees on shiftwork shall be calculated on the basis of a 42 hour week.
- (14) Employment for 15 consecutive calendar days will be considered a month for the purpose of calculating holiday pay.
- (15) Continuous employment includes any period during which an employee—
- (a) is on annual leave;
  - (b) is absent from work on the instructions or at the request of his employer;
  - (c) is absent from work due to illness; or
  - (d) is absent from work due to maternity leave.
- (16) Where an employee is absent due to illness for more than three consecutive days and cannot give the employer a medical certificate, or where the employee is absent for longer than 30 days due to illness, subclause (15) (c) will not apply.
- (17) A female employee who is on maternity leave or goes on maternity leave during the annual leave period, is entitled to holiday pay calculated up until the date when she went on maternity leave. When such an employee returns from maternity leave, she will be entitled to the difference in the holiday pay which accrued during her absence on maternity leave.

## 6.2 Public holidays

- (1) Public holidays shall be granted in terms of the Public Holidays' Act, No. 36 of 1994.
- (2) When a public holiday falls on a Sunday, the following Monday will be a holiday.
- (3) Where an employee works on a public holiday, he shall be paid for his time worked as well as the pay he would have received if he had not worked.
- (4) Where an employee's service is terminated in the week in which Good Friday falls, he shall be entitled to payment for Good Friday and Family Day, unless his service was terminated for disciplinary reasons.
- (5) Where a public holiday falls on a Saturday and it is a normal working day, employees shall be paid in terms of Section 5 (1) (b) of the Public Holidays' Act, 1994.

## 6.3 Maternity Leave

- (1) Female employees with not less than one year's continuous service with the same employer are entitled to maternity leave of 16 weeks, beginning four weeks before the expected date of birth until 12 weeks after the date of birth.
- (2) An employee who will require maternity leave shall give her employer a medical certificate, indicating the expected date of birth, at least three months before such date.
- (3) An employee who is on maternity leave shall notify her employer whether she will return to work after maternity leave and such notice shall be given four weeks after the birth of the child. If she does not give such notice, the employer may terminate her service without notice.
- (4) An employee who returns to work after maternity leave is entitled to be re-engaged on at least the prescribed rate of pay for the operation that she worked on before she went on maternity leave, but her employer does not have to re-engage her on the same operation.

## 6.4 Paternity leave

- (1) A male employee is entitled to two days paid paternity leave per year in the event of the birth of his child.
- (2) The following conditions shall apply before qualifying for paternity leave:
- (a) The employee shall register his wife, common law wife or customary law wife with his employer on commencement of employment and shall inform the employer of any changes to this information within reasonable time after they occur.
  - (b) The employee shall notify the employer of his intention to apply for paternity leave three months before taking such leave.
  - (c) The employee shall provide the employer with the birth certificate after he has been on paternity leave.

## 7. REMUNERATION

## 7.1 Wages and wage rates

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

## WAGE AND WAGE RATES

	Rate per hour
<b>A. Grade A:</b>	
(a) Operators of splitting machines, which shall include the setting and adjustments to such machines and the splitting either in the lime or tanned conditions, or both.....	13,22
(i) Learners, according to experience:	
First six months.....	80% of prescribed wage
Second six months .....	90% of prescribed wage
Thereafter .....	the prescribed wage
(ii) In every tannery in which a splitting machine is installed, there shall be employed at least one splitter at the full rate under A (a) above.	
(b) Operators of shaving and whitening machines .....	11,79
Learners, according to experience:	
First six months.....	80% of prescribed wage
Second six months .....	90% of prescribed wage
Thereafter .....	the prescribed wage
<b>B. Grade B:</b>	
(a) Employees other than those specified in (b):	
(i) Employed as first grade tablehands, ie hand buffers and whiteners, hand shavers, hand sprayers and employees employed on rounding.....	10,41
<b>Note:</b> Rounding is the cutting up of untanned hide into bends, bellies, shoulders of backs, but does not include cutting a hide into two sides.	
(ii) Employed as operators of fleshing, unhairing, staking and buffing machines .....	9,95
(iii) Employed as operators of glazing, all types of measuring, sole substance measuring, sole rolling, hydraulic press, sammying, setting, bark milling, scudding, seasoning, oiling, washing, brushing, spraying, padding, curtain coating, dust removal, oscillating knife, necking and wrinkle setting machines, and employees employed as tablehands (other than first grade) who are using carrier's tools or improvised currier's tools on any class of leather and who are using these aforementioned tools on pasting plants or vacuum drying plants, employees engaged on repairing defects in leather, mixing and matching of pigment finish colours, matching dyes, square cutting, sueding by brush and/or emery paper, assisting a splitter in feeding into the front of a splitting machine, operating a mobile hoist truck of the type which requires the driver to be on the vehicle, and employees employed on blackening, greasing, staining, pigmenting and seasoning leather by hand (brush or pad) and as lime yard hand fleshers .....	9,67
(a) Learners employed on operations as specified in paragraph (a) (i), (ii) and (iii) above:	
According to experience:	
First six months .....	80% of prescribed wage
Second six months .....	90% of prescribed wage
Thereafter, if employed under—	
(a) (i) .....	the prescribed wage
(a) (ii) .....	the prescribed wage
(a) (iii).....	the prescribed wage
<b>Ratio:</b> Not more than one learner receiving less than the full rate prescribed for his occupation may be employed to every three or part of three employees on semi-skilled operations receiving the full rate. 'Part of three' shall mean a remainder of not less than one after the total number of employees re-receiving full rates has been divided by three.	

	Rate per hour
<b>C. Grade C:</b>	
<b>(a) Employees—</b>	
(i) employed on scudding, cobbing, tacking, toggling and trimming, hides and skins, drum operators and trimming, breaking and/or fleshing skins with wool or hair .....	8,81
<b>Note:</b> 'Cobbing' means the trimming of the loose fleshings hanging from the edges of the hides after fleshing.	
(ii) Grade I: All employees who are mainly employed in the physical handling of hides and/or skins in the lime yard and tan yard up to and including sammying, and all employees who are wholly or mainly employed in the physical handling of hides and/or skins in the dye yard.....	8,81
(iii) Grade II: All employees who are mainly employed in the physical handling of raw hides and/or skins in the hide stores and leather in all other departments, not specified in Grade I:	
all employees involved in the maintenance of machines and equipment, including general workers whose occupation is specified under the definition of 'general worker' in clause 1 of this Agreement.....	8,81
(iv) employed on batch stamping of raw hides and skins.....	8,93
<b>Note:</b> All rates prescribed in (i) above are inclusive of a 'dirt allowance' at the rate of 25c per week awarded by the arbitrator in 1945.	
<b>D. Wool-skin processing machines and operations not elsewhere specified:</b>	
(a) Ironing and/or shearing and/or combing .....	9,10
(b) Carding .....	9,10
(c) Stitching by machine .....	9,28
(d) Cutting of patterns .....	8,93
<b>E. Welting, randing and lace-cutting departments:</b>	
(a) Operators of splitting, skiving, cutting, grooving and bevelling machines.....	9,28
(b) All other operations .....	8,81
<b>F. (a) Storemen and/or warehousemen, despatch clerks.....</b>	9,29
(b) assistant storemen and/or assistant warehousemen .....	9,10
<b>G. Motor vehicle drivers—</b>	
employed on vehicle of a pay-load of up to and including 2 722 kg .....	9,54
employed on vehicle of pay-load of over 2 722 kg but not exceeding 4 536 kg .....	10,25
employed on vehicle of pay-load of over 4 536 kg .....	11,16
<b>H. Boiler attendants .....</b>	8,93
<b>I. Night-watchmen .....</b>	6,47
<b>J. Day-watchmen .....</b>	8,93
<b>K. Handyman .....</b>	9,10
<b>L. (a) Operations relating to the production of upholstery leather not elsewhere specified:</b>	
(i) Marking and/or patterns placing .....	11,24
(ii) Cutting to patterns .....	10,41
(iii) Piece marking .....	8,93
<b>(b) Learners employed on operations specified in (a)(i) above:</b>	
First six months of experience .....	80% of prescribed wage
Second six months of experience .....	90% of prescribed wage
<b>(c) Learners employed in the operation referred to in (a) (ii) above:</b>	
First six months of experience .....	80% of prescribed wage
Second six months of experience .....	90% of prescribed wage

- (2) The prescribed wages shall be payable for a working week of 42 hours, except in the case of a night watchman, where it shall be payable for a working week of 60 hours.
- (3) Where an employee is engaged on night work, remuneration shall be payable for a working week of 42 hours plus 10% calculated on the hourly rate.
- (4) *Shift allowances*

Employees working shifts of less than 42 ordinary hours per week shall be paid as follows:

- (a) Where the majority of ordinary hours fall between 06:00 and 14:00, the employee shall be paid at his hourly rate as well as a shift allowance of 8% per hour.
- (b) Where the majority of ordinary hours fall between 14:00 and 22:00, the employee shall be paid at his hourly rate as well as a shift allowance of 12% per hour.
- (c) Where the majority of ordinary hours fall between 22:00 and 06:00, the employee shall be paid at his hourly rate as well as a shift allowance of 14% per hour.

(5) *Payment of wages*

Wages shall be paid in cash weekly during ordinary business hours and not later than Friday, unless an employer and his employees agree at plant level to a different method of payment. Each employee's wages shall be placed in a sealed envelope with the following details appearing on the outside in indelible writing:

Employee .....  
 Hourly rate .....  
 Pay for work on Sundays .....  
 Hours worked: .....  
     (i) Ordinary hours .....  
     (ii) Overtime .....  
 Amount due .....  
 Deductions .....  
 P.A.Y.E. ....  
 Unemployment Insurance Fund .....  
 Sick Benefit Fund .....  
 Provident Fund .....  
 Insurance or Pension Fund .....  
 Trade union subscriptions .....  
 Council levies .....  
 Net earnings .....  
 Employer .....  
 Date .....

(6) *Deductions*

Deductions may not be made from an employee's pay other than the following:

- (a) Where the employee was absent from work other than on the instructions or at the request of his employer, a deduction proportionate to his period of absence;
  - (b) with the written consent of the employee, for holiday, unemployment, sick, insurance, pension funds or savings funds (approved by the Council);
  - (c) contributions and levies to the Council or Council Funds;
  - (d) for payment of money on behalf of an employee that an employer is forced to make through a court order or legal process;
  - (e) with written consent from the employee, deductions for any trade union funds (only trade unions who are parties to the Council).
- (7) No premium for the training of an employee shall be charged or accepted by an employer, except in terms of a training scheme to which an employer is legally required to contribute.
- (8) *Learners*

An employee who is promoted to or re-engaged on an operation with a higher prescribed rate of pay and for which a learnership scale is prescribed shall become a learner on that operation shall be paid that notch of the learnership scale which is immediately higher than the rate on his previous operation.



(9) *Premium wage rate*

A premium is an amount, being the difference between an employee's actual hourly rate (excluding overtime, incentives and shift allowances) and the prescribed hourly rate. An employee shall be entitled to continue receiving the premium while he is employed on the same operation with the same employer, and such premium may not be offset against any increases granted in terms of any amendments to this Agreement.

(10) *Remuneration due to a deceased employee*

Where a dependant of a deceased employee can provide proof to an employer of the death of the employee, the employer may pay any wages still owing to such employee to the dependant. The estate of the employee will not have any claim on the employer.

(11) *Acting allowance*

An employee who has to perform, for a temporary period, an operation for which a higher wage is prescribed shall be paid the higher rate for the time worked on that operation. An employee who temporarily has to perform an operation for which a lower rate is prescribed shall be paid the wage he received before working on that operation.

(12) *Incentive schemes*

Incentive schemes shall be negotiated at plant level. A copy of the agreement, signed by the employer and representatives of the majority trade union, shall be forwarded to the Secretary of the Council.

**7.2 Overtime rates**

## (1) An employee, excluding a night watchman, shall be paid for overtime on the following basis:

- (a) Where the works before or after his usual starting time on Monday to Friday and/or Saturday morning, his hourly rate plus  $33\frac{1}{3}\%$ ;
- (b) where the normal working week is completed between Monday and Friday and an employee is required to work on a Saturday morning, his hourly rate plus  $33\frac{1}{3}\%$  irrespective of the number of hours actually worked between Monday and Friday;
- (c) where he works on a Saturday afternoon, his hourly rate plus 50%;
- (d) where an employee works overtime on a Sunday, he shall be paid—
  - (i) at one and a third times his hourly rate and given a days' paid leave within seven days of such Sunday; or
  - (ii) where he worked less than four hours overtime, his basic daily wage; or
  - (iii) where he worked more than four hours overtime, the greater of—
    - (a) double his hourly rate for the period worked; or
    - (b) double his basic daily wage.

## (2) A night watchman shall be paid overtime on the following basis:

- (a) Where he works after his normal finishing time, his hourly rate plus  $33\frac{1}{3}\%$ ;
- (b) where he works on his night off, double his hourly rate.

## (3) Where an employee is remunerated on a basis other than the time worked by him, his ordinary hourly rate of remuneration for the purpose of calculating his overtime shall be calculated by dividing his total remuneration for the prior three months or the total period of employment, whichever is the shorter, by the number of hours actually worked by him over the same period.

**7.3 Holiday bonus**

- (1) An employer shall pay every employee who has completed 12 consecutive months employment a holiday bonus equal to nine days pay.
- (2) The holiday bonus shall be calculated on the hourly wage that the employee was receiving at the commencement of annual leave.
- (3) An employee who has not completed 12 months employment when the establishment closes for the annual leave period shall receive a proportional amount of one-twelfth of the holiday bonus for each completed month of employment.
- (4) An employee who started working on the day after the annual leave period, shall be deemed to have been employed for 12 months if he is still working for the same employer when the establishment closes for the next annual leave period.

- (5) An employee who is retrenched shall be paid a proportional amount of the holiday bonus for each month of employment completed, calculated in terms of 7.3 (3).
- (6) For the purpose of calculating the holiday bonus, employment for 15 consecutive calendar days is considered employment for 15 consecutive calendar days is considered employment for a month.

#### 7.4 Long service bonus

- (1) An employee shall annually be paid a long service bonus at the beginning of the annual leave, calculated as follows:
 

5 years' continuous service .....	one fifth of weekly wage
10 years' continuous service .....	two fifths of weekly wage
15 years' continuous service .....	three fifths of weekly wage
20 years' and more .....	four fifths of weekly wage.
- (2) The wage that the employee was receiving just before the annual leave shall be used for calculating the long service bonuses.

### 8. ORGANISATIONAL RIGHTS

- (1) Preferential treatment in the matter of employment shall be given to members of the trade unions.
- (2) Officials of the trade unions shall be given every reasonable facility by employers to organise employees.

#### 8.1 Deduction of trade union subscriptions

- (1) An employee who is a member of a trade union party to the Council may give an employer authorisation in writing to deduct the amount of the trade union subscription from his wages.
- (2) The employer shall, as soon as possible after receiving such permission, start deducting the trade union subscription and pay the amount so deducted to the relevant trade union by the 15th of each month.

#### 8.2 Shop stewards

- (1) Members of trade union parties to the Council shall be entitled to elect one or more shop stewards in a workplace in terms of section 14 (2) of the Labour Relations Act, No. 66 of 1995.
- (2) An employer shall give full recognition to such shop stewards and provide them with reasonable meeting facilities.
- (3) An employer shall consult with these shop stewards on matters relating to disagreement and to the working conditions of the employees generally.

#### *Paid time off*

- (4) Shop stewards elected in terms of subclause (1) are entitled to six days paid and two days unpaid leave a year for the purpose of attending training courses or Council meetings.
- (5) Shop stewards at the same workplace may pool their leave entitlement for use by one or more shop stewards in the same workplace.
- (6) Where a shop steward vacates his office for any reason, the shop steward elected in his place will only be entitled to the balance of leave.

#### 8.3 Trade Union representatives on the Council

- (1) Employers shall give any of their employees who are representatives on any Committee of the Council every facility to attend to their duties in this regard.

### 9. TERMINATION OF EMPLOYMENT

#### 9.1 Notice

- (1) An employer or employee shall give at least one week's notice in writing of their intention to terminate their contract of employment. Such notice shall consist of five working days and shall take effect from the date on which it is given. They may agree to a longer notice provided that the period of notice apply equally to both employer and employee.
- (2) Shorter notice is possible in the following circumstances:
  - (a) An employee may give notice of one day where he has been working short-time for more than two consecutive days in a week.
  - (b) An employer or employee may give notice of one day during the first two weeks of employment of an employee who has a previous experience in the industry.
- (3) An employer who does not need the employee to work during the notice period may pay him instead of notice.
- (4) The notice period may not fall within the annual leave period.

- (5) An employee who is dismissed without notice shall be paid a full week's pay instead of notice, unless the employee was dismissed for a cause recognised by law as sufficient.
- (6) By notifying the employee and the Council in writing, an employer shall be entitled to summarily terminate the contract of employment without notice where an employee has been absent from work due to illness for periods in excess of—
  - (a) 45 consecutive days in the case of employees with up to three years service;
  - (b) 60 consecutive days in the case of employees with between three and five years experience;
  - (c) 90 consecutive days in the case of employees with more than five years experience.

Provided that an employee will only qualify for these lengthy periods of absence where a valid medical certificate was produced to the employer within the first five working days of illness. An employer will furthermore be entitled to temporarily replace the services of an employee who is absent due to illness and to terminate the services of such temporary employee by giving notice in terms of subclause (1) above.

## 9.2 Severance pay

- (1) Where an employee's services are terminated for operational reasons the employer shall pay him severance pay of one week's pay for each completed year of service with the same employer. However, where the termination is due to a plant or departmental closure or the relocation of an establishment, severance pay shall be negotiated at plant level.

## 9.3 Service certificates

- (1) An employer shall issue an employee leaving his service with a service certificate in the form of Annexure A.
- (2) The employer shall keep a copy of every service certificate and forward a further copy to the Council.
- (3) Before employing an employee, an employer shall require that he produce a service certificate in the form of Annexure A from his previous employer or a certificate from the Council as proof of his previous experience.

# 10. GENERAL

## 10.1 Insurance of wages in case of fire

- (1) An employer shall be insured with a registered insurance company against the loss of wages due to fire.
- (2) The policy shall be for an amount of one week's wages for all his employees.
- (3) On a request from the Council, the employer shall produce a certificate within 14 days from the insurance company certifying that he is covered in terms of the requirements of this subclause.
- (4) Should the employer be unable to insure the employees' wages in terms of this clause, he shall, within two months of this agreement coming into operation or within two months of commencing business in the Industry, lodge with the Council an amount equal to one weeks' wages of his employees.

Money lodged with the Council in terms hereof shall be invested in a special trust investment account and remain the property of the employer until paid to employees. Any interest accruing to the money so invested shall accrue to the general funds of the Council.

## 10.2 Clothing and tools

- (1) An employer shall supply an employee free of charge with all necessary protective clothing and tools.

## 10.3 Calculation of contributions and levies to Council or Council funds

- (1) Contributions and levies to the Council shall be calculated on weekly earnings, which shall be determined by using the prescribed hourly rate of an employee multiplied by 42.

# 11. PLACE OF EMPLOYMENT

- (1) No employer shall require an employee to perform work in the Industry in any place other than his regular establishment, unless an employer and his employees determine a different arrangement at plant level.
- (2) An employee shall not work for more than one employer during the same working week.

# 12. EXEMPTIONS

- (1) All applications for exemption from any provisions of this agreement shall be in writing in the form required by the Council and lodged with the local office of the Council.
- (2) The District committee may, subject to subclause 6 and on giving its reasons therefore, may grant an exemption on any conditions and for any period it considers appropriate.
- (3) A party aggrieved by a decision of the District committee may appeal to the Council who shall consider the application subject to subclause 6 and on giving its reasons therefore, may grant an exemption on any conditions and for any period it considers appropriate. The decision of the Council shall be final.

(4) A non-party aggrieved by the decision of the District committee, may refer its application to the Independent Exemptions Body hereby established by the Council in terms of this clause.

(5) The Independent Exemptions Body shall consider all such applications in a manner it considers appropriate to determine the application fairly and quickly, which may be limited to a consideration of written motivation, or may include the hearing of evidence and arguments.

(6) When considering an application for exemption, an appeal against a District committee decision or an application for the withdrawal of a licence of exemption, the Council or the Independent Exemptions Body, as the case may be, shall take into account the following (the order not indicating any form of priority):

- (a) any written and/or verbal substantiation provided by the applicant;
- (b) fairness to the employer, its employees and other employers and the employees in the industry;
- (c) whether an exemption, if granted, would undermine this Agreement or the collective bargaining process;
- (d) whether it will make a material difference to the viability of a new business or a business previously outside the jurisdiction of the Council;
- (e) unexpected economic hardship occurring during the currency of the Agreement and job creation and/or loss thereof;
- (f) the infringement of basic conditions of employment rights;
- (g) the fact that a competitive advantage might be created by the exemption;
- (h) comparable benefits or provisions where applicable;
- (i) the applicant's compliance with other statutory requirements such as the Occupation Injuries and Diseases Act or Unemployment Insurance; or
- (j) any other factor which is considered appropriate.

(7) Having made a decision to grant or refuse an exemption application, the Independent Exemptions Body shall advise the applicants and the Council within 14 days of its decision, giving full reasons. The decision of the Independent Exemptions Body shall be final.

(8) The Council shall issue to every person granted an exemption in terms of this clause a licence of exemption setting out—

- (a) the applicant's name;
- (b) the provisions of the agreement from which exemption has been granted;
- (c) the conditions relating to the exemption; and
- (d) the period for which the exemption shall operate.

(9) The Council may withdraw a licence of exemption granted to a party to this agreement by giving one week's notice to the party concerned, or may, in the case of a non-party, apply to the Independent Exemptions Body for the withdrawal of a licence granted.

### 13. DISPUTE RESOLUTION

(1) The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of this Agreement.

(2) Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Secretary of the Council for resolution in terms of this Agreement.

(3) The Secretary of the Council may require a designated agent to investigate the complaint or dispute.

(4) The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation.

(5) The designated agent must submit a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

(6) If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement, the agent—

- (a) may investigate the alleged breach;
- (b) may endeavour to secure compliance with the Agreement; and
- (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.



- (7) On receipt of the report, the Secretary may—
- require the designated agent to make further investigations;
  - if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
  - refer the dispute for conciliation to the Disputes Committee of the Council;
  - issue a compliance order; or
  - 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 subclause (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 subclause (10). The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.
- (12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- (13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.
- (14) If a party objects, the Secretary may take any of the steps referred to in subclause (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.
- (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—
- the parties to the dispute;
  - any person who may have a legal interest in the outcome of the arbitration.
- (19) The arbitrator must—
- endeavour to conciliate the dispute; and
  - if the dispute remains unresolved, resolve the dispute through arbitration.
- (20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
- (22) The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.
- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, 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—
- continue with the arbitration proceedings in the absence of that party; or
  - adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that—
- a compliance order has been issued and the party on whom the order has been issued has not been objected to the order;
  - 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 subclause (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 the reasons, signed by the arbitrator; and
- (b) the Council must serve a copy of that award on each party to the dispute.

(29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.

(30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.

(31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award—

- (a) erroneously sought or made in the absence of any party affected by the award;
- (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
- (c) granted as a result of a mistake common to the parties to the proceedings.

(32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Labour Relations Act.

#### 14. ADMINISTRATION OF THE AGREEMENT

(1) The Council is responsible for the administration and enforcement of this Agreement and may issue expressions of opinion not inconsistent with this Agreement as a guideline to employers and employees.

(2) The Council may appoint one or more agents to assist in giving effect to this Agreement.

(3) An employer shall permit such agents to enter the workplace and make such inquiries and examine such books, documents, wage records, pay envelopes and pay tickets and to question any individual necessary to determine whether the Agreement is complied with.

#### 15. AMENDMENTS TO THIS AGREEMENT

(1) Other than amendments to provisions relating to substantive terms and conditions of employment, amendments to this Agreement may be requested by any party to this Agreement during any period up to 30 June 1999, subject to the following:

- (a) Doubt or a dispute over the interpretation or application of the part requested to be amended must exist.
- (b) Such doubt or dispute must be a consequence of the parties attempts at the rewording of such part during the simplification exercise, and
- (c) The doubt or dispute must be capable of being resolved by reference to the wording of the part in question as it had existed in terms of the Agreement prior to the simplification exercise.

(2) Any such dispute or request for amendment shall be referred to the Manager Committee of the Council for resolution.

(3) The Management Committee shall resolve the relevant dispute by—

- (a) reverting back to the wording of the part in the Agreement prior to the simplification process; or
- (b) by a consensual amendment of the wording of the part to give effect to the true meaning of the part.

Signed by the Parties at Port Elizabeth on this 13th day of March 1998.

**W. B. WASMUTH**

**Member of the Council**

**A. A. VAN ROOYEN**

**Member of the Council**

**M. PAULSEN**

**Member of the Council**

**L. M. VAN LOGGERENBERG**

**General Secretary of the Council**

**ANNEXURE A****NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA****SERVICE CERTIFICATE**

Section of the industry.....

Name and Address of employer.....

.....

.....

I hereby certify that the undermentioned person was employed by me and that the particulars hereunder are correct:

Fund No. .... Surname .....

Factory No. .... First Names .....

Date of birth .... Identity Number .....

Sex..... Employed as.....

Reason for leaving:

.....

.....

.....

Wage paid on date of leaving.....

Date of entering service .....

Name of previous employer and date of leaving .....

Date of leaving service .....

.....

Issued at.....

Date .....

**Signature of Employer/Secretary**



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