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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM DEPARTEMENT VAN OMGEWINGSKE EN TOERISME

No. R. 1376

3 October 2003

MARINE LIVING RESOURCES ACT, 1998 (ACT NO. 18 OF 1998)

AMENDMENT OF REGULATIONS

The Minister of Environmental Affairs and Tourism has under Section 77 of the Marine Living Resources Act, 1998 (Act No. 18 of 1998), made the Regulations as set out in the Schedule.

SCHEDULE

Definitions

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 1111 of 2 September 1998, as amended by Government Notices No. R. 27 of 14 January 2000, No. 1129 of 17 November 2000, No. R. 1344 of 8 December 2000, No. R. 1428 of 29 December 2000, No. R. 375 of 4 May 2001, No. R. 1000 of 12 October 2001 and No. R. 765 of 6 June 2003.

Amendment of Annexure 2 of the Regulations

2. Annexure 2 to the Regulations is hereby amended by the substitution for PART A, item 4, of the following item:

"4. Chokka squid (*Loligo vulgaris reynaudii*) — from 18 October to 22 November in any year, both dates inclusive."

No. R. 1376

3 Oktober 2003

WET OP LEWENDE MARIENE HULPBRONNE, 1998 (WET No.18 VAN 1998)**WYSIGING VAN REGULASIES**

Die Minister van Omgewingsake en Toerisme het kragtens Artikel 77 van die Wet op Lewende Mariene Hulpbronne, 1998 (Wet No. 18 van 1998), die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywings**

1. In hierdie Bylae beteken "die Regulasies" die regulasies soos afgekondig by Goewermenskennisgewing No. R. 1111 van 2 September 1998 en soos gewysig by Goewermenskennisgewings Nos. R. 27 van 14 Januarie 2000 en No. R. 1129 van 17 November 2000, No. R. 1344 van 8 Desember 2000, No. R. 1428 van 29 Desember 2000, No. R. 375 van 4 Mei 2001, No. R. 1000 van 12 Oktober 2001 en No. R. 765 of 6 June 2003.

Wysiging van Aanhangsel 2 van die Regulasies

2. Aanhangsel 2 van die Regulasies word hierby gewysig deur item 4 van DEEL A met die volgende item te vervang:

"4. Tjokka pylinkvis (*Loligo vulgaris reynaudii*) — vanaf 18 Oktober tot 22 November in enige jaar, beide datums inklusief."

**SOUTH AFRICAN REVENUE SERVICE
SUID-AFRIKAANSE INKOMSTEDIENS****No. R. 1371****3 October 2003****CORRECTION NOTICE****CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1221)**

By amending the English and Afrikaans Text of Government Notice No. R.1337 of 26 September 2003 appearing in Government Gazette No. 25373 by substituting the expression "48.03" with the expression "48.18" appearing against No. 2 and substituting subheading "7604.15" to read "7604.29.15" where it appears against No. 4 in the Correction Notice.

No. R. 1371**3 Oktober 2003****VERBETERINGSKENNISGEWING****DOEANE-EN AKSYNSWET, 1964
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1221)**

Deur die Engelse en Afrikaanse Teks in Goewermentskennisgewing No. R.1337 van 26 September 2003 wat in Staatskoerant No. 25473 verskyn het, deur die uitdrukking "48.03" met die uitdrukking "48.18" teenoor nommer 2 te vervang en subpos "7604.15" deur 7604.29.15" teenoor nommer 4 soos dit in die Verbeteringskennisgewing verskyn het, te vervang.

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 1355****3 October 2003**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING
BARGAINING COUNCIL: MAIN COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 582 of 15 June 2000, R. 1336 of 8 December 2000, R. 1379 of 21 December 2001, R. 323 of 22 March 2002, R. 1079 of 23 August 2002, R. 1447 of 22 November 2002 and R. 907 of 27 June 2003 with effect from 13 October 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1355**3 Oktober 2003**

WET OP ARBEIDSVARHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

**SUID-AFRIKAANSE KATOENTEKSTIELVERWERKINGS- EN VERVAARDIGINGSNYWERHEID
BEDINGINGSRAAD: HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings Nos. R. 582 van 15 Junie 2000, R. 1336 van 8 Desember 2000, R. 1379 van 21 Desember 2001, R. 323 van 22 Maart 2002, R. 1079 van 23 Augustus 2002, R. 1447 van 22 November 2002 en R. 907 van 27 Junie 2003 in, met ingang van 13 Oktober 2003.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1356**3 October 2003**

LABOUR RELATIONS ACT, 1995

**SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL: EXTENSION OF
MAIN RE-ENACTING AND AMENDING COLLECTIVE AGREEMENT 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 South African Cotton Textile Processing and Manufacturing 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 13 October 2003, and for the period ending 30 June 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1356**3 Oktober 2003**

WET OP ARBEIDSVARHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE SUID-AFRIKAANSE KATOENTEKSTIELVERWERKINGS- EN VERVAARDIGINGSNYWER-
HEID: UITBREIDING HOOF KOLLEKTIEWE HERBEKRAGTING EN WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Suid-Afrikaanse Katoentekstielverwerkings- en Vervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie nywerheid, met ingang van 13 Oktober 2003, en vir die tydperk wat op 30 Junie 2004 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL
AGREEMENT**

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

South African Cotton Textile Processing Employers' Association

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

Southern African Clothing and Textiles Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the South African Cotton Textile Processing and Manufacturing Bargaining Council.

1. SCOPE OF APPLICATION

1.1 This Agreement shall apply to all employers and all employees who are members of the parties to this Agreement and who are engaged in the Cotton Textile Processing and Manufacturing Industry.

1.2 This Agreement also applies to all other employers and all employees in the Cotton Textile Processing and Manufacturing Industry.

2. PERIOD OF OPERATION

2.1 This Agreement shall come into operation—

(a) in respect of the parties to the Agreement, on the date of signature.

(b) in respect of non-parties, 10 days after the date of publication in the *Gazette*.

2.2 This Agreement shall remain in force until 30 June 2004.

3. SPECIAL PROVISIONS

The provisions contained in clause 4, 27 and 37 of the Agreement published under Government Notice No. R. 582 of 15 June 2000, as amended and renewed by Government Notices Nos. R. 1336 of 8 December 2000, R. 1379 of 21 December 2001, R. 323 of 22 March 2002, R. 1079 of 23 August 2002, R. 1447 of 22 November 2002 and R. 907 of 27 June 2003 (hereinafter referred to as the "Former Agreement"), as further amended, re-enacted and renewed from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 5 to 26, 28 to 36 and 38 of the Former Agreement (as further amended, re-enacted and renewed from time) shall apply to employers and employees.

5. EXCEPTIONS

This Agreement does not apply to—

5.1 employees whose wages are not prescribed in Annexure A to this Agreement; and

5.2 non-parties in respect of clause 1.1.1, 2.1 (a), 3 and item 9.3 of Annexure A.

6. CLAUSE 9 OF THE FORMER AGREEMENT: TEMPORARY EMPLOYEES

Substitute the following for the existing clause 9:

"9. TEMPORARY EMPLOYEES

9.1 After six months temporary employees shall be deemed to be permanent employees and their employment terms and conditions shall be adjusted accordingly. Any variation of this arrangement shall be by agreement between the parties at plant level.

9.2 Temporary employees in the employ of a company as at December each year shall be entitled to a pro rata annual bonus for all periods of employment during that year.

9.3 At no stage shall the total number of temporary employees exceed 10% of the total number of permanent employees at any company, unless otherwise agreed between the parties at plant level.

9.4 An employer shall pay a temporary employee a daily wage—

(a) for each hour, or part thereof;

(b) no less than the basic hourly wage payable to an employee in accordance with this Agreement."

7. ANNEXURE A

Substitute the following for the existing Annexure A in its entirety:

"ANNEXURE A"**1. WAGE SCHEDULE**

Grade	Old rate	Increase	New rate
1	R11,29	R1,02	R12,32
2	R11,51	R1,04	R12,55
3	R11,83	R1,07	R12,90
4	R12,33	R1,12	R13,45
5	R12,96	R1,17	R14,13

Transitional provision following the 2003 negotiations: In addition to the wage that an employee is entitled to in terms of this Agreement, he shall be entitled to receive, by not later than six weeks from the date from which the Minister declares this Agreement binding by publication in the *Gazette* (hereinafter referred to as the implementation date) and in equal weekly instalments, an amount equal to the difference between the remuneration paid to him calculated from 1 July 2003 until the implementation date and remuneration based on his wage, as specified in this Agreement, calculated from 1 July 2003 until the implementation date.

2. ANNUAL BONUS (CLAUSE 7)

An employee who has worked continuously for an employer for a full year as at December 2003 shall receive a minimum annual bonus equivalent to three and a half week's basic wage or the existing annual bonus, whichever is the greater.

3. ORDINARY HOURS OF WORK (CLAUSE 12)

The maximum ordinary hours of work that an employer may require or permit an employee to work is 45 hours in a week.

4. ANNUAL LEAVE (CLAUSE 18)

An employee shall be entitled to 15 working days' leave per annum, paid at the employee's basic wage. Public holidays shall be paid in addition to annual leave.

5. MATERNITY LEAVE (CLAUSE 20)

A female employee who is pregnant shall be entitled to six months' maternity leave, four months of which shall be paid at 33,2% of her basic wage. The remaining two months, if taken, shall be unpaid.

6. PROVIDENT FUND (CLAUSE 22)

6.1 Every employer and every employee shall contribute a minimum amount equivalent to 5,5% of the employee's basic wage to a registered retirement fund.

6.2 Where an employer is paying a provident fund contribution in excess of 7,5%, the current rand amount as at 30 June 2003 shall continue to be paid for the duration of this Agreement.

7. NIGHT-SHIFT ALLOWANCE (CLAUSE 6)

7.1 An employer shall pay a minimum night-shift allowance of 5% of the basic hourly rate of pay for work performed between 18:00 and 06:00.

7.2 Where an employer currently pays a more favourable shift allowance, that employer shall be allowed to adjust such allowance to ensure that, on aggregate, it is no less favourable than any shift allowance and/or shift premium currently being paid.

8. COUNCIL LEVIES (CLAUSE 31)

8.1 For the purpose of providing funding for council activities, the parties agree that the Bargaining Council levy shall be increased to R1,00 per employee per week for both the employers and the employees.

8.2 Of this R1,00, an amount of 10 cents from the employer shall be used to fund employer costs for Bargaining Council activities and likewise an amount of 10 cents from the employee shall be used to fund union costs for Bargaining Council activities. The 10 cent employer and trade union cost entitlement shall be transferred to each party on a quarterly basis.

9. SHOP STEWARDS

9.1 Each shop steward in an establishment covered by the scope of this Agreement shall be entitled to paid leave as indicated hereunder:

From 1 July 2003 to 30 June 2004: 8 days.

From 1 July 2004 to 30 June 2005: 9 days.

From 1 July 2005 to 30 June 2006: 10 days.

- 9.2 In addition, one shop steward per plant shall be allocated a further once-off 5 days' paid training, if required by the trade union, in terms of the HIV/AIDS counsellor training. Such training shall form part of the Employers' Workplace Skills Development Plan, and shall be accredited with the SETA.
- 9.3 All shop stewards of trade unions party to the Bargaining Council shall be granted access to a telephone, a fax machine, meeting facilities for shop steward committee meetings, and a trade union office at the workplace. The parties shall meet at plant level to give appropriate effect to this.
- 9.4 Shop stewards at each workplace shall be granted three hours' paid time off for factory shop steward committee meetings, each month.
- 9.5 Shop stewards' time off for Bargaining Council and SETA related meetings shall be paid for by the employer. This shall be limited to one shop steward per company, unless more is agreed by the company.
- 9.6 Each shop stewards' committee shall, at each company and by the 20th of each month, be provided with schedules reflecting the following details on request from the senior shop steward:
 - (a) All employees in the bargaining unit (broken down by permanent workers, learnerships, and/or temporary workers);
 - (b) all non-union members.

10. HIV/AIDS

For the purpose of providing for a fund to provide education and awareness, each employer shall contribute 10 cents per week per employee towards the SACTWU HIV/AIDS Project. This contribution shall be paid over directly to the SACTWU Finance Department (Head Office Account), on an annual basis, by no later than 15 January each year.

11. LEARNERSHIPS

- 11.1 The total number of registered section 18.2 (Skills Development Act, 1998) learnerships shall at no time be more than 10% of the total number of permanent employees.
- 11.2 All learnership agreements shall contain a clause offering permanent employment on the completion of a learnership for learners referred to in clause 11.1, subject to available appropriate vacancies: Provided that retrenched shall be granted first preference.
- 11.3 No learnership agreement shall contain a provision requiring compulsory overtime work (unless such overtime forms part of an agreed shift pattern), compulsory work during protected industrial action, and/or deductions from any statutory or retirement funds.
- 11.4 No permanent worker shall be retrenched and replaced by a learner.
- 11.5 All employers shall comply with SETA policy relating to learnerships, unless such policy is amended by a collective agreement.
- 11.6 The ratio of time spent on theoretical versus practical training, for each learner, shall be a ratio determined in accordance with SETA policy and guidelines.
- 11.7 Employers shall provide a quarterly report to the shop stewards' committee at each company, setting out progress on the learnership.

Thus done and signed at Durban this 29th day of July 2003.

N. RADEMAN

Chairman

B. NKABINDE

Witness

A. T. PARKINSON

Secretary

No. R. 1357

3 October 2003

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION OF THE TANNING SECTION COLLECTIVE AMENDING AGREEMENT 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 6 October 2003 and for the period ending 30 June 2004.

M. M. S. MDLADLANA

Minister of Labour

UMNYANGO WEZEMISEBENZI**No. R. 1357****3 Octoba 2003**

UMTHETHO WEZEMISEBENZI, KA 1995

IMBONI YEZIKHUMBA YASENINGISIMU AFRIKA: UKWELULWA KWESIVUMELWANO SIKAWONKE SINEZELELA KWINGXENYE YEZINTO ZESIGABA ESISHUKA ISIKHUMBA KULABO ABENGWONA AMALUNGU

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe wezemiSebenzi, ngokwesigaba 32 (2) soMthetho wobuDlelwano kwezemiSebenzi, ka 1995, (Labour Relations Act 1995) ngiyamemezela ukuthi iSivumelwano sikaWonkewonke esinezelelewa kwiSheduli yeSingisi exhunyiwe lapha, esahlangiswa emkhandlwini kaZwelonke wokuXoxisana ngamaHolo eziMbonini zesiKhumba eNingizimu Afrika, (National Bargaining Council of the Leather Industry of South Africa) futhi esiyisibophu ngokwesigaba 31 soMthetho wobuDlelwano kwezemiSebenzi, ka 1995 (Labour Relations Act, 1995), kulawo maqembu ahlanganisa isinezelelo sesivumelwano leso, siyababopha nabanye abaqashi nabaqashwa kulowo mkhakha wezimboni, kusukela ngomhlaka 6 Octoba 2003, nangesikhathi sonke esiyophela mhla ziwu 30 Juni 2004.

M. M. S. MDLADLANA**uNgqongqoshe wezemiSebenzi**

Gaphela: Amakhophi alesi sivumelwano esiZulu ayatholakala eMkhandlwini 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)

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

**Southern African Clothing and Textile Workers' Union,
National Union of Leather and Allied Workers (NULAW)**

(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 published under Government Notices Nos. R. 1318 of 6 November 1998, as extended, amended and re-enacted by Government Notices Nos. R. 287 of 12 March 1999, R. 1017 of 27 August 1999, R. 47 of 28 January 2000, R. 555 of 9 June 2000, R. 128 of 9 February 2001, R. 389 of 18 May 2001, R. 823 of 7 September 2001, R. 1230 of 30 November 2001, R. 693 of 17 May 2002, R. 1531 of 13 December 2002 and R. 714 of 6 June 2003.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall 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, and the former self-governing territories of KwaZulu, Qwaqwa, Lebowa, Gazankulu, KaNgwane and KwaNdebele;
 - (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 shall apply only to employees for whom wages are prescribed in this Agreement, and to employers of such employees.
- (3) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (b) and 2 (1).

2. DATE AND PERIOD OF OPERATION

- (1) This Agreement shall come into operation for the parties on 1 July 2003 and remain in force for the period ending 30 June 2004.
- (2) This Agreement shall come into operation for non-parties on such date as the Minister of Labour extends this Agreement to them, and shall remain in force for the period ending 30 June 2004.

3. CLAUSE 7: REMUNERATION

- (1) Substitute the following for clause 7.1 (1):
 - "(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
(a) Liming/Tanning Yard, Shaving, Splitting, Dyeing, Drying and Finishing Section rates:	
Band A1 employees engaged in—	
Rounding	15,93
Splitting	19,70
Band A2 employees engaged in—	
Shaving	16,88
Band B employees engaged in—	
Colour matching	14,88
Glazing	14,88
Hand spraying	15,72
Hand tipping	14,88
Pilot plant operating	15,72
Polishing	14,88
Band C employees engaged in—	
Assisting splitter	14,66
Brushing	14,66
Buffing	14,66
Chemical weighing	14,66
Colour mixing	14,66
Curtain coating	14,66
Conditioning	13,70
Drum operating	13,70
Drycleaning machine	13,70
Embossing/printing	14,66
Fleshing (hand or machine)	14,66
Hide stamping	13,85
Hydraulic press	14,66
Measuring	14,66
Padding	14,66
Pasting	14,66
Roller coating	14,66
Rotor press	14,66
Rotor spraying	14,66
Sammying	14,66
Setting	14,66
Sole rolling	14,66
Staking	14,66
Trimming after shaving	13,70
Vacuum drying	14,66
Band D employees engaged in—	
Flesh Trimming	13,51
General workers	13,51
(on operations as defined in definition of 'General Worker')	
Hang drying	13,51
Milling	13,51
Toggling	13,51
Learners employed on operations specified in Bands A1, A2, B and C shall be paid on the following basis:	
First six months of experience	80% of prescribed wage
Second six months of experience	90% of prescribed wage
(b) Quality examining and/or sorting rates	
Band A1 employees engaged as—	
Final sorter	15,93
Wet blue sorter	15,93

	Rate per hour
Band B employees engaged as—	
Crust sorter	14,88
Band C employees engaged as—	
Split sorter	14,66
(c) Wool-skin processing and operations not elsewhere specified rates	
Band C employees engaged in—	
Carding.....	14,02
Combing.....	14,02
Cutting to patterns.....	13,80
Ironing	14,02
Shearing.....	14,02
Stitching by machine.....	14,28
(d) Cutting section rates	
Band A1 employees engaged in—	
Cutter 1	17,15
Final inspecting	15,93
Band A2 employees engaged in—	
Hand cutting	15,93
Band B employees engaged in—	
Component splitting	14,48
Cutter 2	15,72
Hide marking	15,72
Band C employees engaged in—	
Component packing	13,85
Laminating.....	13,85
Laying out.....	13,85
Perforating.....	13,85
Stamping (piece marking)	13,85
Template control.....	13,85
Band D employees engaged as—	
General workers employed on operations as defined in the definition of 'General Worker'	13,51
Learners employed on operations as specified in Bands A1, A2, B and C shall be paid on the following basis:	
First six months of experience	80% of prescribed wage
Second six months of experience	90% of prescribed wage
(e) The following wage rates shall be paid to employees other than those referred to in (a), (b), (c) and (d):	
Band A2 employees engaged as—	
Motor vehicle delivery driver	15,71
(Code C Licence or higher)	
Band B employees engaged as—	
Despatch clerk	14,36
Handyman.....	14,09
Motor vehicle general driver.....	14,69
(Code C1 Licence or lower)	
Spray gun mechanic	15,72
Storeman and/or warehouseman.....	14,36
Tractor driver.....	14,69

	Rate per hour
Band C employees engaged as—	
Boiler attendant	13,85
Forklift driver	14,66
Security guard	13,85
Store assistant and/or warehouseman assistant	13,85
Band D employees engaged as—	
Nylon replacer	13,51

(2) Substitute the following for subclause (1) of clause 7.3—Holiday bonus:

- “(1) An employer shall pay every employee who has completed twelve (12) consecutive months’ employment a holiday bonus equal to ten (10) days’ pay. In the event of an employee’s not utilising his/her sick leave entitlement in terms of clause 6.5 (2), he/she shall be entitled to an additional bonus calculated as follows:
- (a) An additional two days’ wages in respect of the first five (5) days of sick leave not taken; and
 - (b) a further three (3) days’ wages in the event of an employee not utilising the balance of his sick leave entitlement”.

4. CLAUSE 12: EXEMPTIONS

Substitute the following for clause 12:

“12. EXEMPTIONS

- (1) Any party falling within the Council’s registered scope may apply to the Bargaining Council for exemption from any or all the provisions of this Agreement.
- (2) All applications for exemption from any of the provisions of this Agreement shall be in writing on an application form as provided by the Council, and lodged with the local office of the Council for consideration by the District Committee of the area concerned, or the National Exemptions Committee
- (3) The District Committee or the National Exemptions Committee shall hear and decide applications for exemption 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.
- (4) Exemption Criteria: The District Committee or the National Exemptions Committee, when considering an application, shall take into account the following criteria (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 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 this Agreement, and job creation and/or loss thereof;
 - (f) infringement of basic conditions of employment rights;
 - (g) whether 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 Occupational Injuries and Diseases Act or unemployment insurance; or
 - (j) any other factor which is considered appropriate.
- (5) The District Committee or the National Exemptions Committee, on approving an application, shall within fourteen days advise the applicant of such decision, and issue a licence of exemption, setting out the following:
 - (a) The full name of the person or enterprise(s) concerned;
 - (b) the provisions of this Agreement from which the exemption has been granted;
 - (c) the conditions subject to which exemption is granted;
 - (d) the period of exemption;
 - (e) the date from which the exemption shall operate.
- (6) The District Committee or the National Exemptions Committee may, on good cause shown, give the holder of a license of exemption one week’s notice of withdrawal of the exemption granted.

- (7) The District Committee or the National Exemptions Committee on not approving an exemption or part of an exemption, shall advise the applicant(s) within fourteen (14) days of the date of such decision, providing the reason or reasons for not granting the exemption.
- (8) Appeals: An independent body entitled the "Independent Appeal Body", shall be appointed in accordance with the provisions of section 32 (3) (e) of the Act to hear and decide any appeal brought by a party or a non-party against—
- the District Committee or the National Exemptions Committee's refusal of an application for exemption from the provisions contained in this Agreement; or
 - the withdrawal of an exemption by the District Committee or the National Exemptions Committee.
- (9) The Council or District Secretary shall, on receipt of a written application for an appeal, forward the application, together with the original application for exemption and all supporting documents, to the Independent Appeal Body for a decision.
- (10) The Independent Appeal Body shall hear and decide appeals 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.
- (11) The Independent Appeal Body shall consider all applications with reference to the criteria set out in subclause (4).
- (12) The Independent Appeal Body shall advise the Council and the applicant(s) of their decision within fourteen (14) days, providing full reasons for the decision. Should the Independent Appeal Body reverse the decision of the District Committee or the National Exemptions Committee, the Council shall issue the Applicant with a license of exemption in accordance with subclause (5).
- (13) In the event of a party or a non-party's appealing against the District Committee or National Exemptions Committee's decision, such party or non-party may, at the Independent Appeal Body's discretion, be liable for payment of costs incurred by the council in the event of the Independent Appeal Body's upholding the District Committee or National Exemptions Committee's decision."

6. CLAUSE 13: DISPUTE RESOLUTION

To clause 13 add the following new subclause (34):

- "(34) (a) If the arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the arbitrator may, in addition to any other appropriate order, impose a penalty.
- (b) The maximum penalty that the arbitrator may impose for a failure to comply with any provision of the collective agreement—
- not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the penalty determined in terms of Table One or Table Two;
 - involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two.

TABLE ONE

MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO

MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order

A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order

Signed by the parties at Durban this 12th day of June 2003.

J. P. HENRY
Member of the Council

W. VAN DER RHEEDE
Member of the Council

M. PAULSEN
Member of the Council

L. M. VAN LOGGERENBERG
General Secretary of the Council

No. R. 1358

3 October 2003

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION OF THE GENERAL GOODS AND HANDBAG SECTION COLLECTIVE AMENDING AGREEMENT 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 in the other employers and employees in that industry, with effect from 6 October 2003 and for the period ending 30 June 2004.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1358

3 Oktober 2003

WET OP ARBEIDSVERHOUDINGE, 1995

NATIONALE BEDINGINGSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA: UITBREIDING VAN KOLLEKTIEWE WYSIGINGSOOREENKOMS VIR DIE ALGEMENE GOEDERE- EN HANDSAKSEKSIE NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Leernywerheid van Suid-Afrika aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 6 Oktober 2003, en vir die tydperk wat op 30 Junie 2004 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die Bylae by die Engelse kennisgewing, is beskikbaar by die Raad.

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA:
GENERAL GOODS AND HANDBAG SECTION****COLLECTIVE AGREEMENT**

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

Association of South African Manufacturers of Luggage, Handbags and General Goods

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

National Union of Leather and Allied Workers

and the

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 amended and renewed by 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 and R. 713 of 6 June 2003.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the General Goods and Handbag Section of the Leather Industry—
 - (a) in the Republic of South Africa, which includes the former Republic of Transkei, the former Republic of Bophuthatswana, the former Republic of Venda and the former Republic of Ciskei, and the former self-governing territories of KwaZulu, Qwaqwa, Lebowa, Gazankulu, KaNgwane and KwaNdebele;
 - (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 above section of the Leather Industry.
- (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 this 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. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as the Minister of Labour extends this Agreement to non-parties and shall remain in force for the period ending 30 June 2004.

3. CLAUSE 19: GUARANTEE: LEAVE PAY AND CONTRIBUTION

Delete the existing clause 19 and substitute the following new clause 19: Agency Shop Employers' Organisation:

"19. AGENCY SHOP EMPLOYERS' ORGANISATION

- (1) Every employer that belongs to the employers' organisation shall pay a monthly membership fee as prescribed in subclause (3) below.
- (2) Every employer that does not belong to the employers' organisation shall pay a monthly levy as prescribed in subclause (3) below.
- (3) The amount of the monthly membership fee or monthly levy shall be R75,00 per month per employer.
- (4) Every employer shall pay the monthly amount to the Secretary of the Council, P O Box 40057, Walmer, PORT ELIZABETH, 6056, before the 15th day of each month, together with an analysis of the amounts received.
- (5) The Secretary of the Council shall deposit all moneys received in terms of this clause into the Council's account and at the end of each month—
 - (a) pay all membership fees received to the employers' organisation; and
 - (b) deposit all levies received into a separate account administered by the employers' organisation.
- (6) The moneys held in the separate account may be used only for expenditure by the employers' organisation on matters that relate to—
 - (a) collective bargaining;
 - (b) dispute resolution in the Industry,
 and may not be—
 - (d) paid to a political party as an affiliation fee;
 - (e) contributed in cash or kind to a political party standing for election to any political office.

- (7) The employers' organisation party to this Agreement shall arrange for an annual audit of the separate account within six months of the end of its financial year by an auditor who shall—
 - (a) conduct the audit in accordance with generally accepted auditing standards;
 - (b) report in writing to the employers' organisation and, in the report, express an opinion as to whether or not the employers' organisation has complied with its constitution relating to financial matters and the provisions of subclause (6).
- (8) The employers' organisation shall submit to the Council, within 30 days of the receipt of the auditors' report referred to in subclause (7), a certified copy of that report.
- (9) Any person may inspect the auditors' report submitted to the Council in terms of subclause (8) at the Council Offices, 1st Floor, 6th Avenue Shopping Centre, cnr Heugh Road and 6th Avenue, Walmer, PORT ELIZABETH.
- (10) The Council shall provide a certificate copy of, or extract from, the auditors' report to any person requesting such copy or extract.
- (11) An employer who conscientiously objects to association with persons other than those who share his religious beliefs, may apply for exemption from the provisions of this clause in terms of clause 23.

Should such exemption be granted, the levies shall be paid into a separate fund administered by the Department of Labour in terms of section 25 (4) (b) of the Act.
- (12) Any dispute about the application, including enforcement, or interpretation of the provisions of this clause shall be referred to the Council in terms of clause 24 this Agreement."

4. CLAUSE 23. EXEMPTIONS

Substitute the following for clause 23:

"23. EXEMPTIONS

- (1) Any party falling within the Council's registered scope may apply to the Bargaining Council for exemption from any or all the provisions of this Agreement.
- (2) All applications for exemption from any of the provisions of this Agreement shall be in writing on an application form as provided by the Council, and lodged with the local office of the Council for consideration by the District Committee of the area concerned or the National Exemptions Committee.
- (3) The District Committee or the National Exemptions Committee shall hear and decide applications for exemption 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.
- (4) **Exemption criteria:** The District Committee or the National Exemptions Committee, when considering an application, shall take into account the following criteria (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 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 this Agreement, and job creation and/or loss thereof;
 - (f) infringement of basic conditions of employment rights;
 - (g) whether 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 Occupational Injuries and Diseases Act or unemployment insurance; or
 - (j) any other factor which is considered appropriate.
- (5) The District Committee or the National Exemptions Committee, on approving an application, shall within fourteen days advise the applicant of such decision, and issue a licence of exemption, setting out the following:
 - (a) The full name of the person or enterprise concerned;
 - (b) the provisions of this Agreement from which the exemption has been granted;
 - (c) the condition subject to which exemption is granted;
 - (d) the period of exemption;
 - (e) the date from which the exemption shall operate.
- (6) The District Committee or the National Exemptions Committee may, on good cause shown, give the holder of a licence of exemption one week's notice of withdrawal of the exemption granted.

- (7) The District Committee or the National Exemptions Committee, on not approving an exemption or part of an exemption, shall advise the applicant(s) within fourteen (14) days of the date of such decision, providing the reason or reasons for not granting the exemption.
- (8) **Appeals:** An independent body entitled the "Independent Appeal Body", shall be appointed in accordance with the provisions of section 32 (3) (e) of the Act to hear and decide any appeal brought by a party or a non-party against—
- the District Committee or the National Exemption Committee's refusal of an application for exemption from the provisions contained in this Agreement; or
 - the withdrawal of an exemption by the District Committee or the National Exemptions Committee.
- (9) The Council or District Secretary shall, on receipt of a written application for an appeal, forward the application, together with the original application for exemption and all supporting documents, to the Independent Appeal Body for a decision.
- (10) The Independent Appeal Body shall hear and decide appeals 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.
- (11) The Independent Appeal Body shall consider all applications with reference to the criteria set out in subclause (4).
- (12) The Independent Appeal Body shall advise the Council and the applicant(s) of their decision within fourteen (14) days, providing full reasons for the decision. Should the Independent Appeal Body reverse the decision of the District Committee or the National Exemptions Committee, the Council shall issue the Applicant with a licence of exemption in accordance with subclause (5).
- (13) In the event of a party or a non-party's appealing against the District Committee or National Exemptions Committee's decision, such party or non-party may, at the Independent Appeal Body's discretion, be liable for payment of costs incurred by the Council in the event of the Independent Appeal Body's upholding the District Committee or National Exemptions Committee's decision."

5. CLAUSE 24. DISPUTE RESOLUTION

To clause 24 add the following new subclause (33):

- "(33) (a) If the arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the arbitrator may, in addition to any other appropriate order, impose a penalty.
- (b) The maximum penalty that the arbitrator may impose for a failure to comply with any provision of the collective agreement—
- not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the penalty determined in terms of Table One or Table Two;
 - involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two.

TABLE ONE

MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO

MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order

A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order".

7. ANNEXURE C

Substitute the following for Annexure C:

"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
(A) The following wage rates shall be paid to employees engaged in the General Goods and Handbag Section of the Industry:		
(i) Foreman (Grade C1)	705,37	775,59
(ii) Chargehand (Grade B2)	535,93	589,52
(iii) Despatch Clerk (Grade A3)	451,30	496,43
(iv) Driver of a motor vehicle authorised to carry or haul a payload of—		
(a) under 2 722 kg (Grade B1)	467,75	514,53
(b) over 2 722 kg (Grade B2)	535,93	589,52
(v) General Worker (Grade A1)	349,07	383,98
(vi) Night Watchman (Grade A2)	379,73	417,70
(vii) Packer (Grade A1)	349,07	383,98
(viii) Storeman (Grade A3)	451,30	496,43
(B) The following wage rates shall be paid to qualified employees engaged in the manufacture of travelling requisites, saddlery, harnesses, braces, personal goods and handbags:		
(i) Grade A1	349,07	383,98
(ii) Grade A2	379,73	417,70
(iii) Grade A3	451,30	496,43
(iv) Grade B1	467,75	514,53
(v) Grade B2	535,93	589,52
(vi) Grade B3	586,83	645,52
(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	349,07	383,98
(ii) Grade A2	379,73	417,70
(iii) Grade A3	451,30	496,43
(iv) Grade B1	467,75	514,53
(v) Grade B2	535,93	589,52
(vi) Grade B3	586,83	645,52
(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	282,97	311,27
During the second six months of experience	337,80	371,58

2. PROPORTION AND RATIO OF EMPLOYEES**(1) Travelling requisites**

- (a) Not less than one foreman shall be employed in every establishment.
- (b) In each of the wage categories listed in paragraphs (i), (ii), (iii), (iv), (v) and (vi) of 1.(C) above, not more than one learner may be employed for every qualified employee employed in that category.

(2) Saddlery

- (a) Not less than one foreman shall be employed in every establishment.
- (b) In each of the wage categories listed in paragraphs (ii), (iii), (iv), (v) and (vi) of 1.(C) above, 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 R383,98 per week during the period ending 30 June 2004, not more than one employee may be employed at a wage less than R383,98 per week during the period ending 30 June 2004: 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 R383,98 per week during the period ending 30 June 2004, not more than one employee may be employed at a wage of less than R383,98 per week during the period ending 30 June 2004: 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 R383,98 per week during the period ending 30 June 2004, not more than one employee may be employed at a wage of less than R383,98 per week during the period ending 30 June 2004: 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 2.(1) above, 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 this 12th day of June 2003.

F.G. DAVIDSON

Member of the Council

M. PAULSEN

W. VAN DER RHEEDE

L.M. VAN LOGGERENBERG

General Secretary

No. R. 1359

3 October 2003

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION
OF SICK BENEFIT FUND COLLECTIVE AMENDING AGREEMENT 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 6 October 2003 and for the period ending 10 May 2005.

M. S. S. MDLADLANA

Minister of Labour

UMNYANGO WEZEMISEBENZI**Nombolo R. 1359****3 Oktoba 2003**

UMTHETHO WEZEMISEBENZI, KA 1995

UMBONI YEZIKHUMBA YASENINGIZIMU AFRIKA: UKWELULWA KWESIVUMELWANO SIKAWONKEWONKE SINEZELELA KWINGXENYE YESIKHWAMA SOKUKHOKHELA IZIGULI KULABO ABENGWONA AMALUNGU

Mina, Membathisi Mphumzi Shepherd Mdladlana uNgqongqoshe wezemisebenzi, ngokwesigaba 32 (2) soMthetho wobuDlelwano kwezemisebenzi, ka 1995 (Labour Relations Act, 1995), ngiyamemezela ukuthi iSivumelwano sika Wonkewonke esiphinda ukumiswa nesichibiyelayo futhi esikhona kwiSheduli exhunyelwa lapha, esahlanganiswa kuMkhandlu wokuXoxisana kuZwelonke kwiMboni yeziKhumba eNingizimu Afrika futhi esiyisibopho ngokwesigaba 31 somthetho weZokusebenza, ka 1995, kulawo maqembu ahlangisa isivumelwano siyisibopho nakwabanye abaqashi nabawashwa abakulowo mkhamkha wezibomi, kusekela ngomhlaka 6 Oktoba 2003, nangesikhathi sonke esiyophela mhla ziwu 10 Meyi 2005.

M. S. S. MDLADLANA**uNgqongqoshe Wezemisebenzi**

Qaphela: Amakhophi alesi sivumelwano esiZulu ayatholakala eMkhandlwini kaZwelonke wokuXoxisana ngamaholo weziMboni zesiKhumba eNingizimu Afrika uma usicela.

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA****SICK BENEFIT FUND COLLECTIVE AGREEMENT**

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

Southern African Footwear and Leather Industries" Association (SAFLIA);

Association of South African Manufacturers of Luggage, Handbags and General Goods;

South African Tanning Employers' Organisation (SATEO),

Association of Small and Medium Manufacturers of Footwear and Allied Products (ASMAM),

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

National Union of Leather and Allied Workers (NULAW)

and the

Southern African Clothing and Textile Workers' Union (SACTWU),

(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 renew and amend the Agreement published under Government Notice No. R. 1319 of 6 November 1998, as amended, renewed and re-enacted by Government Notice Nos. R. 289 of 12 March 1999, R. 1018 of 27 August 1999, R. 1103 of 17 September 1999, R. 422 of 28 April 2000 and R. 1340 of 8 December 2002, and No. R. 1446 of 22 November 2002.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in 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 and employed in the Leather Industry;
- (b) in the Republic of South Africa, as it existed prior to the promulgation of the Constitution of the Republic of South Africa (Act No. 200 of 1993): Provided that, on the operations set forth in paragraph (6) of the definition of "Leather Industry" as contained in clause 3 of the Agreement, published under Government Notice No. R.1319 of 6 November 1998 (hereinafter referred to as the "Former Agreement"), it shall be observed only in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, The Cape, Goodwood and 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 that portion 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 and Johannesburg: Provided further that on the operations set forth in paragraph (7)(a) of the definition of "Leather Industry" as contained in clause 3 of the Former Agreement, it shall be observed only in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, The Cape, Goodwood, 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 that portion 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: Provided further that on the operations set forth in paragraph (7)(b) of the definition of "Leather Industry" as contained in clause 3 of the Former Agreement, it shall be observed only in the Magisterial District of Wynberg: Provided further that on the operations set forth in paragraph (8) of the definition of "Leather Industry", as contained in clause 3 of the Former Agreements it shall be observed in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Mpumalanga), Pretoria, Roodepoort and The Cape: Provided further that on the operations set forth in paragraph (9) of the definition of "Leather Industry", as contained in clause 3 of the Former Agreement, it shall be observed in the Magisterial Districts of Bellville, including those portions of the Magisterial Districts of Goodwood and Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, Paarl, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King Williamstown and Pietermaritzburg.

- (c) The terms of this Agreement shall not apply to non-parties in respect of clause 1(1)(a) and 2.

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 10 May 2005.

3. CLAUSE 11: EXEMPTIONS

To clause 11 add the following new subclause (13):

- "(13) In the event of a party or a non-party's appealing against the Management Committee's decision, such party or non-party may, at the Independent Appeal Body's discretion, be held liable for payment of costs incurred by the Council in the event of the Independent Appeal Body's upholding the Management Committee's decision."

4. CLAUSE 12: DISPUTE RESOLUTION

To clause 12 add the following new subclause (34):

- "(34) (a) If the arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the arbitrator may, in addition to any other appropriate order, impose a penalty.
- (b) The maximum penalty that the arbitrator may impose for a failure to comply with any provision of the collective agreement—
- (i) not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the penalty determined in terms of Table One or Table Two;
 - (ii) involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two.

TABLE ONE

MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO

MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order

A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order

Signed by the parties at Durban on this the 12th day of June 2003.

D. J. F. LINDE

Member of the Council

M. PAULSEN

Member of the Council

W. VAN DER RHEEDE

Member of the Council

L. VAN LOGGERENBERG

General Secretary of the Council

No. R. 1360

3 October 2003

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA:
FOOTWEAR SECTION COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1117 of 30 August 2002, and R. 722 of 6 June 2003, with effect from 6 October 2003.

M. M. S. MDLADLANA

Minister of Labour

UMNYANGO WEZOKUSEBENZA

Nomolo R. 1360

3 Oktoba 2003

UMTHETHO WOBUNDLELWANO KWEZIMISEBENZI, KA 1995

UKUKHANSELWA KWESAZISO SIKAHULUMENI

ISIVUMELWANO SIKAWONKEWONKE KWINGXENYE YOKUGQOKWA EZINYAWENI

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe wemeSebenzi, ngokwesigaba 32 (7) soMthetho wobuDiehlwano kwezemiSebenzi, ka 1995, ngikhansela iSaziso sikaHulumeni esinguNombolo. R. 1117 sika 20 August 2002, R. 722 sika 6 June 2003, kusukela mhla ziwu 6 Oktoba 2003.

M. M. S. MDLADLANA

Ungqongqoshe WezemiSebenzi

No. R. 1361

3 October 2003

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION OF FOOTWEAR
SECTION COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT 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 6 October 2003 and for the period ending 30 June 2004.

M. M. S. MDLADLANA

Minister of Labour

UMNYANGO WEZEMISEBENZI**Nombolo R. 1361****3 Oktoba 2003**

UMTHETHO WEZEMISEBENZI, KA1995

UMKHANDLU WOKUXOXISANA KUZWELONKE ZWIMBONI ENINGIZIMU AFRIKA: UKWELULWA KWESIVUMELWANO SIKAWONKEWONKE NESICHIBIYELAYO KWINGXENYE YOKUGQOKWA EZINYAWENI SELULELWA KUBALO ABANGESIWONA AMALUNGA

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe wezemiSebenzi, ngokwesigaba 32 (2) soMthetho wobuDlelwano kwezemiSebenzi, ka 1995 (Labour Relations Act, 1995), ngiyamemezela ukuthi iSivumelwano sika Wonkewonke esinezelelwa kwiSheduli yeSingisi exhunyiwe lapha, esahlangiswa emkhandlwini kaZwelonke wokuXoxisana kaZwelonke wokuXoxisana ngamaHolo eziMbonini zesiKhumba eNingizimu Afrika (National Bargaining Council of the Leather Industry of South Africa) futhi esiyisibhopo ngokwesigaba 31 soMthetho wobuDlelwano kwezemiSebenzi, ka 1995 (Labour Relations Act, 1995) kulawo maqembu ahlanganisa isinezelelo sesivumelwano leso, siyababopha nabanye abaqashi nabaqashwa, kulowo mkhakha wezibomi, kusekela ngomhlaka 6 Oktoba 2003, nangesikhathi sonke esiyophela mhla ziwu 30 Juni 2004.

M. M. S. MDLADLANA**uNgqongqoshe wezemiSebenzi**

Qaphela: Amakhophi alesi sivumelwano esiZulu ayatholakala eMkhandlwini kaZwelonke wokuXoxisana ngamaHolo weziMboni zesiKhumba eNingizimu Afrika uma usicela.

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA****FOOTWEAR SECTION 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 and Leather Industries, Association (SAFLIA)

and the

Association of Small and Medium Manufacturers of Footwear and Allied Products (ASMAP)

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

National Union of Leather and Allied Workers (NULAW)

and the

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.

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 union and who are engaged or employed in the said section of the Industry;
 - (b) in the Republic of South Africa, as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).
- (2) The terms of this Agreement shall apply only to all employees for whom wages are prescribed in the Annexures to this Agreement.
- (3) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2 and 3.

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 2004.

3. SPECIAL PROVISIONS

The provisions of clauses 11, 13 (1), 14 (2) and 14 (3) of the Agreement published under Government Notice No. R. 1317 of 6 November 1998 as amended, renewed and re-enacted by Government Notices Nos. R. 313 of 12 March 1999, R. 1094 of 17 September 1999, R. 1261 of 5 November 1999, R. 821 of 25 August 2000, R. 1339 of 8 December 2000, R. 573 of 29 June 2001, R. 1224 of 30 November 2001, R. 793 of 14 June 2002, R. 1117 of 30 August 2002 and R. 722 of 6 June 2003 (hereinafter referred to as the "Former Agreement"), as further as amended, renewed and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 10, 12, 13 (2), 14 (1), 14 (4) to 17 and Annexure A to E of the Former Agreement (as further as amended, renewed and re-enacted from time to time) shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

- (1) Substitute the following for the definition "Footwear Section":

"Footwear Section" means that part of the Leather Industry in which employers and their employees are associated for the manufacture of all types of footwear, excluding bespoke-made footwear;".

- (2) Substitute the following for the definition "Leather Industry" or "Industry":

"Leather Industry" or **"Industry"** means the industry in which employers and their employees are associated for one or more of the following:

- (1) The manufacture of—

- (a) footwear, excluding bespoke-made footwear;
- (b) travel goods and requisites, including suitcases, trunks, travelling, folding, sling, shopping, knitting and school bags, satchels, rucksacks, attache, brief and vanity cases, and other similar containers;
- (c) harnesses, saddlery, bridles, saddle bags, girths, leggings, stirrup straps and other similar equipment, wallets, purses, tobacco pouches, cases and boxes for jewellery, musical instruments, binoculars, arms, footwear, bottles, cigarettes, cigars and pipes, dog collars and leads, watch straps, rug straps, belts, braces, suspenders, garters, armlets (excluding belts, braces, suspenders, garters and armlets manufactured from cloth) and other similar articles designed as substitutes;
- (d) handbags and other bags, and containers designed to hold ladies' and gentlemen's personal effects;
- (e) footballs, punch balls, netball balls and boxing gloves;
- (f) hockey and cricket balls.

- (2) (a) For the tanning, dressing and fellmongering of hides and skins; and

- (b) (i) preparation of cured or uncured hides and/or skins for tanning and 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, removing scales, deliming, batting and pickling; and

- (ii) the tanning of cured or uncured hides and/or skins; and
- (iii) the 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) the cutting of upholstery panels from leather, providing that, for the purposes of subparagraphs (i) to (iii) hides and skins, include the following: Pelts with or without the fur on; sheep skins 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 attached: Provided that the activities listed under subparagraphs (1) (b) and (c) shall not include—

- (aa) the manufacture of metal components and/or attachments;
- (bb) the manufacture of canvas bank bags, canvas kit bags, canvas ruck sacks, canvas haversacks, canvas sampling bags and canvas explosives bags;
- (cc) the manufacture of any article from rubber;
- (dd) 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 of the term, means the industry or undertaking in which employers and employees are associated for the production of printed matter of any nature whatsoever;
- (ee) the manufacture of any article from metal or 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 part of which is fibre and/or cardboard and/or paper and/or any constituent of paper and/or plastic, but excluding the manufacture wholly or mainly from fibres or plastic sheeting material of trunks, attache cases, bags and all similar containers designed to hold personal effects, musical instruments and sporting kit.

The word plastic as contained in the paragraph directly above, 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 by flow, usually through the application singly or together of heat and pressure;".

6. CLAUSE 8 OF THE FORMER AGREEMENT: REMUNERATION

In clause 8.4(1)(a) and (2), substitute the figure "R507,93" for the figure "R465,99".

7. CLAUSE 14 OF THE FORMER AGREEMENT: EXEMPTIONS

Substitute the following for clause 14:

"14. EXEMPTIONS

- (1) Any party falling within the Council's registered scope may apply to the Bargaining Council for exemption from any or all the provisions of this Agreement.
- (2) All applications for exemption from any of the provisions of this Agreement shall be in writing on an application form as provided by the Council, and lodged with the local office of the Council for consideration by the District Committee of the area concerned, or the National Exemptions Committee.
- (3) The District Committee or National Exemptions Committee shall hear and decide applications for exemption 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.
- (4) **Exemption Criteria:** The District Committee or the National Exemptions Committee, when considering an application, shall take into account the following criteria (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 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 this Agreement, and job creation and/or loss thereof;
 - (f) infringement of basic conditions of employment rights;
 - (g) whether 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 Occupational Injuries and Diseases Act or unemployment insurance; or
 - (j) any other factor which is considered appropriate.
- (5) The District Committee or the National Exemptions Committee, on approving an application, shall within fourteen days advise the applicant of such decision, and issue a licence of exemption, setting out the following:
 - (a) The full name of the person or enterprise(s) concerned;
 - (b) the provisions of this Agreement from which the exemption has been granted;
 - (c) the conditions subject to which exemption is granted;
 - (d) the period of exemption;
 - (e) the date from which the exemption shall operate.
- (6) The District Committee or the National Exemptions Committee may, on good cause shown, give the holder of a licence of exemption one week's notice of withdrawal of the exemption granted.
- (7) The District Committee or the National Exemptions Committee, on not approving an exemption or part of an exemption, shall advise the applicant(s) within fourteen (14) days of the date of such decision, providing the reason or reasons for not granting the exemption.
- (8) **Appeals:** An independent body entitled the "Independent Appeal Body", shall be appointed in accordance with the provisions of section 32 (3) (e) of the Act to hear and decide any appeal brought by a party or a non-party against—
 - (a) the District Committee or the National Exemptions Committee's refusal of an application for exemption from the provisions contained in this Agreement; or
 - (b) the withdrawal of an exemption by the District Committee or the National Exemptions Committee.
- (9) The Council or District Secretary shall, on receipt of a written application for an appeal, forward the application, together with the original application for exemption and all supporting documents, to the Independent Appeal Body for a decision.
- (10) The Independent Appeal Body shall hear and decide appeals 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.
- (11) The Independent Appeal Body shall consider all applications with reference to the criteria set out in subclause (4).

- (12) The Independent Appeal Body shall advise the Council and the applicant(s) of their decision within fourteen (14) days, providing full reasons for the decision. Should the Independent Appeal Body reverse the decision of the District Committee or the National Exemptions Committee, the Council shall issue the applicant with a licence of exemption in accordance with subclause (5).
- (13) In the event of a party or a non-party's appealing against the District Committee or the National Exemptions Committee's decision, such party or non-party may, at the Independent Appeal Body's discretion, be liable for payment of costs incurred by the Council in the event of the Independent Appeal Body's upholding the District Committee or the National Exemptions Committee's decision."

8. CLAUSE 15: DISPUTE RESOLUTION OF THE FORMER AGREEMENT

To clause 15 add the following new subclause (34):

- "(34) (a) If the arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the arbitrator may, in addition to any other appropriate order, impose a penalty.
- (b) The maximum penalty that the arbitrator may impose for a failure to comply with any provision of the collective agreement—
- (i) not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the penalty determined in terms of Table One or Table Two;
 - (ii) involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two.

TABLE ONE

MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO

MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

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

9. ANNEXURE D: WAGE RATES

Substitute the following for Annexure D:

"ANNEXURE D**WAGES: GENERAL**

	Column A Per week	Column B Per week
A. Watchman	507,93	558,72
B. Storeman and/or warehouseman, despatch clerk	522,36	574,60
C. Boiler attendant	507,93	558,72
D. Motor vehicle driver driving a vehicle authorised to carry or haul a payload of—		
(i) under 2 722 kg	515,17	566,69
(ii) 2 722 kg	522,36	574,60
(iii) over 2 722 kg but not exceeding 4 546 kg	555,99	611,60
(iv) over 4 546 kg but not exceeding 6 350 kg	660,23	726,25
E. Minors employed in occupations for which rates have not been prescribed in this Agreement		
First six months	316,57	348,23
Second six months	356,68	392,35
Third six months	398,61	438,47
Thereafter	507,93	558,72
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	754,41	829,85
(b) hand	608,17	668,99
(ii) Cardboard box-makers	507,93	558,72
(iii) Making cardboard boxes, according to experience—		
First six months	353,62	388,98
Second six months	356,68	392,35
Thereafter	507,93	558,72
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	682,81	751,09
H. Employees employed on welt-making—		
(i) Splitting, skiving, cutting, grooving and bevelling	507,93	558,72
(ii) All other operators	507,93	558,72
I. Packers	507,93	558,72
J. Employees employed on currying	588,51	647,36
K. Employees employed on spraying leather	681,47	749,62
L. Employees employed on knife-making—		
(i) Welding and/or brazing and/or silver soldering	820,81	902,89
(ii) Finishing of joints after welding	533,77	587,15
(iii) Tack and/or spot welding	507,93	558,72
(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	507,93	558,72
(Note: For the purpose of par. L, welding means continuous drawing of weld on seams or joints, but excludes tack and/or spot welding.)		

WAGES: FOOTWEAR NOT ELSEWHERE SPECIFIED

	Column A Per week	Column B Per week
(A) PATTERN DEPARTMENT		
(i) Qualified employees employed as pattern cutters producing original standards and hand grading to restrictions, and/or shoe draughtsmen	854,45	939,90
(ii) Qualified employees		
(a) employed on hand grading but not restrictions and not producing original standards	722,11	794,32
(b) employed on grading machines	722,11	794,32
(c) employed on making original lining patterns from upper patterns, where no last copies or original standards are produced	722,11	794,32
(iii) Qualified employees employed on any operation not specified in (i) and (ii) hereof	571,52	628,67
(B) CLICKING DEPARTMENT		
Qualified employees employed on—		
(i) Clicking and cutting uppers by hand or machine		
(a) vegetable or chrome split, vegetable or semi-chrome kip, suede chrome kip and vegetable tanned sheepskins and goatskins	846,69	931,36
White full chrome kip for the production of whole-cuts, blunchers and veldskoens only, but excluding miners' and miners' type footwear (all in South African tannage). 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)	846,69	931,36
(b) Any other materials	846,69	931,36
<i>{Ratio: For every four or part of four qualified clickers there may be employed not more than one learner. Part of four means a remainder of not less than one after the total number of qualified clickers has been divided by four.}</i>		
(c) Upper leather sorter grading and/or sorting for quality for issue to clickers	854,45	939,90
(d) Examining of cut leather components for quality	854,45	939,90
(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	588,51	647,36
<i>Note: A trimming is a decoration which is not an essential part of the shoe upper. In the event of any disputes as to what comprises a 'small trimming', the Council's decision shall, after investigation, be final.</i>		
Cutting from offal of inside tongues and narrow backstraps from children's, youth's and maids' stitchdowns or Oxford and Derby patterns	588,51	647,36
All other tongue and backstrap cutting shall be paid for at the rate applicable to clicking of the materials in terms of paragraph (i) hereof	588,51	647,36
Strap cutting to length from continuous rolls or hanks of pre-prepared material	588,51	647,36
<i>[Ratio: For every qualified employee in this section there may be employed not more than two learners at wages in accordance with the scale laid down for learners in sub-clause (N)(i) of this Annexure]</i>		
(iii) Cut-outs died out by a Western type cut-out machine and automatic multipunch/slashing machine/gang strap punching	522,36	574,60
(iv) Giving out patterns	571,52	628,67
Operating splitting machine	571,52	628,67
(v) Size stamping and/or painting	507,93	558,72
Applying acme backing	507,93	558,72
(C) CLOSING DEPARTMENT		
Qualified employees employed on—		
(i) Puritan machining	626,28	688,91
(ii) Stitching aprons on uppers on out-sole stitching machines	626,28	688,91
(iii) Pilot machining	592,34	651,57
(iv) Other machining—		
(a) All closing operations on vegetable and chrome split, vegetable and semi-chrome kip, suede and chrome kip lining machining	511,21	562,33

	Column A Per week	Column B Per week
White full chrome kip for the production only of whole-cuts, bluchers and veldschoens, but excluding miners' and miners' type footwear (all in South African tannage)	511,21	562,33
(b) Operations on leathers other than those specified in (a):		
Vamping.....	537,24	590,96
Flat binding by machine	537,24	590,96
Machining additional rows of stitching on the vamp, parallel to the vamp stitching ..	537,24	590,96
Golosh machining (whole goloshes)	537,24	590,96
Fancy shoes on the held-together system, machined through (all classes).....	537,24	590,96
Fancy machining on the held-together system, including collars, cut-outs, overlays and fancy pattern stitching without markers)	537,24	590,96
Running round on any operation on post-trimming machine, excluding Oxford and Derby pattern Derby-sides	537,24	590,96
Vamping shoes with quarters over vamps	537,24	590,96
Conveyor belt console operator feeding individual operators.....	537,24	590,96
(c) Operations other than those specified in (a) and (b) above, including attaching binding for French binding on flat or post machine and including handlacing of two upper components to form a seam, and including examining for quality.....	537,24	590,96
(d) All operations on children's work up to size 1 1/2.....	511,21	562,33
All leather slippers (men's, women's and children's)	511,21	562,33
All operations on box hide and willow hide (excluding goloshing, fancy work and miner's and/or miners' type	511,21	562,33
(v) Eyeletting, riveting, perforating, skiving, folding and burnishing by machine or hand and pleating by machine	537,24	590,96
(vi) Bagging	507,93	558,72
Turning of binding	507,93	558,72
Button fastening	507,93	558,72
Buttonholding	507,93	558,72
Lacing	507,93	558,72
Handpunching	507,93	558,72
Portuguese seaming	507,93	558,72
Staying and taping	507,93	558,72
Seam rubbing.....	507,93	558,72
Seam hammering.....	507,93	558,72
Sewing on bows and buckles by hand or machine	507,93	558,72
Silk screen printing	507,93	558,72
Table-hands	507,93	558,72
Loading other closing conveyors, but excluding a conveyor belt console operator (feeding individual operators)		
(D) ROUGH STUFF DEPARTMENT		
Class I Operations		
Qualified employees employed—		
(i) On cutting sole from leather	813,29	894,62
On sorting, examining and fitting up ungraded and unstamped stock	813,29	894,62
On sorting and examining graded and stamped stock	813,29	894,62
(ii) On cutting insoles, stiffeners, throughs, runners and puffs from leather other than splits and cutting soles from material other than leather	715,51	787,06
On reducing shaped rubber soles on the press	715,51	787,06
<i>(Ratio: See subclause P)</i>		
Class II Operations		
Qualified employees employed on—		
(i) Channeling		
Welted insoles.....	588,51	647,36
Other work	588,51	647,36
(ii) Press cutting operations, other than those in Class I	605,12	665,63
(iii) Assembling from stock, whether or not sorted or graded.....	571,52	628,67

	Column A Per week	Column B Per week
Attaching ribs to welted insoles	571,52	628,67
Flap splitting	571,52	628,67
Hemming and taping	571,52	628,67
Heel breasting	571,52	628,67
Heel building	571,52	628,67
Heel compressing	571,52	628,67
Slugging	571,52	628,67
Sole and insole rounding	571,52	628,67
Sole grooving, sole roughening and reducing on automatic machine	571,52	628,67
Tip filling	571,52	628,67

[Ratio: See subclause (P)]

Class III Operations

Qualified employees employed on—

Channel opening	507,93	558,72
Edge covering	507,93	558,72
Edge reducing	507,93	558,72
Automatic edge preparation machine operating for soles prior to attachment	507,93	558,72
Flexing	507,93	558,72
Insole feathering	507,93	558,72
Insole grooving	507,93	558,72
Insole slotting	507,93	558,72
Insole marking	507,93	558,72
Lift and/or rand tacking	507,93	558,72
Lip turning	507,93	558,72
Press room scouring operations	507,93	558,72
Shank assembling	507,93	558,72
Shank moulding	507,93	558,72
Skiving	507,93	558,72
Size stamping	507,93	558,72
Sole, insole and stiffener moulding	507,93	558,72
Sole and insole splitting	507,93	558,72
Sole grading machine operating	507,93	558,72
Sole roughening for stuck-on work	507,93	558,72
Solutioning	507,93	558,72
Staining and/or inking of insoles	507,93	558,72
Stiffener waxing and crimping	507,93	558,72
Welt preparation	507,93	558,72

[Ratio: See subclause (P)]

(E) MAKING DEPARTMENT


Class I Operations

Qualified employees employed on—

(i) Pulling over, Consol lasting and/or Littleway lasting		
(a) Welted work, other than staple welted work	813,29	894,62
(b) Riveted and/or riveted and stitched work, excluding miners' and miners' type and army boots	715,51	787,06
(c) Combined pulling over and forepart lasting	813,29	894,62
(d) All other grades	813,29	894,62
(ii) Bed lasting (toes only)		
(a) Welted work, other than staple welted work	813,29	894,62
(b) Other work	813,29	894,62
(iii) Lasting of seats and sides by machine		
(a) Welted work, other than staple welted work	648,70	713,57
(b) Other work	648,70	713,57

	Column A Per week	Column B Per week
<i>Note: If a lasting machine operator is required to last boots or toes through (i.e. seats and or sides and toes), 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.</i>		
(iv) Complete sole attaching by staple machine	583,14	641,45
Staple welt attaching	583,14	641,45
(v) Welt sewing	813,29	894,62
(vi) Rough rounding		
(a) Welted work, other than staple welted work	813,29	894,62
(b) Stitchdowns	813,29	894,62
(c) Other work	813,29	894,62
(vii) Sole sewing by any machine	813,29	894,62
(viii) Sole stitching		
(a) Welted work, other than staple welted work	813,29	894,62
(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	715,51	787,06
(c) Other work	813,29	894,62
(ix) (a) Stitchdown staple lasting	583,14	641,45
(b) Stitchdown thread lasting	583,14	641,45
(c) Stitchdown toe forming	583,14	641,45
(d) Wiping platform covers by machine	583,14	641,45
(e) Lasting operations on a Kamborian machine	583,14	641,45
(f) String-lasting by hand	583,14	641,45
(x) Pounding		
(a) Welted work, other than staple welted work	682,10	750,31
(b) Miners' and miners' type and army type boots (army type boots means the heavy type of boot involving the same strenuous pounding as contract army boots)	747,55	822,31
(c) Other work	682,10	750,31
<i>Note: No employee under the age of 18 may be employed on pounding.</i>		
(xi) Examining	813,29	894,62
<i>Ratios: Class I Operations: Marketing Department</i>		
(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.		
Class II Operations		
Qualified employees employed on		
(i) Sole positioning on upper with pre-finished extended welt edge	622,28	684,51
(ii) Positioning of pre-trimmed soles prior to and/or with stuck-on press	605,12	665,63
(iii) Stuck-on process work		
Sole positioning on upper and press, operating in one operation	571,52	628,67
Sole positioning on upper at forpart and seat before pressing	571,52	628,67
Press operating with the sole previously positioned (See Class III for tracking at seat only)	571,52	628,67
Stitching soles together by machine, other than rapid stitcher, prior to being attached to footwear, but excluding miners' and miners' type footwear	571,52	628,67
Stitchdown assembling land pulling over stitchdown work	571,52	628,67
Cutting off excess upper, insole and through material on stitchdown footwear prior to sole attaching and/or rough rounding	571,52	628,67

	Column A Per week	Column B Per week
Hobnailing by hand or machine	571,52	628,67
Putting on toe plates and heel tips by hand or machine	571,52	628,67
Heel attaching	571,52	628,67
Football boot studding and barring	571,52	628,67
Handlevelling, other than stitchdown	571,52	628,67
Inseam trimming	571,52	628,67
Jointing (clearing linings and tacking uppers down over joints)	571,52	628,67
Loose nailing or pegging foreparts and waists	571,52	628,67
Louis flap trimming by hand	571,52	628,67
Machine levelling	571,52	628,67
Screwing	571,52	628,67
Sole attaching machine-sewn, riveted and/or riveted and stitched work	571,52	628,67
Sole adhesive heat activating by machine	571,52	628,67
Stiffener cornering and tacking	571,52	628,67
Stitch separating	571,52	628,67
String nailing	571,52	628,67
Tacking forward of heel seats	571,52	628,67
Upper roughening	571,52	628,67
Waist reducing after being sewn	571,52	628,67
Wooden heel fitting	571,52	628,67
Welt butting and skiving	571,52	628,67
Welt wheeling	571,52	628,67
Rand welting by machine	571,52	628,67
Glugging and gang slugging	571,52	628,67
Attaching rand welting or foxing, whether vertical or horizontal or a combination thereof, by hand or machine	571,52	628,67
Back part and waist pre-moulding	571,52	628,67
Back part moulding	571,52	628,67
(iv) Vulcanising process	571,52	628,67
Vulcanising soles to lasted uppers	571,52	628,67
Rand welting by machine	571,52	628,67
Moulding of sole units	571,52	628,67
(A) Class III Operation		
Qualified employees employed on—		
Beating	507,93	558,72
Application by machine of hardening resins to puffs	507,93	558,72
Bottom filling	507,93	558,72
Channel closing and edge raising	507,93	558,72
Feeding nails to heeling machines	507,93	558,72
Hand levelling of stitchdowns	507,93	558,72
Heel covering	507,93	558,72
Inserting stiffeners and puffs	507,93	558,72
Louis heel flap clamping, Louis heel slicking	507,93	558,72
Louis heel flap trimming by machine	507,93	558,72
Reverse seat moulding for stitchdowns	507,93	558,72
Seat nailing and/or pegging	507,93	558,72
Seat rounding	507,93	558,72
Shank attaching	507,93	558,72
Sole tacking at seat for stuck-on process	507,93	558,72
Solutioning, damping and pasting	507,93	558,72

	Column A Per week	Column B Per week
Sorting hobs	507,93	558,72
Sole laying welted work and/or rubber soles	507,93	558,72
Sole tacking or sole fitting throughs and runners.....	507,93	558,72
Tack pulling.....	507,93	558,72
Tacking bottom stock to last.....	507,93	558,72
Tacking over backs before pulling over on closed back shoes, tack being placed not further than 25mm from middle of back of heel seat	507,93	558,72
		
Tacking over sandal backs where no stiffener is inserted.....	507,93	558,72
Tacking top pieces on stitchdowns and sandals	507,93	558,72
All other wire grip tacking	507,93	558,72
Upper stapling after lasting sides	507,93	558,72
Upper trimming.....	507,93	558,72
Plastic pelletising and granulating.....	507,93	558,72
[Ratio: See subclause (P)]		
HAND-LASTING OPERATIONS		
Qualified employees employed on—		
(i) Pulling over by hand and/or hand-lasting miners' or miners' type footwear	722,11	794,32
<i>Note: There shall be no quantum or supplementary wage allowed for the hand-lasting of miners' and miners' type footwear.</i>		
(ii) Other pulling over by hand and/or hand-lasting, including forced lasting of moccasins		
Hand-lasting seats of stitchdowns	571,52	628,67
Hand-lasting in the manufacture of clogs	571,52	628,67
Bench work such as riveting, putting on soles and/or heels by hand, including rubber quartertip	571,52	628,67
Tacking leather straps to wooden soles.....	571,52	628,67
[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		
Qualified employees employed on—		
(i) Edge trimming—		
(a) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots	715,51	787,06
Rubber and rubber composition soles	715,51	787,06
Children's footwear, all sizes up to and including size 1 1/2	715,51	787,06
All slippers (men's, women's and children's)	715,51	787,06
Stitchdown footwear produced from box hide and willow hide	715,51	787,06
(b) All other work	813,29	894,62
(ii) Edge setting—		
(a) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots	583,14	641,45

	Column A Per week	Column B Per week
Through runners.....	583,14	641,45
Waist and/or top pieces.....	583,14	641,45
Children's footwear, all sizes up to and including size 1 1/2.....	583,14	641,45
All slippers (men's, women's and children's).....	583,14	641,45
Stitchdown footwear produced from box hide and willow hide.....	583,14	641,45
(b) Automatic edge-setting machine, all grades.....	583,14	641,45
(c) All other work.....	715,51	787,06
(iii) Heel trimming.....	583,14	641,45
(iv) Examining.....	813,29	894,62
<i>[Ratio: see subclause (P)]</i>		
Class II Operations		
Qualified employees employed on—		
Bitting by hand or machine.....	571,52	628,67
Bottom scouring.....	571,52	628,67
Heel scouring.....	571,52	628,67
Heel spraying.....	571,52	628,67
Ploughing out.....	571,52	628,67
Complete finishing by hand.....	571,52	628,67
Top piece trimming.....	571,52	628,67
Bunk wheeling.....	571,52	628,67
Louis flap ironing.....	571,52	628,67
Rubbing down of edges and bottoms and repairing of defects in edges, heels, waists, corners of bottoms and feather of edge.....	571,52	628,67
Seat wheeling.....	571,52	628,67
Top ironing, i.e. marketing edge of forepart or waist of sole machine or by hand tool, whether before or after bottoms are faked and polished.....	571,52	628,67
Whelt wheeling.....	571,52	628,67
Decorative feather stitching by hand after the sole is permanently attached to the upper....	571,52	628,67
<i>[Ratio: See subclause (P)]</i>		
Class III Operations		
Qualified employees employed on—		
Brushing, padding and/or burnishing.....	507,93	558,72
Crow wheeling.....	507,93	558,72
Finger scouring.....	507,93	558,72
Heel breast cornering.....	507,93	558,72
Inking, staining, waxing and damping.....	507,93	558,72
Inserting, slipping and putting away lasts.....	507,93	558,72
Ploughing (removing the scarf round under edge of sole).....	507,93	558,72
Rubbing of edges and bottoms.....	507,93	558,72
Spew and/or flash trimming.....	507,93	558,72
Conveyor belt loading.....	507,93	558,72
<i>[Ratio: See subclause (P)]</i>		
(G) SHOE ROOM		
Qualified employees employed on—		
Faking.....	688,49	757,34
Examining.....	688,49	757,34
Patent repairing.....	507,93	558,72

	Column A Per week	Column B Per week
Embossing and/or stamping.....	507,93	558,72
Boxing	507,93	558,72
Dressing and/or sizing.....	507,93	558,72
Dressing by spray-gun	507,93	558,72
Hand polishing and cleaning.....	507,93	558,72
Ironing	507,93	558,72
Labelling	507,93	558,72
Lining trimming	507,93	558,72
Size stamping on footwear.....	507,93	558,72
Stocking.....	507,93	558,72
Stamping descriptions and sizes on labels.....	507,93	558,72
Quarter forming by machine.....	507,93	558,72
Smoothing insole before socking or boxing	507,93	558,72
(H) MILL-ROOM OPERATIONS		
Qualified employees employed on		
(i) Group 2		
Calendar operating	520,03	572,03
Batch mass-measuring and assembling of chemicals.....	520,03	572,03
Operating extruding machine.....	520,03	572,03
Operating an open mixing mill with a width of not less than 1,52 m	520,03	572,03
Operating internal mixer	520,03	572,03
Slabbing sheet rubber to gauge (stretching compound)	520,03	572,03
Operating an open mixing mill with a width of less than 1,52 m but not less than 1,01 m	520,03	572,03
Warming compound on open mill	520,03	572,03
Hydraulic press operating	520,03	572,03
Operating splitting machine	520,03	572,03
(ii) Group 1		
Issuing soles and heels	507,93	558,72
Press cutting blanks (clicking)	507,93	558,72
Attending autoclave	507,93	558,72
Assisting mass-measurer.....	507,93	558,72
Mould checking	507,93	558,72
Operating an open mixing mill with a width of less than 1,01 m	507,93	558,72
Masticating, sheeting out, cracking or breaking compound	507,93	558,72
Buffing or scouring machine operations	507,93	558,72
Feeding rubber into calendar (feeding stretchers).....	507,93	558,72
Grinding scrap by machine	507,93	558,72
Mould cleaning.....	507,93	558,72
Trimming	507,93	558,72
Blank cutting and mass-measuring to fixed standards.....	507,93	558,72
Extruding into trays	507,93	558,72
Bale cutting	507,93	558,72
Sieving chemicals, buffings and grindings.....	507,93	558,72
Stencilling or making bales	507,93	558,72
Applying powder	507,93	558,72
Packing soles and heels	507,93	558,72
Granulating	507,93	558,72
Assisting calendar operator	507,93	558,72
Dipping machine operator.....	507,93	558,72
<i>[Ratio: For every three qualified employees employed in this section not more than one learner may be employed.]</i>		
(I) HIGH FREQUENCY WELDING		
Qualified employees employed on		
(i) High-frequency welding, embossing pre-cut uppers	533,77	587,15

	Column A Per week	Column B Per week
(ii) High-frequency welding, embossing combined with cutting of uppers (cut welding)	846,69	931,36
(iii) High-frequency welding, embossing of socks and other components	507,93	558,72
(iv) High-frequency welding, combined with cutting of socks and other components	588,51	647,36
<i>[Ratio: For every two qualified employees employed in this section not more than one learner may be employed.]</i>		
(J) FLOW MOULDING		
Qualified employees employed on—		
(i) Flow moulding pre-cut uppers	533,77	587,15
(ii) Flow moulding pre-cut socks	533,77	587,15
(iii) Flow moulding where eventual upper is presented in liquid form	533,77	587,15
(iv) Colour application to moulds prior to flow moulding	533,77	587,15
(v) Mould making of moulds for flow moulding out of silicone rubber or any other suitable materials	533,77	587,15
<i>[Ratio: For every two qualified employees employed in this section not more than one learner may be employed.]</i>		
(K) INJECTION MOULDING OR POURING OF ANY MATERIAL USED FOR SOLING AND UNIT CONVERTING		
Qualified employees employed on—		
Injection moulding units to lasted uppers or string-lasting uppers or sole units:		
(a) Where one employee is employed on an injection moulding machine	571,52	628,67
(b) Where two employees are employed on an injection moulding machine, each shall be paid .	571,52	628,67
(c) Every employee in excess of two employed on an injection moulding machine shall be paid	507,93	558,72
<i>[Ratio: For every two qualified employees employed in this section not more than one learner may be employed.]</i>		
(L) STRINGLASTING OF LINED OR UNLINED FOOTWEAR BY HAND PULLING OR WITH THE ASSISTANCE OF ANY OTHER DEVICE		
Qualified employees employed on—		
(i) String-lasting of fabric uppers	571,52	628,67
(ii) String-lasting of synthetic uppers	571,52	628,67
<i>[Ratio: For every two qualified employees employed in this section not more than one learner may be employed.]</i>		
(M) WOODEN UNIT MANUFACTURING		
Operations not provided for in any other section in clause of this Annexure—		
(a) Manufacture of covered or uncovered wooden heels (including the processing of laminated layered covers)		
Qualified employees employed on—		
(i) Machine setting to ensure the automatic or semi-automatic operation of any machine contained in this section	605,12	665,63
(ii) Cutting of blanks prior to laminating in the preparation of layered heel covers	605,12	665,63
(iii) Scouring, cementing, positioning and pressing of blanks prior to cutting or guillotining of layered heel covers	507,93	558,72
(iv) Cutting of guillotining of laminated blanks to produce heel covering material	605,12	665,63
(v) Cutting of heel covers to a pattern from layered heel covering material	605,12	665,63
(vi) (aa) Cross cutting of timber into lengths	507,93	558,72
(ab) Shaping of heels and heel-breasts, using templates and/or jigs and/or guides	507,93	558,72
(ac) Cutting or scouring for pitching of heels, using templates and/or jigs and/or guides ..	507,93	558,72
(ad) Cupping of heels to fit heel seats	507,93	558,72

	Column A Per week	Column B Per week
(vii) Cementing heels and heel covers	507,93	558,72
(viii) spotting of heel covers to heels and pressing	507,93	558,72
(ix) Trimming of heel covers.....	507,93	558,72
(x) Top piece attaching	571,52	628,67
(b) Manufacture of wooden units inclusive and/or exclusive of heels— Qualified employees employed on—		
(i) Selecting and/or planning of raw timber	507,93	558,72
(ii) Measuring, marking and cutting timber into required lengths.....	507,93	558,72
(iii) Marking top and side elevation for profile cutting of unit.....	507,93	558,72
(iv) Cutting and shaping from wood of a combined unit forming a foot shaped base of fancy cut-outs on the base	571,52	628,67
(v) Cutting or routing of a margin partly or right round a wooden unit to contoursink lasting margin	571,52	628,67
(vi) Cementing or solutioning and laminating of two or more pieces of wood to increase final substance.....	507,93	558,72
(vii) Positioning and pressing of pre-trimmed or untrimmed soles to wooden units.....	571,52	628,67
(viii) 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	507,93	558,72
(ix) Attaching top pieces to heels.....	571,52	628,67
(x) (aa) Scouring units by automatic machines prior to or after sole attaching	507,93	558,72
(ab) Scouring units by hand prior to or after sole attaching	571,52	628,67
(xi) Polishing of units using sandpaper and/or wax after varnishing, painting or spraying or between applications of these operations	507,93	558,72
(xii) Examining for quality	688,49	757,34
(xiii) Repairing of units	507,93	558,72
(xiv) Size stamping	507,93	558,72
(xv) Varnishing, painting, spraying or dipping units	507,93	558,72
(xvi) Attaching of decorative studs and/or nails and/or rivets and/or tacks to units after lasting	507,93	558,72
(N) LEARNERS		
(i) Learners employed on the operations referred to in clause 5.2 (1), according to experience—		
First six months.....	422,15	464,37
Second six months	469,03	515,93
Third six months	518,36	570,20
Fourth six months	557,44	613,18
Fifth six months.....	625,50	688,05
Thereafter, the prescribed rate		
(ii) Learners in Class III employed in the Rough Stuff, Making and Finishing Departments, according to experience—		
First six months.....	316,69	348,36
Second six months	356,72	392,39
Third six months	398,61	438,47
Thereafter, the prescribed rate		
(iii) Learners employed on the operations referred to in subclause (H), according to experience—		
First six months.....	316,69	348,36
Second six months	356,72	392,39
Thereafter, the prescribed rate		
(iv) Other learners, according to experience—		
First six months.....	316,69	348,36

	Column A Per week	Column B Per week
Second six months	356,72	392,39
Third six months	398,61	438,47
Fourth six months	445,40	489,94
Fifth six months.....	504,17	554,59
Thereafter, the prescribed rate:		
Provided that—		
(i) 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 R507,93 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 R537,24 per week or R592,34 per week or R626,28 if employed on operations for which these rates are prescribed;		
(iv) 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 R507,93. 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.		
(O) GENERAL WORKERS		
General Workers	507,93	558,72
(P) RATIOS		
(i) 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 after the number of qualified employees has been divided by three.		
(ii) 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 three or part of three qualified employees.		
"Part of three" for this purpose means a remaining of not less than two after the number of qualified employees has been divided by three.		
(iii) 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 to each qualified employee.		
(Q) MILK		
All employees in the mill room and on press cutting operations shall be supplied with half a litre of milk 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—

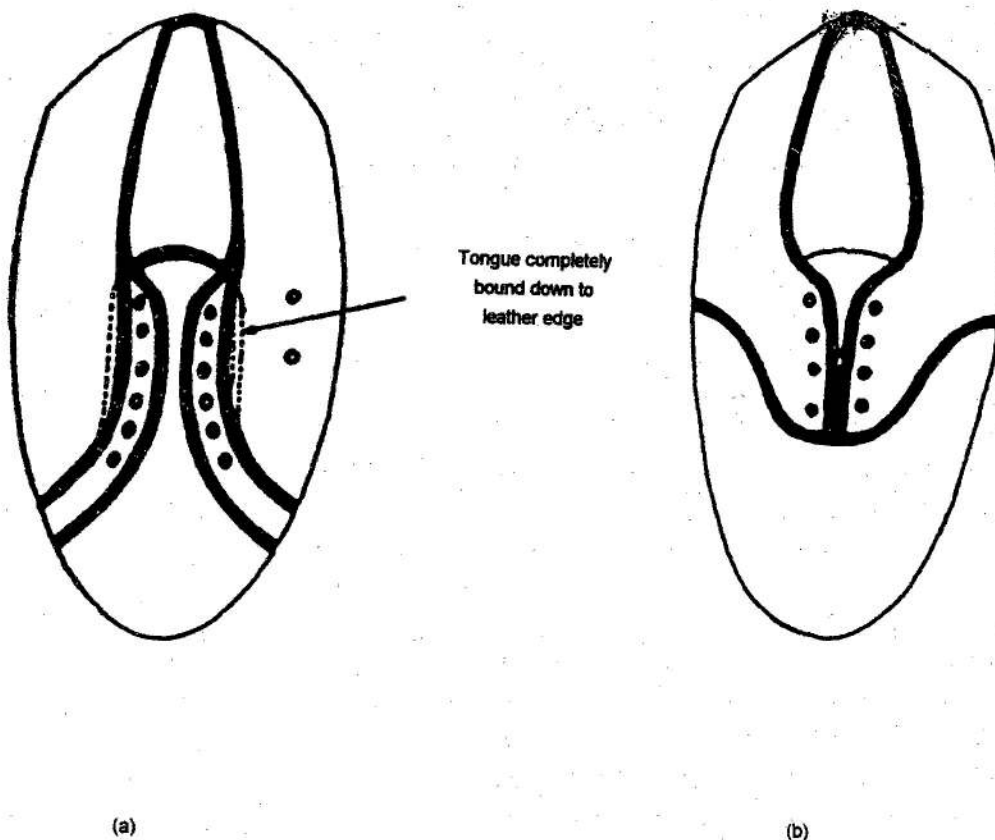
- (i) the sole shall be of rubber which is either vulcanised in an autoclave or is directly moulded;
- (ii) the footwear as defined may be retained on the foot by means of lacing up through metal or non-metal eyelets located on the top of the upper generally as depicted in illustration 1 (a) and (b);
- (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 canvas fabric, but its mass may be less than 400 grams per square metre.

Group 2: Rubber footwear, either unlined or lined with fabric.

Group 3: Wholly moulded footwear.

Group 4: Canvas fabric sandals.

ILLUSTRATION 1



	Column A Per week	Column B Per week
(1) WAGES		
A. LACE-UP RUBBER BOOTS		
Qualified employees employed on—		
(i) Marking and/or cutting of textile fabrics	754,68	830,15
(ii) Cutting of rubber uppers	588,51	647,36
(iii) Cutting of fabric impregnated with rubber	588,51	647,36

	Column A Per week	Column B Per week
(iv) Closing Departments:		
(a) Upper closing.....	537,24	590,96
(b) Lining closing.....	537,24	590,96
(c) Eyeletting.....	537,24	590,96
(d) Buffing tongues.....	507,93	558,72
(e) Inserting tongues.....	507,93	558,72
(f) Securing tongues.....	507,93	558,72
(g) Table-hands.....	507,93	558,72
(v) All sole cutting operations, whether by hand or press.....	722,11	794,32
(vi) All other press cutting operations (bottom stock only).....	507,93	558,72
(vii) Hand-lasting (i.e. the pulling over of the prepared upper over the last and securing it to the insole).....	571,52	628,67
(viii) Insole attaching.....	507,93	558,72
(ix) Placing material around the last.....	507,93	558,72
(x) Sole attaching.....	507,93	558,72
(xi) Atteriding and autoclave.....	507,93	558,72
(xii) Solutioning by hand.....	507,93	558,72
(xiii) Solutioning by machine.....	507,93	558,72
(xiv) (a) Moulding of soles, heels and/or sole and heel units.....	507,93	558,72
(b) Moulding of boots other than in an autoclave.....	507,93	558,72
(xv) Hobnailing.....	571,52	628,67
(xvi) Sole roughing.....	507,93	558,72
(xvii) Upper roughing.....	507,93	558,72
(xviii) Edge trimming.....	507,93	558,72
(xix) Spew and/or flash trimming on moulded boots.....	507,93	558,72
(xx) Inserting laces.....	507,93	558,72
(xxi) Slipping and sorting lasts.....	507,93	558,72
(xxii) Trimming linings.....	507,93	558,72
(xxiii) Rolling uppers.....	507,93	558,72
(xxiv) Cutting and/or inserting stays.....	507,93	558,72
(xxv) Dressing.....	507,93	558,72
(xxvi) Cleaning.....	507,93	558,72
(xxvii) Stamping sizes on linings.....	507,93	558,72
(xxviii) Loading trolley for autoclave.....	507,93	558,72
(xxix) Pairing.....	507,93	558,72
(xxx) Attaching throughs or insole covers.....	507,93	558,72
(xxxi) Operations not specified in (i) to (xxx) above.....	507,93	558,72
(xxxii) General workers.....	507,93	558,72

(B) OTHER FOOTWEAR IN THIS SECTION

Qualified employees employed on—

(i) Upper Cutting Department:**Group 1:**

Marking and/or cutting (from canvas or fabric).....	754,67	830,14
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Group 2:

Assisting clicker.....	507,93	558,72
Marking and/or cutting gumboots (from rubber and/or canvas impregnated with rubber)	507,93	558,72
Gum boots.....	507,93	558,72
Size marking.....	507,93	558,72

	Column A Per week	Column B Per week
(ii) Closing Department:		
Group 3:		
Attaching stays.....	507,93	558,72
Size stamping on linings.....	507,93	558,72
Tread trimming.....	507,93	558,72
All other closing-room operations, including eyeletting, perforating and skiving.....	537,24	590,96
(iii) Bottom Stock Department:		
Group 4:		
Sole cutting from rubber by press or by hand.....	722,11	794,32
Group 5:		
Cutting or extruding blanks for the moulding of soles and/or heels.....	507,93	558,72
Group 6:		
All other press cutting operations.....	507,93	558,72
(iv) Making Department:		
Group 7:		
Applying insole filler.....	507,93	558,72
Size stamping insole.....	507,93	558,72
Hand-lasting, rubber sole attaching by hand.....	507,93	558,72
Vulcanising soles to uppers.....	507,93	558,72
Solutioning by hand or machine.....	507,93	558,72
Assembling.....	507,93	558,72
Direct moulding of soles to canvas uppers.....	533,77	587,15
Injection moulding of units to lasted uppers or string-lasting uppers or sole units:		
(a) Where one employee is employed on an injection moulding machine.....	571,52	628,67
(b) Where two employees are employed on an injection moulding machine, each shall be paid.....	571,52	628,67
(c) Where more than two employees are employed on an injection moulding machine, each shall be paid.....	571,52	628,67
String-lasting.....	533,77	587,15
Lasting operations on a Kamborian machine.....	588,51	647,36
Lasting seats or sides by machine.....	654,72	720,19
Combined pulling over and forepart lasting.....	820,81	902,89
(v) Group 8:		
Hobnailing by hand or machine.....	571,52	628,67
(vi) Group 9:		
Attaching back strip.....	507,93	558,72
Attaching foxing.....	507,93	558,72
Attaching insole.....	507,93	558,72
Attaching lining to upper.....	507,93	558,72
Cementing.....	507,93	558,72
Cleaning soles.....	507,93	558,72
Cutting foxing.....	507,93	558,72
Feeding conveyer.....	507,93	558,72
Granulating.....	507,93	558,72
Inserting the puffs.....	507,93	558,72
Rolling uppers.....	507,93	558,72
Slipping lasts.....	507,93	558,72
Sole rolling.....	507,93	558,72
Supplying lasts.....	507,93	558,72
Trimming uppers.....	507,93	558,72
Mass-measuring pellets for direct moulding.....	507,93	558,72
Wheeling.....	507,93	558,72
Checking and repairing.....	507,93	558,72

	Column A Per week	Column B Per week
Edge scouring.....	507,93	558,72
Silk screen printing	507,93	558,72
(vii) Any operations not specified in (i) to (vi) above	507,93	558,72
(viii) General Workers.....	507,93	558,72
(2) LEARNERS EMPLOYED ON OPERATIONS REFERRED TO IN SUBCLAUSE (1) A AND B (EXCLUDING GENERAL WORKERS)		
According to experience—		
First six months	316,57	348,23
Second six months	356,72	392,39
Thereafter, the prescribed rate: 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 kilopascal or 1,32 millimetres at 5 kilopascals and its mass shall be not less than 400 grams 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.		
CLAUSE 3: SLIPPERS, THE UPPERS OF WHICH ARE MADE OF MATERIALS OTHER THAN LEATHER		
(1) WAGES		
Qualified employees employed on—		
A. Upper Cutting Department—		
(i) Upper cutting	754,41	829,85
(ii) Stock cutting and/or lining cutting	588,51	647,36
(iii) Upper assembling	588,51	647,36
(iv) Marking and/or stamping.....	507,93	558,72
B. Machining Department—		
(i) Machining toe caps, collars, seams, binding, tongues, socks and pads, button-holing, buttoning	511,21	562,33
(ii) Machining uppers, socks, pads and soft soles together	537,24	590,96
(iii) Machining elastic bound edges of uppers to soft soles	537,24	590,96

	Column A Per week	Column B Per week
C. Rough Stuff Department—		
(i) Sole cutting from leather	820,81	902,89
(ii) Sole cutting from other than leather	722,11	794,32
(iii) Insole cutting and lift and top-piece cutting	722,11	794,32
(iv) Stamping	507,93	558,72
(v) Heel covering	507,93	558,72
D. Making Department—		
(i) Slipper turn sewing	623,53	685,88
(ii) Steaming and blocking into shape:		
(a) Felt work	571,52	628,67
(b) Leather work, fabric Cubans	571,52	628,67
(iii) Stuck-on process:		
(a) Hand-lasting	571,52	628,67
Sole roughening	571,52	628,67
Sole positioning on upper and press operating in one operation	571,52	628,67
Sole positioning on upper and forepart seat before pressing	571,52	628,67
Press operating with sole previously positioned	571,52	628,67
(b) Solutioning operation	507,93	558,72
(c) Sole and insole tacking	507,93	558,72
(iv) Vulcanising soles to lasted uppers	571,52	628,67
(v) Slugging	507,93	558,72
(vi) Channelling	507,93	558,72
Hand-levelling	507,93	558,72
Heel attaching	507,93	558,72
Tacking backs	507,93	558,72
(vii) Slipper turning	507,93	558,72
(viii) Fetching and putting away lasts	507,93	558,72
(ix) Inserting heel pads	507,93	558,72
(x) Conveyor operating	507,93	558,72
(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-lasting uppers or uppers with stitched-in socks:		
(a) Where one employee is employed on an injection moulding machine	571,52	628,67
(b) Where two employees are employed on an injection moulding machine, each shall be paid	571,52	628,67
(c) Where more than two employees are employed on injection moulding machine, each shall be paid	571,52	628,67
E. Finishing Department		
Edge trimming	722,11	794,32
Edge setting	589,18	648,10
Heel trimming	507,93	558,72
Scouring operations	507,93	558,72
Inking, staining and brushing	507,93	558,72
Slipping uppers	507,93	558,72
F. Shoe Room Department		
Examining		
All other Shoe Room operations	507,93	558,72
(2) LEARNERS		
According to experience		
First six months	316,57	348,23
Second six months	356,68	392,35
Third six months	398,61	438,47
Fourth six months	445,41	489,95
Fifth six months	504,17	554,59

	Column A Per week	Column B Per week
Provided that a learner shall not be entitled to a wage higher than that prescribed for a qualified employee employed on the operation on which such learner is engaged:		
Provided further that learners employed on operations for which a wage rate of R385,73 is prescribed shall, after the third six months of experience, become entitled to this wage rate:		
Provided 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		
General workers	507,93	558,72
(4) RATIO		
For every one qualified employee engaged on the operations specified in subclause (1) hereof there may be employed not more than two learners at the wages in accordance with the scale laid down for learners under subclause (2) hereof: Provided that one employee in receipt of the wage prescribed for a qualified employee shall be employed in each department before a learner may be employed.		
(A) 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 wage which he would earn if employed for the whole time worked during that week solely on the higher or highest rated of those operations.		
CLAUSE 4: 'PLATNATE' AND 'DOPPERS'		
Note: 'Platnate' and 'doppers' mean footwear wholly or mainly stitched by hand with riempies or pitch thread.		
Qualified employees employed on		
(i) Clicking	570,64	627,70
(ii) Machining by power	511,21	562,33
Machining other than by power	511,21	562,33
Other Closing Department operations	511,21	562,33
(iii) Sole cutting by power	675,19	742,71
Sole cutting other than by power	507,93	558,72
(iv) Pulling over by hand and/or hand-lasting	507,93	558,72
Stitching by hand	507,93	558,72
(v) Edge trimming by power	575,92	633,51
Edge trimming other than by power	507,93	558,72
(vi) Pairing and/or size marking	507,93	558,72
(vii) Any operation other than those specified in (i) to (vi) hereof	507,93	558,72
(2) LEARNERS		
According to experience		
First six months	316,57	348,23
Second six months	356,68	392,35
Provided that a learner shall not be entitled to a wage higher than that prescribed for a qualified employee employed on the operation on which such learner is engaged:		
Provided 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		
General workers	507,93	558,72
(4) RATIO		
For every three employees receiving not less than R385,73 per week there may be employed not more than one employee at a wage of less than R385,73 per week.		
(5) 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 wage which he would earn if employed for the whole time during that week solely on the higher or highest rated of those operations.		

Signed by the parties at Durban this 12th day of June 2003.

D. J. F. LINDE

Member of the Council

M. A. MAHOMED

Member of the Council

M. PAULSEN

Member of the Council

W. VAN DER RHEEDE

Member of the Council

L. M. VAN LOGGERENBERG

General Secretary of the Council

No. R. 1362

3 October 2003

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA:
PROVIDENT FUND AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel *Government Notices* Nos. R. 1322 of 6 November 1998, R. 1209 of 1 December 2000 and R. 449 of 4 April 2003, with effect from 6 October 2003.

M. M. S. MDLADLANA

Minister of Labour

UMNYANGO WEZOKUSEBENZA

Nomolo. R. 1362

3 October 2003

UMTHETHO WOBUDLEL WANO KWEZIMISEBENZI, KA 1995

UKUKHANSELWA KWESAZISO SIKAHULUMENI

**UMKHANDLU WOKUXOXISANA WOMKHAKHAWEZIMBONI ZEZIKHUMBA ENINGIZIMU AFRIKA:
ISIVUMELWANO SIKAWONKEWONKE SIKHWAMA SOMKHUSU OZALAYO**

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe wemeSebenzi, ngokwesigaba 32 (7) soMthetho wobuDlelwano kwezemiSebenzi, ka 1995, ngikhansela iSaziso sikaHulumeni esinguNombolo R. 1322 sika 6 Novemba 1988, R. 1209 sika 1 Disemba 2000, R. 449 sika 4 Apreli 2003 kusakela mhla ziwu 7 Oktoba 2003.

M. M. S. MDLADLANA

Ungqongqoshe WezemiSebenzi

No. R. 1363

3 October 2003

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION OF THE
PROVIDENT FUND COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT 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 6 October 2003, and for the period ending 10 May 2008.

M. M. S. MDLADLANA,

Minister of Labour

UMNYANGO WEZEMISEBENZI**Nombolo R. 1363****3 Oktoba 2003**

UMTHETHO WEZEMISEBENZI, KA 1995

IMBONI YEZIKHUMBA YASENINGIZIMU AFRIKA: UKWELULWA KWESIVUMELWANO SIKAWONKEWONKE NGE SIKHWAMA SOMKHUSU OZALAYO 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 sika Wonkewonke esinezelelwa kwiSheduli yeSingisi exhunyiwe lapha, esahlangiswa emkhandlwini kaZwelonke wokuXoxisana kaZwelonke wokuXoxisana ngamaHolo eziMbonini zesiKhumba eNingizimu Afrika (National Bargaining Council of the Leather Industry of South Africa) futhi esiyisibhobo ngokwesigaba 31 soMthetho wobuDlelwano kwezemiSebenzi, ka 1995 (Labour Relations Act, 1995) kulawo maqembu ahlanganisa isinezelelo sesivumelwano leso, siyababopha nabanye abaqashi nabaqashwa kulowo mkhakha wezibomi, kusekela ngomhlaka 6 Oktoba 2003, nangesikhathi sonke esiyophela mhla ziwu 10 Meyi 2008.

M. M. S. MDLADLANA**Ungqongqoshe WezemiSebenzi**

Gaphela: Amakhophi alesi sivumelwano esiZulu ayatholakala emkhandlwini kaZwelonke wokuXoxisana ngamaHolo weziMboni zesiKhumba eNingizimu Afrika uma usicela.

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA****PROVIDENT FUND COLLECTIVE AGREEMENT**

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

Southern African Footwear and Leather Industries' Association (SAFLIA),

South African Tanning Employers' Organisation (SATEO),

Association of South African Manufacturers of Luggage, Handbags and General Goods,

Association of Small and Medium Manufacturers of Footwear and Allied Products (ASMAP),

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

National Union of Leather & Allied Workers (NULAW)

and the

Southern African Clothing and Textile Workers' Union (SACTWU),

(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.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in 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 and employed in the Industry;
- (b) in the Republic of South Africa, as it existed prior to the promulgation of the Constitution of the Republic of South Africa (Act No. 200 of 1993): Provided that, on the operations set forth in paragraph (6) of the definition of "Leather Industry" as contained in clause 3 of the Agreement, published under Government Notice No. R.1322 of 6 November 1998 (hereinafter referred to as the "Former Agreement"), it shall be observed only in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, The Cape, Goodwood and 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 that portion 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 and Johannesburg: Provided further that on the operations set forth in paragraph (7) (a) of the definition of "Leather Industry" as contained in clause 3 of the Former Agreement, it shall be observed only in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, The Cape, Goodwood and 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 that portion 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: Provided further that on the operations set forth in paragraph (7) (b) of the definition of "Leather Industry" as contained in clause 3 of the Former Agreement, it shall be observed only in the Magisterial District of Wynberg: Provided further that on the operations set forth in paragraph (8) of the definition of "Leather Industry", as contained in clause 3 of the Former Agreement, it shall be observed in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Mpumalanga), Pretoria, Roodepoort and The Cape: Provided further that on the operations set forth in paragraph (9) of the definition of "Leather Industry", as contained in clause 3 of the Former Agreement, it shall be observed in the Magisterial Districts of Bellville, including those portions of the Magisterial Districts of Goodwood and Kuils River, which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, Paarl, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King Williamstown and Pietermaritzburg.

- (c) The terms of this Agreement shall not apply to non-parties in respect of clause 1 (1) (a), 2 and 3.

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 10 May 2008.

3. SPECIAL PROVISIONS

The provisions contained in clauses 7.3 and 14 of the Agreement published under Government Notice No. R. 1322 of 6 November 1998 as amended and extended by Government Notice Nos. R. 1209 of 1 December 2000 and R. 449 of 4 April 2003 (hereinafter referred to as the "Former Agreement"), as further amended, extended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7.2 and 8 to 13 of the Former Agreement (as further amended, extended and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 5 OF THE FORMER AGREEMENT: CONTRIBUTIONS

Substitute the following for subclause (2) of clause 5.1: Contributions:

- "(2) To the aggregate of the amounts deducted under subclause (1), every employer shall contribute an amount equal to 6% (six per cent) in respect of each employee who is a member of the Fund, and forward the total amount not later than the fifteenth day of the following month to the Secretary of the Fund, together with a statement in such form as the Management Committee may determine from time to time."

6. CLAUSE 6 OF THE FORMER AGREEMENT: BENEFITS

Substitute the following for clause 6:

"6. BENEFITS

- 6.1 The Fund shall provide benefits to members in accordance with the rules of the Fund.
- 6.2 The rules of the Fund may include provision for housing benefits whereby the Fund provides financial assistance to members for approved housing purposes. In such event, the rules may provide for the liability of members and employers in regard to the deduction of housing-loan repayments from members' remuneration, the payment of such deductions to the Fund, and the payment of interest on overdue amounts."

7. CLAUSE 10 OF THE FORMER AGREEMENT: EXEMPTIONS

Substitute the following for clause 10:

"10. EXEMPTIONS

- 10.1 Any party falling within the Council's registered scope may apply to the Bargaining Council for exemption from any or all the provisions of this Agreement.
- 10.2 All applications for exemption from any of the provisions of this Agreement shall be in writing on an application form as provided by the Council, and lodged with the Council for consideration by the Management Committee.
- 10.3 The Management Committee shall hear and decide applications for exemption 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.
- 10.4 **Exemption Criteria:** The Management Committee, when considering an application, shall take into account the following criteria (the order not indicating any form of priority):
- (1) Any written and/or verbal substantiation provided by the applicant;
 - (2) fairness to the employer, its employees and other employers and employees in the Industry;
 - (3) whether an exemption, if granted, would undermine this Agreement or the collective bargaining process;
 - (4) whether it will make a material difference to the viability of a new business, or a business previously outside the jurisdiction of the Council;

- (5) unexpected economic hardship occurring during the currency of this Agreement and job creation and/or loss thereof;
 - (6) infringement of basic conditions of employment rights;
 - (7) whether a competitive advantage might be created by the exemption;
 - (8) comparable benefits or provisions, where applicable;
 - (9) the applicant's compliance with other statutory requirements such as the Occupational Injuries and Diseases Act or unemployment insurance; or
 - (10) any other factor which is considered appropriate.
- 10.5 The Management Committee, on approving an application, shall within 14 days advise the applicant of such decision, and issue a licence of exemption setting out of the following:
- (1) The full name of the person or enterprise concerned;
 - (2) the provisions of this Agreement from which the exemption has been granted;
 - (3) the conditions subject to which exemption is granted;
 - (4) the period of the exemption;
 - (5) the date from which exemption shall operate.
- 10.6 The Management Committee may, on good cause shown, give the holder of a licence of exemption one week's notice of withdrawal of the exemption granted.
- 10.7 The Management Committee, on not approving an exemption or part of an exemption, shall advise the applicant(s) within fourteen (14) days of the date of such decision, providing the reason or reasons for not granting an exemption.
- 10.8 **Appeals:**
- An independent body entitled the "Independent Appeal Body", shall be appointed in accordance with the provisions of section 32 (3) (e) of the Act to hear and decide any appeal brought by a party or a non-party against—
- (1) the Management Committee's refusal of an application for exemption from the provisions contained in this Agreement; or
 - (2) the withdrawal of an exemption by the Management Committee.
- 10.9 The Council or General Secretary shall, on receipt of a written application for an appeal, forward the application, together with the original application for exemption and all supporting documents, to the Independent Appeal Body for a decision.
- 10.10 The Independent Appeal Body shall hear and decide appeals 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.
- 10.11 The Independent Appeal Body shall consider all applications with reference to the criteria set out in clause 10.4.
- 10.12 The Independent Appeal Body shall advise the Council and the applicant(s) of their decision within fourteen (14) days, providing full reasons for the decision. Should the Independent Appeal Body reverse the decision of the Management Committee, the Council shall issue the applicant with a licence of exemption in accordance with clause 5.5.
- 10.13 In the event of a party or a non-party's appealing against the Management Committee's decision, such party or non-party may, at the Independent Appeal Body's discretion, be liable for payment of costs incurred by the Council in the event of the Independent Appeal Body's, upholding the Management Committee's decision."

8. CLAUSE 11 OF THE FORMER AGREEMENT: DISPUTE RESOLUTION

To clause 11 add the following new subclause (33):

- "(33) (a) If the arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the arbitrator may, in addition to any other appropriate order, impose a penalty.
- (b) The maximum penalty that the arbitrator may impose for a failure to comply with any provision of the collective agreement—
 - (i) not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the penalty determined in terms of Table One or Table Two;
 - (ii) involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two.

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

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

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

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

Signed by the parties at Durban on this the 12th day of June 2003.

D. J. F. LINDE

Member of the Council

M. PAULSEN

Member of the Council

W. VAN DER RHEEDE

Member of the Council

L. VAN LOGGERENBERG

General Secretary of the Council

No. R. 1364

3 October 2003

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA:
ADMINISTRATIVE EXPENSES AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1320 of 6 November 1998, R. 1335 of 8 December 2000, R. 145 of 8 February 2002 and R. 448 of 4 April 2003, with effect from 6 October 2003.

M. M. S. MDLADLANA

Minister of Labour

UMNYANGO WEZOKUSEBENZA**Nomolo. R. 1364****3 Oktoba 2003**

UMTHETHO WOBUDLELWANO KWEZIMISEBENZI, KA 1995

UKUKHANSELWA KWESAZISO SIKAHULUMENI

**UMKHANDLU WOKUXOXISANA WOMKHAKHAWEZIMBONI ZEZIKHUMBA ENINGIZIMU AFRIKA:
ISIVUMELWANO SIKAWONKEWONKE KWINGXENYE YEZINTO ZESIGABA ESISHUKA ISIKHUMBA**

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe wemeSebenzi, ngokwesigaba 32(7) soMthetho wobuDlelwano kwezemiSebenzi, ka 1995, ngikhansela iSaziso sikaHulumeni esinguNombolo R. 1320 sika 6 November 1998, R. 1335 sika 8 December 2000, R. 145 sika 8 February 2002 kanyenesingu R. 448 sika 4 April 2003 kusukela mhla ziwu 6 October 2003.

M. M. S. MDLADLANA

uMgqongqoshe WezemiSebenzi

No. R. 1365**3 October 2003**

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION OF
THE ADMINISTRATIVE EXPENSES COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT 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 6 October 2003, and for the period ending 10 May 2008.

M. M. S. MDLADLANA

Minister of Labour

UMNYANGO WEZEMISEBENZI**Nombolo. R. 1365****3 Oktoba 2003**

UMNYANCO WEZABASEBENZI, KA 1995

**UMKHANDLU KAZWELONKE WOKUXOXISANA KWABAQASHI NABASEBENZI EMBONINI YEUKHUMBA ENINGIZIMU
AFRIKA: UKWELULWA KWESIVUMELWANO ESIMAYELANA WEZINDLEKO ZOKUPHATHWA KOMKHANDLU
SELULELWA KULABO ABANGESIWO AMALUNGA DMKHANDLU**

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe wezabaSebenzi, ngokwesigaba 32(2) soMthetho wobuDlelwano kwezabaSebenzi, ka 1995 (Labour Relations Act, 1995), ngiyancuma ukuthi iSivumelwano esivela kwiSheduli yeSingisi exhunyiwe lapha, esenziwa emkhandlwini kaZwelonke wokuXoxisana kwabaqashi nebasebenzi eMbonini yeSiKhumba eNingizimu Afrika (National Bargaining Council of the Leather Industry of South Africa) futhi esiyisibhopo ngokwesigaba 31 soMthetho wobuDlelwano kwezabaSebenzi, ka 1995 (Labour Relations Act, 1995) kulawo maqembu asenzayo isivumelwano leso, siyababopha nabanye abaqashi nabaqashwa kulowo mkhakha wezibomi, kusukela ngomhlaka 6 October 2003, nangesikhathi sonke esiyophela mhla ziwu 10 May 2008.

M. M. S. MDLADLANA

Ungqongqoshe WezabaSebenzi

Gaphela: Amakhophi alesi sivumelwano esiZulu ayatholakala eMkhandlwini kaZwelonke wokuXoxisana ngamaHolo weziMboni zeSiKhumba eNingizimu Afrika uma usicela.

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA****ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT**

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

South African Tanning Employers' Organisation (SATEO),**Southern African Footwear and Leather Industries' Association (SAFLIA),**

**Association of South African Manufacturers of Luggage, Handbags and General Goods,
Association of Small and Medium Manufacturers of Footwear and Allied Products (ASMAP)**

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

National Union of Leather and Allied Workers (NULAW)

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.

(1) SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in 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 and employed in the Industry (other than persons engaged exclusively on repair work);
- (b) in the Republic of South Africa, as it existed prior to the promulgation of the Constitution of the Republic of South Africa (Act No. 200 of 1993): Provided that, on the operations set forth in paragraph (6) of the definition of "Leather Industry" as contained in clause 3 of the Agreement published under Government Notice No. R. 1320 of 6 November 1998 (hereinafter referred to as the "Former Agreement"), it shall be observed only in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, the Cape, Goodwood and 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 that portion 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, and Johannesburg: Provided further that on the operations set forth in paragraph (7) (a) of the definition of "Leather Industry" as contained in clause 3 of the Former Agreement, it shall be observed only in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, The Cape, Goodwood and 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 that portion 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: Provided further that on the operations set forth in paragraph (7) (b) of the definition of "Leather Industry" as contained in clause 3 of the Former Agreement, it shall be observed only in the Magisterial District of Wynberg: Provided further that on the operations set forth in paragraph (8) of the definition of "Leather Industry", as contained in Clause 3 of the Former Agreement, it shall be observed in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Mpumalanga), Pretoria, Roodepoort and The Cape: Provided further that on the operations set forth in paragraph (9) of the definition of "Leather Industry", as contained in clause 3 of the Former Agreement, it shall be observed in the Magisterial Districts of Bellville, including that portion of the Magisterial Districts of Kuils river which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, Paarl, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King Williamstown and Pietermaritzburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to those employees for whom wages are prescribed in any of the Main Agreements of the Council.

(3) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2, and 3.

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 10 May 2008.

3. SPECIAL PROVISIONS

The provisions of clause 6 of the Agreement published under *Government Notice* Nos. R. 1320 of 6 November 1998, R. 1335 of 8 December 2000, R. 145 of 8 February 2002 and R. 448 of 4 April 2003 (hereinafter referred to as the "Former Agreement"), as further amended, extended and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 5, and 7 to 8 of the Former Agreement (as further amended, extended and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 7 OF THE FORMER AGREEMENT: EXEMPTIONS

To clause 7 add the following new subclause (13):

- "(13) In the event of a party or non-party's appealing against the Management Committee's decision, such party or non-party may, at the Independent Appeal Body's discretion, be liable for payment of costs incurred by the Council in the event of the Independent Appeal Body's upholding the Management Committee's decision."

6. CLAUSE 8 OF THE FORMER AGREEMENT: DISPUTE RESOLUTION

To clause 8 add the following new subclause (33):

- "(33) (a) If the arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the arbitrator may, in addition to any other appropriate order, impose a penalty.
- (b) The maximum penalty that the arbitrator may impose for a failure to comply with any provision of the collective agreement—
- (i) not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the penalty determined in terms of Table One or Table Two;
 - (ii) involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two.

TABLE ONE

MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO

MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

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

Signed by the parties at Durban on this the 12th day of June 2003.

D. J. F. LINDE
Member of the Council

M. PAULSEN
Member of the Council

W. VAN DER RHEEDE
Member of the Council

L. VAN LOGGERENBERG
General Secretary of the Council

No. R. 1372

3 October 2003

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: EXTENSION OF RURAL AREAS MAIN AMENDING COLLECTIVE AGREEMENT 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 Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal 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 13 October 2003, and for the period ending 30 June 2005.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1372

3 Oktober 2003

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN LANDELIKE GEBIEDE HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 13 Oktober 2003, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL
MAIN COLLECTIVE AGREEMENT: RURAL AREAS**

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

Furniture and Wood Products Manufacturers' Association

(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 (NUFAWSA)

and the

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 Bargaining Council for the furniture Manufacturing Industry, KwaZulu-Natal,

to amend the Main Collective Agreement: Rural Areas published under *Government Notices* Nos. R. 1326 dated 25 October 2002, R. 404 dated 24 March 2003 and R. 660 dated 16 May 2003.

1. SCOPE OF APPLICATION

1.1 The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—

- 1.1.1 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 and employed therein, respectively;
- 1.1.2 in Area B, which consists of the Magisterial District of Umvoti (Greytown), Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle;
- 1.1.3 in Area C, which consists of the remainder of the Province of KwaZulu-Natal, excluding Area A (which consists of the Magisterial District of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie).

1.2 Notwithstanding the provisions of clause 1.1, the provisions of this Agreement shall not apply to professionals, technical administrators, sales and office staff and persons as defined in section 6 (1) (c) of the Basic Conditions of Employment Act, 1997, or to managers, submanagers, foremen and supervisory staff if such employees are, in receipt of regular remuneration.

1.3 Notwithstanding the provisions of clause 6.1, the provisions of this Agreement, excluding those contained in clauses 5, 24, 44, 48 and 50 of the Main Agreement, shall not apply to an employer who carries on not more than one business within the scope of application of this Agreement who employs fewer than ten employees at all times in or in connection with such business and who complies with the relevant provisions of the Basic Conditions of Employment Act, 1997: Provided that working employers shall not be regarded as employees for the purpose of establishing the number of employees in such business.

1.4 The provisions of clause 1.3 shall not apply where an employer has more than 10 employees in his employ at the date of coming into operation of this Agreement, and subsequently reduces his number of employees to fewer than 10.

1.5 The terms of this Agreement shall not apply to non-parties in respect of clause 1.1.1.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 2005.

3. SCHEDULE C

Insert the following new Schedule C.

"SCHEDULE C: WAGES PER WEEK

(Period 1 July 2003 to 30 June 2004)

Pine and general

Level 1: R172,50.

Level 2: R180,50.

Level 3: R190,50.

Level 4: R223,50.

Level 5: R263,50.

Upholstery and mattress and bedding

Level 1: R196,00.

Level 2: R205,00.

Level 3: R215,00.

Level 4: R251,00.

Level 5: R294,00."

Signed at Durban on this 2nd day of July 2003.

W. R. DOWNS

Chairman

G. MOONSAMY

Vice-Chairman

G. J. P. BLIGNAUT

Secretary

No. R. 1373

3 October 2003

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:

MAIN COLLECTIVE AGREEMENT

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 570 of 2 May 2003 with effect from 13 October 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1373**3 Oktober 2003**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWING

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD:
HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, die bepalings van Goewermentskennisgewing No. R. 570 van 2 Mei 2003 in, met ingang van 13 Oktober 2003.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1374**3 October 2003**

LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF RE-ENACTING AND
AMENDING MAIN COLLECTIVE AGREEMENT 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 Metal and Engineering Industries 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 13 October 2003, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1374**3 Oktober 2003**

WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE
HERBEKRAGTIGINGS- EN WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgevers en werknemers in daardie Nywerheid, met ingang van 13 Oktober 2003, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die Ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****COLLECTIVE RE-ENACTING AND AMENDING MAIN AGREEMENT**

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

Association of Electrical Cable Manufacturers of South Africa**Association of Metal Service Centres of South Africa****Border Industrial Employers' Association****Babelegi Metal Industries Association****Bright Bar Association****Cape Engineers' and Founders' Association****Consolidated Association of Employers of South Africa (CAESAR)****Constructional Engineering Association (South Africa)****Covered Conductor Manufacturers' Association****Electrical Engineering and Allied Industries Association**

Electrical Manufacturers' Association of South Africa (EMASA)
 Electronics and Telecommunications Industries Association
 Federated Employers' Organisation of South Africa (FEOSA)
 Gate and Fence Association
 Hand Tool Manufacturers' Association (HATMA)
 KwaZulu-Natal Engineering Industries Association
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Non-ferrous Metal Industries Association of South Africa
 Plastics Convertors' Association of South Africa
 Port Elizabeth Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa (RATA)
 Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries' Association of South Africa
 Small Enterprise Employers of South Africa (SEESA)
 SA Electro-Plating Industries Association
 SA Engineers' and Founders' Association
 SA Fasteners Manufacturers' Association (SAFMA)
 SA Refrigeration and Air-conditioning Contractors' Association (SARACCA)
 SA Post Tensioning Association (SAPTA)
 SA Pump Manufacturers' Association
 SA Reinforced Concrete Engineers' Association (SARCEA)
 SA Tube Makers' Association
 SA Valve and Actuator Manufacturers' Association (SAVAMA)
 SA Wire and Wire Rope Manufacturers' Association

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

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)
 Metal and Electrical Workers' Union of South Africa,
 MWU Solidarity
 United Association of SA (UASA)
 National Union of Metalworkers of South Africa (NUMSA)
 SA Equity Workers' Association (SAEWA)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council

PART 1

CONDITIONS OF EMPLOYMENT

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
 - (b) in the Provinces of the Transvaal and Natal by the section in the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
 - (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;
 - (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.
- (2) Notwithstanding the provisions of clauses 1 (1) (d), 2 and 3, the terms of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to the following:

- (a) The installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging;
 - (c) the manufacture of aluminium sheet and/or foil, and interrelated operations;
 - (d) the installation and/or repair and/or maintenance of electrical lifts and escalators;
 - (e) the production of iron and/or steel and/or ferro-alloys;
 - (f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in clause 3 of Part 1 of the Agreement published under Government Notice No. R. 404 of 31 March 1998 in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (g) the manufacture of tungsten carbide (hard metal);
 - (h) the assembling servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures;
 - (i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - (j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope of the Orange Free State;
 - (k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;
 - (l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging, Transvaal;
 - (m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
 - (n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - (o) the undertaking of Billiton Aluminium SA (Pty) Ltd, in the Magisterial District of Lower Umfolozi;
 - (p) (i) the manufacture by mass-production methods from sheetmetal of a gauge not exceeding 2,108 mm of—
 - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;
 (ii) the manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs; and for the purposes of this paragraph, "rigid tube" means a container and "container" means a plain or lithographed article designed for the packing for transport or sale of products, and capable of being closed by means of a lid or cap or any other type of closure;
 - (q) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate;
 - (r) the erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice No. R. 404 of 31 March 1998;
 - (s) the servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only to the extent to which the terms are not inconsistent with the provisions of the Manpower Training Act, 1981, and learners in terms of Chapters IV of the Skills Development Act No. 97 of 1998, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as the terms are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
- (a) the provisions of the clauses relating to leave pay, additional leave pay and leave enhancement pay or Part I of the Agreement published under Government Notice No. R. 404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

- (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement.

For the purposes of this paragraph, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.

- (6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 44 hours per week.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such 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 30 June 2005.

3. SPECIAL PROVISIONS

The provisions contained in clause 28 of the Agreement published under Government Notice No. R. 404 of 31 March 1998, as re-enacted and amended under Government Notices Nos. R. 1491 of 27 November 1998, R. 941 of 6 August 1999, R. 1128 of 17 November 2000, R. 1051 of 26 October 2001, R. 138 of 8 February 2002, R. 1082 of 16 August 2002 and R. 570 of 2 May 2003 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27 and 29 to 46 of Part 1 and Part II of the former Agreement, shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

Substitute the following for the existing definition of "apprentice":

"**apprentice**" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act or a trainee in terms of the Artisan Training and Recognition Agreement for the Metal Industry, as well as a learner in terms of Chapter IV of the Skills Development Act, 1998".

6. CLAUSE 12: LEAVE PAY

- (a) Re-number subclauses 3 (d) to 3 (h) to read subclauses 3 (e) to (i), respectively.
 (b) Insert the following new subclause 12 (3) (d):

"(d) Payment for each such public holiday as contemplated in 12(3)(c) above shall be paid to the employee in a manner as provided for in clause 8 of this Agreement by his employer on his ceasing work to go on leave or in such manner as agreed between the employer and the employee."

7. CLAUSE 14: LEAVE ENHANCEMENT PAY (L.E.P.)

Insert the following new subclause 1 (c):

"(c) Where employees and employers agree to the electronic transfer of employees' wages into a bank account on a monthly basis, then the provisions of the Agreement requiring the working of a stipulated number of qualifying shifts as set out in subclauses (a) and (b) above, for purposes of leave pay and leave enhancement pay, will not apply to these employees."

8. CLAUSE 18: TERMINATION OF EMPLOYMENT

Substitute the following for the existing clause 18:

- "1. A contract of employment terminable at the instance of the employer or the employee may be terminated only on notice of not less than—
- (a) one week, if the employee has been employed for six months or less;
 - (b) two weeks, if the employee has been employed for more than six months.
2. The provisions of subclause 1 shall not affect—
- (a) the right of an employer or employee to terminate a contract of service without notice for any good cause recognised by law as sufficient;
 - (b) any agreement between an employer and employee providing for a longer period of notice than the periods referred to in subclause 1(a) or (b) above;
 - (c) the right of an employer to pay to an employee wages for and in lieu of the prescribed or agreed period of notice.
3. Whenever the contract of service is terminable by the notice period referred to in subclause 1 (a) or (b) or 2 (b) above and the employee fails to give notice or to work such notice period, the employer may deduct pay in lieu of such notice period in the establishment concerned.

4. For the purposes of this clause, "week" shall mean a week consisting of the ordinary hours of work as referred to in clause 4 (1) (a) (i) and (ii) of this Agreement.
5. Notice must be given on the first day at the commencement of the working week for the employee.
6. The termination of employment by an employer on notice in terms of the Main Agreement does not prevent the employee challenging the fairness or lawfulness of the termination or dismissal.
7. The services of an employee shall not be terminated only on the grounds that the employee is infected by the human immunodeficiency virus (HIV)."

9. CLAUSE 19: EMPLOYMENT OF JUVENILES AND ISSUE OF CERTIFICATES, ETC

Substitute the following for subclause (4):

- "(4) No employer shall, as from the date of coming into operation of this agreement, employ any person on work classified as Rate A, or Category 5 in Schedule G or under Group Z in Schedule F of this Agreement, other than an apprentice, trainee or a learner in terms of the Skills Development Act, 1998, or an employee who has completed an apprenticeship contract in terms of the Manpower Training Act, 1981, or an employee in possession of a certificate issued or recognised by the Council which enables such an employee to be employed as a journeyman on any of the classes of work specified at Rate A, Category 5 in Schedule G or under Group Z in Schedule F of Part II of this Agreement."

10. CLAUSE 20: OUTWORK, TEMPORARY EMPLOYMENT SERVICES AND LIMITED DURATION CONTRACTS

- (1) Substitute the following for the existing subclause (8):

- "(8) The temporary employment service and the client company shall be jointly and severally liable if the temporary employment service, in respect of any of its employees, contravenes—
- (a) a collective agreement concluded in a bargaining council that regulates terms and conditions of employment;
 - (b) a binding arbitration award that regulates terms and conditions of employment;
 - (c) the Basic Conditions of Employment Act, 1997; or
 - (d) a determination made in terms of the Wage Act, 1957.

Any employer who utilises the services of a temporary employment service should, in view of the possible financial risk involved, ensure that the temporary employment service complies with the collective agreements of the Council.

- (2) Insert the following new subclause (11):

- "(11) The following special provisions shall apply in respect of the use of workers supplied by a labour broker in scheduled positions on direct production processes.

(a) Objective

The objective of this clause is to regulate the use of workers falling under the scope of the Main Agreement supplied by a labour broker in positions in direct production processes.

(b) Exclusions

- (i) This clause does not apply to any contractual arrangements of this nature that were in existence at the time of the introduction of this clause: Provided that where any such contractual arrangement exists, the terms of this clause will be observed upon the expiry of that arrangement.
- (ii) This clause does not apply to the use of labour broker services for other purposes, including but not limited to the following:
 - (aa) Site work.
 - (bb) Turnaround work, including the installation, maintenance, overhaul or development work on equipment or on an installation.
 - (cc) Ship repair work.
 - (dd) Short-term workload fluctuations of 12 months or less: Provided that where a longer period is required to complete a specific contract, project, task or activity, then this period will be specified.
 - (ee) The cleaning of factories and workshops.
 - (ff) The supply of skilled workers where their availability is limited.

(c) Notification and consultation process

- (i) Where an employer intends to use labour broker workers in scheduled occupations in the direct production process, then the following provisions shall be observed:

- (aa) The employer shall, not less than 30 days prior to the implementation date of the use of the labour broker services, notify the bargaining council and any representative trade unions of this intention.
- (ab) This notice shall be given in writing and shall contain the following information:
 - The date of the use of labour broker workers on direct production processes.
 - The reason for the use of labour broker workers on direct production processes.
 - The details of the labour broker that will supply the labour.
 - Any other relevant information relating to the use of labour broker workers on direct production processes.
- (ac) The employer shall, during the course of the 30-day notice period, engage in a process of a meaningful joint consultation with the representative trade union and the labour broker in attempt to reach consensus on the use of labour broker workers on direct production processes. This consultation shall include the conditions of employment, compliance with the bargaining council collective agreements and the organisational rights of the employees supplied by the labour broker.
- (ad) The notification and consultation process shall not limit the employees' or employers' right to implement industrial action in accordance with the provisions of the Labour Relations Act, 1995.

(d) Employment conditions of the labour broker employees

The onus shall be on the employer to ensure that the labour broker observes all the bargaining council collective agreements, including the industry benefit fund arrangements, in respect of the labour broker's workers.

(e) Duration

The use of workers supplied by a labour broker in a scheduled position on direct production processes, in terms of this section, shall not exceed a 12-month continuous period.

(f) Exemptions

- (i) Any person bound by this clause may apply for exemption.
- (ii) The application will be considered by the bargaining council and any appeals against a decision of the council may be submitted to the Independent Exemptions Appeal Board for consideration and a final decision.

(g) Review

- (a) The parties agree to review the effectiveness of this section after 12 months of its legal implementation.
- (b) To inform such review, the General Secretary will initiate an investigation into the national and international trends in outsourcing and labour broking activities in our industry."

(3) Insert the following new subclause (12):

"(12) Employers who have been granted a "flat-rate" exemption in terms of which all employee entitlements are incorporated into a single, comprehensive hourly wage may only apply this to employees engaged on work on construction sites. Such exemptions may not be applied in manufacturing establishments."

11. CLAUSE 22: INSURANCE OF TOOLS

Substitute the following for the existing clause 22:

"Every employer shall take out an insurance policy with a registered insurance company insuring tools that are the private property of his journeyman, apprentice and machinist employees against damage or destruction on the employer's premises by fire. The maximum cover under this clause for insurance of tools shall be R2 000 per employee referred above."

12. CLAUSE 28: AGENTS

Insert the following new subclause (3):

"(3) A designated agent shall have the powers set out in sections 33 and 33A of the Act and in Schedule 10 of the Act."

13. CLAUSE 35: SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

Substitute the following for the existing subclause (1) (a):

"(1) (a) In the case of retrenchment an employer, subject to subclause (2), shall pay to each employee who is retrenched, in addition to any other amounts to which he is entitled in terms of this Agreement on termination of service, a severance payment of a minimum of one week's wages together with the following:

- (i) Pro-rata allowances(s) where applicable;
- (ii) pro-rata leave and leave enhancement pay; and
- (iii) an amount equal to the weekly employer contribution to any applicable benefit funds of which the employee was a member at the time of the retrenchment in respect of each completed year of service with the same employer, subject to the proviso that an employee who has more than six months service but less than a completed year's service shall receive a severance payment equal to one week's remuneration."

14. CLAUSE 36: PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES

Substitute the following for the existing subclause (2):

- "(2) For the purposes of subclause (1) above the Council shall follow the procedures set out in the Metal and Engineering Industries Dispute Resolution Agreement (published under Government Notice No. R. 1174 of 15 August 2003)."

15. CLAUSE 37: LEVELS OF BARGAINING IN THE INDUSTRY

Insert the following new subclause (3):

- "(3) The provisions of this clause shall apply equally to any trade unions not party to this Agreement."

16. CLAUSE 42: FAMILY RESPONSIBILITY LEAVE

Substitute the following for the existing clause 42:

- "(1) This section applies to an employee who has been in the employ of the same employer for four months or longer.
- (2) An employer shall, at the request of the employee, grant the employee three days' paid leave, during each annual leave cycle, which the employee is entitled to take—
- (i) when the employee's child is born; or
 - (ii) when the employee's child is sick; or
 - (iii) when the employee's spouse is sick; or
 - (iii) when the employee's spouse is sick; or
 - (iv) in the event of the death of—
 - (a) the employee's spouse or life partner; or
 - (b) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (3) An employee may take family responsibility leave in respect of the whole or a part of a day.
- (4) Before paying an employee for this leave an employer may require reasonable proof of the event contemplated in subclause (2) above for which the leave was required.
- (5) An employee's unused entitlement to leave in terms of this section, accrues to a maximum of nine days' paid leave over a three-year period of employment. This accrued leave may be used in the event of the death of any of the persons detailed in (2) (iv) above."

17. CLAUSE 45: SPECIAL PROVISIONS LIMITED TO CONSTRUCTION SITES

Insert the following new clause 45:

"CLAUSE 45: SPECIAL PROVISIONS LIMITED TO CONSTRUCTION SITES

The special provisions and wage rates limited to construction sites shall apply and are set out in Annexure H."

18. CLAUSE 46: TIME OFF FOR THE TRAINING OF SHOP STEWARDS AND FOR TRADE UNION OFFICE BEARERS TO ATTEND UNION MEETINGS

Insert the following new clause 46:

"CLAUSE 46: TIME OFF FOR THE TRAINING OF SHOP STEWARDS AND FOR TRADE UNION OFFICE BEARERS TO ATTEND UNION MEETINGS

- (a) An employee who is an office bearer of a representative trade union is entitled, in terms of section 15 of the Act, to take reasonable leave during working hours for the purposes of performing the functions of that office. The representative trade union and the employer may agree to the number of days of leave, the number of days of paid leave and the conditions attached to any such leave.
- (b) A trade union representative, appointed in terms of section 14 of the Act, subject to reasonable conditions to be agreed at company level, shall be entitled to take reasonable time off with pay during working hours to be trained in any subject relevant to the performance of the functions of a trade union representative."

19. PART II

Substitute the following for the existing clauses 1, 2 and 3:

"1. WAGES AND/OR EARNINGS"

A five-grade job and wage structure was determined for use in the Industry in 1998. Individual employers, together with employees, their representatives and/or registered trade unions at establishment level, will accordingly mutually agree on whether or not to implement the new five-grade job and wage structure on a voluntary basis or continue to observe the existing 13 grades (Rates A to H) and related arrangements.

Details of the five-grade job and wage structure are set out in Annexure B. Details of definitions of grades are set out in Annexure C. Details of the current 13-grade structures are set out in Part II of this Agreement.

The Tables of Wage Rates as set out in (a) to (d) hereunder have general and/or specific application to operations listed in this Agreement. For ease of reference the wage rate categories are as follows:

- (a) Except as provided for in Wage Tables (b) to (e) hereunder, the wage rates prescribed in Wage Table (a) are applicable to all operations listed as Rates A, A1, AA, AB, B, C, D, DD, DDD, E, F, G and H, including watchman's work in—
 - Schedule G
 - Schedule M
 - Division D/O to D/32
 - Schedule E/1 and E/3
 - Division E/2.
- (b) Wage rates prescribed in Wage Table (b) are applicable to employees employed as vehicle drivers and have general application throughout the Technical Schedules in this Agreement.
- (c) Wage rates prescribed in Wage Table (c) have specific application to the operations listed therein.
- (d) Wage rates prescribed in Wage Table (d) apply only to the operations listed in Schedule F.
- (e) Wage rates prescribed in Wage Table (e) apply to apprentices only.

(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer in the same work or any other work for which a lower rate is prescribed.

(b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount for his class of work, as set out in the Wage Tables hereunder: Provided that—

- (i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 2003. Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 2003 shall be remunerated by the payment of an amount within 16 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work prescribed above	Less (if any)	Amount per hour of any increase granted to the employee on or after 1 July 2003
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multiplied by the number of hours which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 2003 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later: Provided further that if the number of said hours includes hours other than ordinary hours worked then the above calculation must be performed separately in respect of the ordinary hours worked and each category of overtime hours in order to include the prescribed overtime premium provided for in this Agreement in each case;

- (ii) any employee who was engaged after 1 July 2003 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subclause for his class of work;
- (iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 1 July 2003, and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
- (iv) for the purposes of this Agreement the rate applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed in incentive bonus work in terms of clause 10 of Part I of the Agreement;
- (v) an employer who intends to grant general increases to all employees, or all employees in a particular category of employees, in excess of the guaranteed personal minimum increases provided for in this Agreement, shall consult the employees concerned: Provided that, in respect of employees who are members of a union, if the employer is a member of any of the employers' organisations which are parties to the Agreement, the employer shall consult the trade unions concerned;

(vi) where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Bargaining Council shall be notified of the increases granted.

(2) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer, nor to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amount as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made and the amounts thereof.

(3) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week on the highest-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

(4) Subject to the provisions of subclauses (1) to (3), inclusive, no employer shall pay to the employees engaged on any of the classes of work hereinafter specified in the following Wage Schedules wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes.

2. ALLOWANCES

Allowances payable subject to the provisions of Part I, Clause 17 of this Agreement:

(1) **Subsistence allowance under Groups A and B**

Grade and Category Subsistence allowance per day
Rates A to H and Categories 5 to 1(a) of section G(d) "Structural Engineering" R37,00

(2) **Abnormally dirty work allowance** (employees other than employees expressly engaged as cleaners): The allowance payable is 45 cents per shift or part thereof plus a further 45 cents where working overtime on abnormally dirty work for four hours or more.

(3) **Height allowance:** Eight per cent of the employee's normal hourly rate when working aloft on ships and/or floating vessels.

3. WAGE TABLES

A. For the period 13 October 2003 to 30 June 2004:

(a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT

Class of work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2003	Amount per hour	Minimum hourly wage rates
Class of work	%	CPH	R
Rate A & A1	9,50	240	27,61
Rate AA	9,58	228	26,05
*Rate AA—start	9,67	217	24,58
Rate AB	9,75	206	23,18
Rate B	9,83	196	21,89
Rate C	9,92	188	20,81
Rate D	10,00	183	20,13
Rate DD	10,08	169	18,43
Rate DDD	10,17	161	17,40

Class of work	%	CPH	R
Rate E.....	10,25	153	16,41
Rate F.....	10,33	145	15,51
Rate G.....	10,41	138	14,61
Rate H (including watchman's work).....	10,50	131	13,78

- "Rate AA—start" is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in the Agreement.

(b) WAGE RATES APPLICABLE TO VEHICLE DRIVING—EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING

GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)			
A		B	New
Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2003		Amount per hour	Minimum hourly wage rates
Class of work	%	CPH	R
[Schedule G(a)(iv)]			
(1) Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	10,33	145	15,51
(2) Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver (job grade E)	10,25	153	16,41
(3) Driving of load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver (job grade DD)	10,08	169	18,43
(4) Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver (job grade C).....	9,92	188	20,81

(c) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREIN

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2003	Amount per hour	Minimum hourly wage rates
Class of work	%	CPH	R
Schedule G			
(1) Learners			
Rate D Operation 1			
First three months of experience (Rate D, less 10%)	10,00	165	18,12
Second three months of experience (Rate D, less 5%)	10,00	175	19,13
Thereafter, Rate D	10,00	183	20,13
Provided that—			
(i) no employee may be engaged upon incentive bonus work during the learnership period;			
(ii) an employer who wished to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.			
Vitreous enamelling			
Operation 1(a)			
First duster (Rate B)	9,83	196	21,89
Operation 1(b)			
Second duster (Rate D)	10,00	183	20,13
Section (d)			
Structural Engineering Wage Categories			
Category 5	9,50	240	27,61
Category 4	9,70	219	24,76
Category 3	9,90	189	20,93
Category 2	10,10	155	16,88
Category 1	10,30	128	13,71
Category 1(a)	10,50	108	11,37
Note: The wage rates in respect of Annexure H, "Special Provisions Limited to Construction Sites" shall apply.			

Class of work	%	CPH	R
(2) Division D/4			
<i>Rate B Operation 1</i>			
First six months of experience (Rate F)	10,33	145	15,51
Second six months of experience (Rate DDD)	10,17	161	17,40
Third six months of experience (Rate D)	10,00	183	20,13
Fourth six months of experience (Rate C)	9,92	188	20,81
Thereafter, Rate B	9,83	196	21,89
(3) Division D/12			
Learnership periods and rates of pay therefor:			
<i>Rate B—Newcomers</i>			
First two months of experience (Rate DD).....	10,08	169	18,43
Second two months of experience (Rate D)	10,00	183	20,13
Third two months of experience (Rate C)	9,92	188	20,81
Thereafter, Rate B	9,83	196	21,89
<i>Rate C—Newcomers</i>			
First two months of experience (Rate DD).....	10,08	169	18,43
Second two months of experience (Rate D)	10,00	183	20,13
Thereafter, Rate C	9,92	188	20,81
<i>Rate D—Newcomers</i>			
First two months of experience (Rate DD).....	10,08	169	18,43
Thereafter, Rate D	10,00	183	20,13
(4) Division D/19			
<i>Section (f)</i>			
<i>Rate A Operation No. 1</i>			
First year of experience (Rate AA—start).....	9,67	217	24,58
Second year of experience (Rate AA) .	9,58	228	26,05
Thereafter, Rate A1	9,50	240	27,61

Class of work	%	CPH	R
(5) Division D/22			
<i>Section B</i>			
Operation No. 1 (Rate D).....	10,00	183	20,13
<i>Section (c)</i>			
Operations No. 1 to No. 5 (Rate D)	10,00	183	20,13
Operations No. 6 to No. 8 (Rate DDD)	10,17	161	17,40
.....	10,41	138	14,61
Operations No. 9 to No. 21 (Rate G)	10,50	131	13,78
Operations No. 22 to No. 33 (Rate H)			
(6) Division D/23			
Training periods:			
Newcomers to Rate DDD:			
First four months of experience (Rate F).....	10,33	145	15,51
Thereafter Rate DDD.....)	10,17	161	17,40
Newcomers to Rate E:			
First four months of experience (Rate H)	10,50	131	13,78
Thereafter, Rate E	10,25	153	16,41
(7) Division D/24			
<i>Rate Operation No. 1</i>			
First three months of experience (Rate D, less 5%)	10,00	175	19,13
Thereafter, Rate D	10,00	183	20,13
(8) Division E/2			
<i>Section (b)</i>			
First twelve months of experience Rate AA—start.....	9,67	217	24,58
Second twelve months of experience (Rate AA)	9,58	228	26,05
Thereafter, Rate A1	9,50	240	27,61

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

Class of work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2003	Amount per hour	Minimum weekly wage rates
Class of work	%	CPH	R
Group Z.....	9,50	240	27,61
Group Y.....	9,60	188	21,48
Group IX.....	9,70	178	20,15
Group VIII.....	9,80	173	19,41
Group VII.....	9,90	168	18,60
Group VI.....	10,00	162	17,84
Group V.....	10,10	157	17,08
Group IV.....	10,20	151	16,33

Class of work	%	CPH	R
Group III.....	10,30	148	15,81
Group II.....	10,40	143	15,17
Group I.....	10,50	139	14,61

(e) WAGE RATES APPLICABLE TO APPRENTICES ONLY

Class of work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual weekly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2003	Amount per week	Minimum weekly wage rates
Class of work	%	R	R
First year.....	9,50	47	546
Second year	9,50	52	602
Third year	9,50	62	717
Fourth year	9,50	92	1 062
The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 40			

B. For the period 1 July 2004 to 30 June 2005.

The parties have agreed that the wage increase effective from 1 July 2004 will be calculated on the following basis:

- The CPIX will serve as the basis for the percentage wage increases. This will be the published Statistics SA year-on-year percentage increase in the CPIX for all income groups for the period April 2003 to April 2004.
- Plus a 1,0% wage spread increase differential ranging from 1% at Rate H to 0% at Rate A.
- Plus an improvement factor of 1% for all grades.
- Should the CPIX figure referred to in (a) above be 10% or higher or 5% or lower, the parties will reopen negotiations on the level of the wage increase.

Note: The final level of wage increases for this period will be finalised by the bargaining council and published in the *Government Gazette*.

20. CLAUSE 4: TECHNICAL SCHEDULES: SCHEDULE G

Under Schedule G(d), "Structural Engineering" insert the following additional paragraph under the introductory paragraph: "Special provisions apply in respect of construction sites and details are set out in Annexure H, "Special Provisions Limited to Construction Sites."

21. DIVISION D/23: ELECTRONIC, RADIO COMMUNICATIONS AND/OR TELECOMMUNICATION MANUFACTURING DIVISION (INCLUDING ASSEMBLY AND/OR ERECTION)

Insert the following new section at the end of this Division:

"MANUFACTURING OF ELECTRICAL AND/OR ELECTRONIC COMPONENTS FOR SALE IN BULK

RATE A

1. Artisan's work.

RATE C

1. Setter. Setting, maintaining and servicing of metalised capacitors and suppression manufacturing equipment.

RATE DD

1. Supervisors. Supervising section leaders.

RATE E

1. Section leaders. Monitoring of feeders and/or core winders, including supervision of preliminary preparation of production equipment by Rate H employees.

RATE H

1. Feeders. Repetition loading and/or feeding of equipment, magazines, wheels or bowls with components, including simple preliminary preparation of production equipment under supervision.
2. Core winders. Repetitive automatic and/or manual winding of wire onto cores or bobbins."

22. ANNEXURE A: SECURITY OF EMPLOYMENT AND SEVERANCE PAY**(1) Retrenchments and/or redundancies**

Substitute the following for item 3.7.1 "Re-employment of retrenched employees.":

"3.7.1 If an employer who has previously retrenched employees engages new employees, that employer must, as far as is practicable, give preference to the re-engagement of those persons who were retrenched from the establishment and who are qualified and available to undertake the categories of work required by the employer."

(3) Substitute the following for item 3, "Limited Duration Contracts of Employment":**"(a) Definition**

An employer may employ an employee for a specified, limited contract period in terms of a limited duration contract of employment, whether fixed term, short term or temporary, as per the schedule hereto on the following specified categories of work:

(i) Site work

Employment in terms of a contract which specifies that employment is in respect of a specific construction site for the duration of the site contract or a specific portion or section thereof.

(ii) Turnaround work

Employment in terms of a contract of employment which specifies that employment is for the duration, or portion thereof, of—

- (aa) a contract secured by the employer to carry out specified installation, maintenance, overhaul or development work on existing equipment or on an installation not owned by the employer; or
- (ab) major maintenance, overhaul or development work on equipment or an installation owned by the employer necessitating the recruitment of employees over and above the normal complement.

(iii) Ship repair work

Employment in terms of a contract of employment that specifies that employment is for the duration or portion thereof of a specific contract secured by the employer to carry out repairs on a particular vessel.

(iv) Short-term fluctuations in workload

Employment in terms of a contract of employment which arises out of a situation where the employer is required to take on additional employees as a result of having secured additional work of a short-term nature. This employment must be limited in duration to a period not exceeding four months: Provided that if a longer period is required to complete a specific task or activity, then the period of the specific task or activity shall be specified in the limited duration contract of employment.

Any work, activity or requirement that falls outside the work categorised above may not be subject to a limited duration contract of employment, whether fixed term, short term or temporary, in terms of this Agreement. This does not affect an employer's right to implement the probationary provisions prescribed in the Labour Relations Act in respect of new employees.

(b) General

- (i) The provisions of the Main Agreement shall apply in respect of employees engaged on limited duration contracts of employment. The provisions of clause 1 of this section shall not, however, apply to such employees: Provided the termination of such employees' services does not precede the agreed expiry date of the limited duration contract.
- (ii) An employer shall on engagement of an employee in terms of a limited duration contract of employment give the employee a signed copy of the contract which has been entered into.
- (iii) Every employer who has employees engaged in terms of a limited duration contract of employment shall each month, in such form as required by the Council from time to time, notify the Council of the number of such employees in his employ. The employer shall, at the request of the representatives of the trade unions represented at the company, make this information available to such representatives. This information shall include the names of the individual employees, if required.
- (iv) The special provisions limited to construction sites are set out in Annexure H.

Footnote:

Whilst the provisions of this Annexure apply to party trade unions, it is recommended that they also be observed in respect of non-party trade unions and any employee representative body elected in terms of an agreed procedure, unless such non-party trade union or employee representative body elects otherwise.

LIMITED DURATION CONTRACT OF EMPLOYMENT

Schedule referred to in clause 3 (a) of Annexure A to the Main Agreement.

CONTRACT OF EMPLOYMENT

(The employer)..... agrees to engage the services of
(the employee)..... and the employee hereby agrees to accept
service with the employer on the following terms and conditions:

- (i) (a) The contract of employment in terms of clause 3 of Annexure A to the Main Agreement shall be for a maximum period of months/weeks from date of employment, for the purpose of site work/turn-around work/ship repair work (delete whichever is not applicable) from to or completion of the specific work detailed hereunder:

- (b) The contract of employment for short-term fluctuations in workload shall not exceed a period of four months from date of employment, viz, from to or completion of the specific work detailed hereunder:

Note: Should a period longer than four months be required to complete a specific task or activity, the period and the specific task or activity must be specified hereunder:

- (ii) On completion of the contract detailed in (i) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but as completion of contract.
The employee shall nonetheless still be given one shift's notice of expiry of the contract period.
- (iii) The remaining conditions of employment, not expressly detailed above, shall be existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry, subject to the limitation set out in (ii) above.
- (iv) Where employment continues after completion of this contract in terms of (i) above, this contract shall become null and void and the provisions of the Main Agreement shall apply.
- (v) Subject to the amendment of the general conditions of employment as set out in (ii) above, the engagement conditions shall be:

- (a) Occupation
- (b) Rate of pay

(which shall not be less than the rate scheduled in the Main Agreement).

The employee acknowledges that he/she understands the contents of this contract and signifies acceptance thereof.

Signed at on 20.....

Employer

Employee

Witness

Note: The employer and employee shall, during the period of employment in terms of this contract, observe the provisions of the applicable benefit fund agreements."

23. ANNEXURE B: FIVE GRADE JOB AND WAGE STRUCTURE

- (1) Substitute the following for subclause 8:

"(8) For those establishments that have implemented or intend to implement the new job and wage system, the following minimum wages will apply for the new five-grade structure. For those establishments that have implemented the five-grade job and wage structure the following increases will apply on the same terms as set out in clause 1 of Part II of this Agreement.

The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature and extent of multiskilling, multitasking, broad banding and employee flexibility agreed between the affected employer and trade union(s):

Grade	Current minimum wage rate	Increase on actual and scheduled wage rates	Increase on scheduled wage rates	New minimum wage rates
5.....	R25,21	9,5%	2,40	R27,60
4.....	R21,71	9,5%	2,06	R23,77
3.....	R18,70	9,5%	1,78	R20,48
2.....	R16,09	9,5%	1,53	R17,62
1.....	R13,86	9,5%	1,32	R15,18

Whichever is the greater personal increase

Note: These amounts will be increased in line with the increases to be agreed in the 2004/2005 and subsequent annual Main Agreement negotiations.

The new five-grade wage structure will be phased-in in equal increments, over a maximum period of five years. Individual establishments may agree to phase the new structure in over a shorter period."

24. Insert the following new Annexure:

"ANNEXURE H

SPECIAL PROVISIONS LIMITED TO CONSTRUCTION SITES

1. APPLICABILITY

- 1.1 This set of provisions shall apply to every employer and employee operating on construction sites, in the Republic or South Africa;
- 1.2 Notwithstanding the provisions of subclause 1.1, the terms of these provisions shall only apply to those classes of employees for whom wages are prescribed in Schedule G section (d), "Structural Engineering" of the Main Agreement.

2. DEFINITIONS

Any expression used in these provisions which are defined in the Main Agreement, shall have the same meaning as in the Main Agreement, and any reference to the Main Agreement shall include any amendments to the Main Agreement; further unless inconsistent with the context—

2.1 "construction site" means—

- 2.1.1 an area where a structure, including but not limited to a building, a ship, a plant, a pipeline or a tower, is being erected or built; and/or
- 2.1.2 an area where refurbishment of, or alterations to, an existing structure as is referred to in 2.1.1 above is being carried out; and/or
- 2.1.3 an area where a structure as is referred to in 2.1.1 above is temporarily shut down for the purpose of overhaul, maintenance, alteration upgrading etc; and/or
- 2.1.4 a shipyard where refurbishing, repair, overhaul and maintenance of ships is being carried out.

2.2 "Council" means the Metal and Engineering Industries Bargaining Council;

2.3 "employee" means an employee whose minimum rate of pay is scheduled in Schedule G section (d), "Structural Engineering" of the Main Agreement or an employee employed under exemption from the Main Agreement or under conditions determined by the Council;

2.4 "employer" means any person or contractor whosoever (including a labour broker as defined in section 198(1) of the Labour Relations Act 1995) who employ or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whosoever in any manner to assist him in the carrying on or conducting of his business on a construction project;

2.5 "limited duration contract employee" means an employee employed for a specific task or a limited period on construction sites in terms of a limited duration contract of employment;

2.6 "local employees" means employees who normally reside in the vicinity of construction projects, and who are employed on limited duration contracts of employment;

2.7 "project labour agreement (PLA)" means an agreement entered into between the parties regulating specific conditions applicable to a construction project.

3. REMUNERATION

Minimum wages: The minimum wage which an employer shall pay to all scheduled employees, on construction sites shall—

- 3.1 not be less than the minimum rate published in the schedule at the end of this Agreement; or
- 3.2 in terms of an exemption granted by the Council.

4. INCLEMENT WEATHER

4.1 Whenever the prescribed ordinary hours of work are reduced on account of inclement weather, the situation will be dealt with as follows:

- 4.1.1 If the site closes any time during the first four hours of work due to inclement weather, four hours will be paid provided that the employee has reported for work.
- 4.1.2 If the work is not possible any time after four hours due to inclement weather, the actual hours worked for that day will be paid.
- 4.1.3 If site management advises employees the day before not to report for work on that or subsequent days because work will not be possible due to inclement weather, then no payment will be made for that day.
- 4.1.4 In cases where work can continue under cover, the provisions of this clause shall not apply.
- 4.1.5 Notwithstanding the above, employees shall in any event be paid not less than 66% of their weekly wage, irrespective of the number of hours by which the project hours for that week were reduced due to inclement weather.
- 4.1.6 The provisions of this clause shall not apply to essential services, defined as site security, village services and medical facilities.

5. RETIREMENT BENEFIT FUNDS

- 5.1 The obligation on an employee to become a member of the Industry's benefit funds shall not apply to persons employed on construction sites on Limited Duration Contracts of employment;
- 5.2 In the event of an employee having been in the continuous employ of the same contractor for more than 12 months it shall become compulsory to become a member of the Industry's benefit funds;
- 5.3 Notwithstanding the above, the employer will be required to provide death and disability cover through the Industry's benefit funds to employees.

6. SPECIAL PROVISIONS

- 6.1 It is an implicit term of this Agreement that neither of the parties or their constituents will apply for exemption to use the FLAT RATE system in permanent manufacturing establishments erected within shipyards.
- 6.2 Any employee employed on conditions of employment better than those referred to herein shall not have any condition of employment reduced for the duration of such employment contract.

7. PROJECT LABOUR AGREEMENTS (PLA)

- 7.1 A project labour agreement may be entered into between the parties to regulate specific labour employment conditions on a construction site.
- 7.2 Such project labour agreement shall be made prior to commencement of construction work on a construction site.

MINIMUM WAGE SCHEDULE APPLICABLE ON CONSTRUCTION SITES

Category	Entry rate	Site rate to be paid after 4 months continued employment with an individual contractor
	R	R
5	27,61	27,61
4	24,76	24,76
3	20,93	20,93
2	10,81	10,81
1	8,04	8,44
1(a)	6,35	7,62

The wage rates for category 1(a), 1 and 2 above will be amended at the same percentage increase applicable following annual negotiations".

Signed at Johannesburg for and on behalf of the parties this 14th day of August 2003.

D. CARSON

Member

L. MTHIYANE

Member

A. SMITH

Council Secretary

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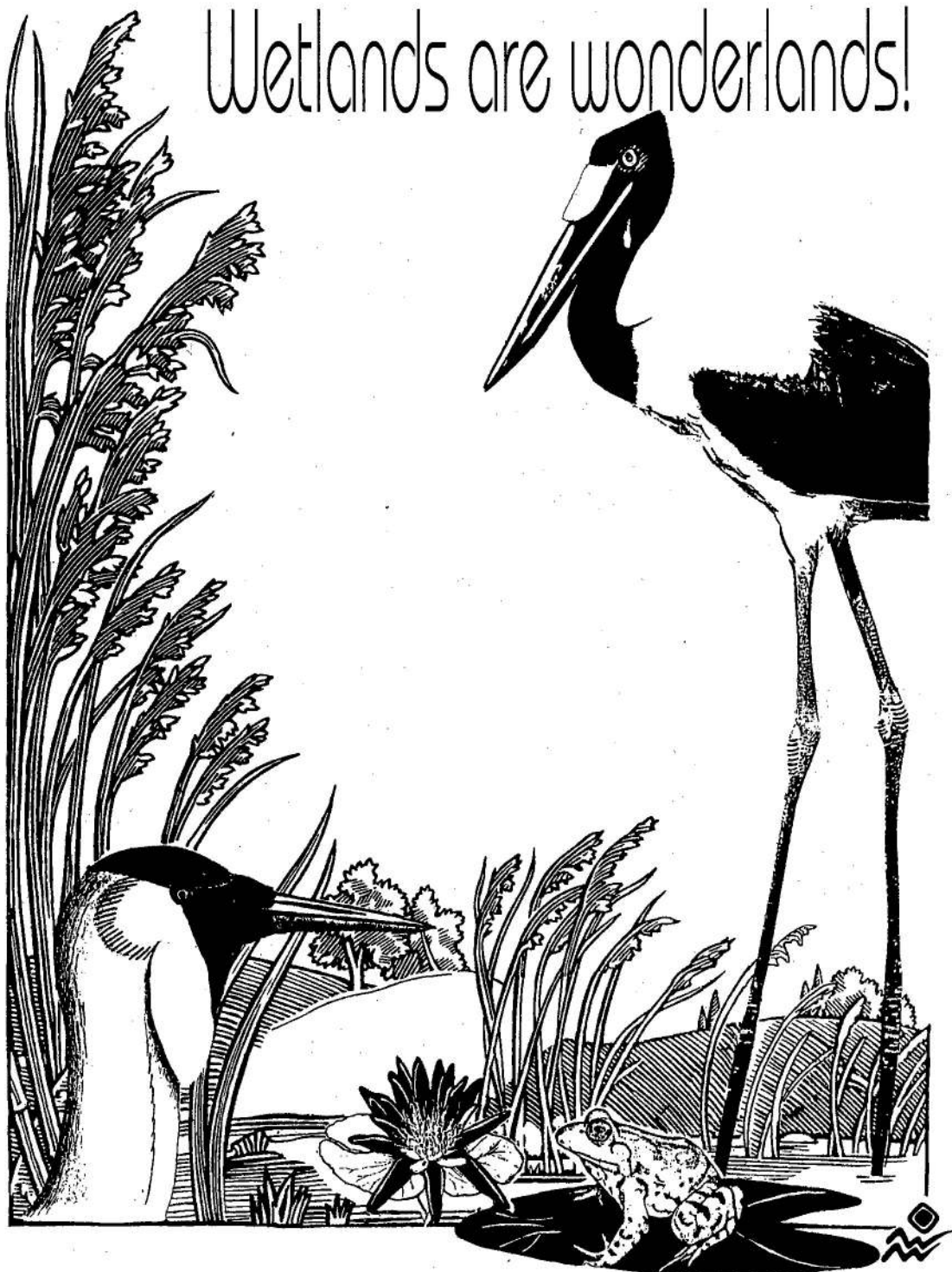
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