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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

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IMPORTANT NOTICE:

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No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as @gpw.gov.za

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2022**

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

- **31 December 2021**, Friday for the issue of Friday **07 January 2022**
- **07 January**, Friday for the issue of Friday **14 January 2022**
- **14 January**, Friday for the issue of Friday **21 January 2022**
- **21 January**, Friday for the issue of Friday **28 January 2022**
- **28 January**, Friday for the issue of Friday **04 February 2022**
- **04 February**, Friday for the issue of Friday **11 February 2022**
- **11 February**, Friday for the issue of Friday **18 February 2022**
- **18 February**, Friday for the issue of Friday **25 February 2022**
- **25 February**, Friday for the issue of Friday **04 March 2022**
- **04 March**, Friday for the issue of Friday **11 March 2022**
- **11 March**, Friday for the issue of Friday **18 March 2022**
- **17 March**, Thursday for the issue of Friday **25 March 2022**
- **25 March**, Friday for the issue of Friday **01 April 2022**
- **01 April**, Friday for the issue of Friday **08 April 2022**
- **07 April**, Thursday for the issue of Thursday **14 April 2022**
- **13 April**, Wednesday for the issue of Friday **22 April 2022**
- **21 April**, Thursday for the issue of Friday **29 April 2022**
- **28 April**, Thursday for the issue of Friday **06 May 2022**
- **06 May**, Friday for the issue of Friday **13 May 2022**
- **13 May**, Friday for the issue of Friday **20 May 2022**
- **20 May**, Friday for the issue of Friday **27 May 2022**
- **27 May**, Friday for the issue of Friday **03 June 2022**
- **03 June**, Friday for the issue of Friday **10 June 2022**
- **09 June**, Thursday for the issue of Friday **17 June 2022**
- **17 June**, Friday for the issue of Friday **24 June 2022**
- **24 June**, Friday for the issue of Friday **01 July 2022**
- **01 July**, Friday for the issue of Friday **08 July 2022**
- **08 July**, Friday for the issue of Friday **15 July 2022**
- **15 July**, Friday for the issue of Friday **22 July 2022**
- **22 July**, Friday for the issue of Friday **29 July 2022**
- **29 July**, Friday for the issue of Friday **05 August 2022**
- **04 August**, Thursday for the issue of Friday **12 August 2022**
- **12 August**, Friday for the issue of Friday **19 August 2022**
- **19 August**, Friday for the issue of Friday **26 August 2022**
- **26 August**, Friday for the issue of Friday **02 September 2022**
- **02 September**, Friday for the issue of Friday **09 September 2022**
- **09 September**, Friday for the issue of Friday **16 September 2022**
- **16 September**, Friday for the issue of Friday **23 September 2022**
- **23 September**, Friday for the issue of Friday **30 September 2022**
- **30 September**, Friday for the issue of Friday **07 October 2022**
- **07 October**, Friday for the issue of Friday **14 October 2022**
- **14 October**, Friday for the issue of Friday **21 October 2022**
- **21 October**, Friday for the issue of Friday **28 October 2022**
- **28 October**, Friday for the issue of Friday **04 November 2022**
- **04 November**, Friday for the issue of Friday **11 November 2022**
- **11 November**, Friday for the issue of Friday **18 November 2022**
- **18 November**, Friday for the issue of Friday **25 November 2022**
- **25 November**, Friday for the issue of Friday **02 December 2022**
- **02 December**, Friday for the issue of Friday **09 December 2022**
- **08 December**, Thursday for the issue of Thursday **15 December 2022**
- **15 December**, Thursday for the issue of Friday **23 December 2022**
- **22 December**, Thursday for the issue of Friday **30 December 2022**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwnonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by “walk-in” customers on electronic media can only be submitted in *Adobe* electronic form format. All “walk-in” customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW**'s annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwnonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:

Government Printing Works
149 Bosman Street
Pretoria

Postal Address:

Private Bag X85
Pretoria
0001

GPW Banking Details:

Bank: ABSA Bosman Street
Account No.: 405 7114 016
Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 1737

11 February 2022

CONSERVATION OF AGRICULTURAL RESOURCES ACT, 1983**(ACT NO. 43 OF 1983)****Regulations: Amendment**

I, Angela Thokozile Didiza, Minister for Agriculture, Land Reform and Rural Development, acting under powers vested in me by section 2 (3) of the Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983) hereby amend the regulations set out in the Schedule below to include a declaration of *Amaranthus palmeri* as a category 1 declared weed.

Any enquiries relating to this notice may be directed for the attention of:

Ms Lydia Bosoga or Ms Mpume Ntlokwana

Directorate: Land Use and Soil Management

130 Union Street

Riviera

PRETORIA

0001

Email: LydiaB@dalrrd.gov.za/ MpumeN@dalrrd.gov.za



MRS ANGELA THOKOZILE DIDIZA

MINISTER FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

DATE: 17/11/2021

SCHEDULE

Definition

1. In this Schedule “the regulations” means the regulations published by Government Notice No. R. 1048 of 25 May 1984 as amended by Government Notice No. R.2687 of 6 December 1985 and Government Notice No. R. 280 of 30 March 2001.

Amendment of Table 3 of regulation 15

1. Table 3 of the Regulations 15 is hereby amended by insertion of the *Amaranthus palmeri* as a declared weed category 1 under the Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983) with effect from the date of this notice publication.

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT**NO. R. 1738****11 February 2022****NATIONAL ENVIRONMENTAL MANAGEMENT: AIR QUALITY ACT, 2004
(ACT NO. 39 OF 2004)****CONSULTATION ON PROPOSED REGULATIONS FOR IMPLEMENTING AND ENFORCING
PRIORITY AREA AIR QUALITY MANAGEMENT PLANS**

I, Barbara Dallas Creecy, Minister of Forestry, Fisheries and the Environment, hereby under section 20, read with sections 56 and 57, of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004), hereby initiate public consultation on the proposed Regulations for implementing and enforcing Priority Area Air Quality Management Plans, as set out in the Schedule hereto.

Despite concerted attempts to implement various emission control measures and tools in the areas declared as Priority Areas, including specific air quality management interventions to bring these areas into compliance with the National Ambient Air Quality Standards, emissions of certain pollutants continue to result in persistent non-compliance with these standards.

These Regulations set out the requirements necessary for implementing and enforcing approved Priority Area air quality management plans, including funding arrangements, measures to facilitate compliance with such plans, penalties for any contravention of or any failure to comply with such plans and regular review of such plans. Once implemented, the Regulations will provide for mandatory implementation of interventions; provide mechanisms for government to monitor and evaluate the effectiveness of the plans, as well as to activate enforcement measures where non-compliance is identified. They apply to all key stakeholders identified to be significant contributors to poor air quality in the respective air quality management plans, including listed activities; controlled emitters; mining operations and government stakeholders.

On their nature, these Regulations do not introduce new emission control tools or mandates, but rather coordinate the implementation of already regulated tools and functions. Implementation of the Regulations is thus not envisaged to result in additional cost to the regulated community and government. The anticipated outcome of the Regulations is improved implementation of, and compliance with, Priority Area air quality management plans resulting in ambient air that complies with National Ambient Air Quality Standards with the concomitant reduction in negative public health impacts. The main beneficiaries of the effective implementation of the Regulations are the communities within the Priority Areas who will benefit from reduced medical costs and a reduced burden of upper respiratory disease, especially vulnerable groups such as the aged, children, and people with underlying health issues.

The department does not anticipate a significant risk of undesirable cost increases due to the introduction of the Regulations. Social groups have committed their support to the establishment of the Regulations to enforce implementation of priority area air quality management plans.

Members of the public are invited to submit to the Minister, within 30 days from the date of the publication of this Notice in the *Gazette*, written inputs or comments on the draft Regulations for implementing and enforcing Priority Area Air Quality Management Plans to any of the following addresses:

By post to: The Director-General: Department of Forestry, Fisheries and the Environment
Attention: Mr Olebogeng Matshediso
Private Bag X447
PRETORIA
0001

By hand at: Ground floor (Reception); Environment House 473 Steve Biko Road, Arcadia, 0083

Please note that anyone entering the Department's building will be subjected to COVID 19 procedures. Due to the COVID 19 pandemic delivering comments by hand at the Department is being discouraged.

By e-mail: OMatshediso@dfre.gov.za

Any inquiries in connection with the notice can be directed to Mr Victor Loate at (012) 399 8507 or (079) 354 9429 by Email: VLoate@dfre.gov.za

Representations or Comments received after the closing date may be disregarded.



BARBARA DALLAS CREECY
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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1. Definitions

In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned, and unless the context otherwise indicates—

“air quality management plan” means a plan referred to in section 19(1)(a) of the Act;

“controlled emitter” means any emitter declared in terms of section 23(1) of the Act;

“emission reduction interventions” means interventions or activities to minimise or prevent emissions, including measures to facilitate compliance, which the identified stakeholders have to implement by the target date(s);

“emission reduction and management plan” means the emission reduction and management plan prepared and submitted by the identified stakeholders that aims to minimise, prevent and manage emissions;

“identified stakeholders” means the stakeholders that have been identified to have a role in the implementation of the air quality management plan;

“listed activity” means any activity listed in terms of section 21 of the Act;

“mining operation” means a mining operation as defined in section 1 of the Mineral and Petroleum Resources Development Act, 2002 (Act No.28 of 2002);

“national air quality officer” means an officer as defined in section 1 of the Act;

“person” includes a juristic person;

“priority area” means the priority area as defined in section 1 of the Act;

“the Act” means the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004);

“these Regulations” means the Regulations for implementing and enforcing Priority Area Air Quality Management Plans, 2021.

2. Purpose

The purpose of these Regulations is to prescribe requirements for implementing and enforcing priority area air quality management plans.

3. Application

These Regulations apply to stakeholders identified in the air quality management plan, including:

- (a) Anyone conducting a listed activity;
- (b) A controlled emitter;
- (c) A mining operation; and
- (d) National; provincial and local spheres of government.

4. Emission reduction interventions

- (1) The identified stakeholders, listed under regulation 3 of these Regulations, must implement emission reduction interventions assigned to them within the specified timeframes as set out in the air quality management plan.

- (2) The atmospheric emission licensing authority must incorporate the emission reduction interventions assigned to a listed activity in the atmospheric emission licence.
- (3) The emission reduction interventions for spheres of government will be managed as follows:
 - (a) The emission reduction interventions assigned to a municipality must be included in the municipal air quality management plan;
 - (b) The emission reduction interventions assigned to a province must be included in the provincial air quality management plan; and
 - (c) The emission reduction interventions assigned to a national department must be included in the departmental environmental implementation plan.

5. Emission Reduction and Management Plan

- (1) The identified stakeholders must submit the emission reduction plan to the national air quality officer for approval within the timeframes specified in the air quality management plan.
- (2) The identified stakeholder must implement the approved plan submitted in terms of sub-regulation (1) within the timeframes specified in the air quality management plan.
- (3) The emission reduction and management plan must include:
 - (a) Stakeholder name;
 - (b) Emission reduction activities;
 - (c) Full description of the emission reduction activities;
 - (d) Implementation timeframes; and
 - (e) Monitoring and evaluation process.

6. Funding and/or Resources for the Implementation of the Air Quality Management Plan

- (1) The identified stakeholder must provide necessary resources for the implementation of the air quality management plan.

- (2) The Minister may, where reasonable and necessary, provide complimentary resources to provinces and municipalities responsible for the implementation of the air quality management plan.

7. Reporting Requirements

- (1) Annual progress reports on the implementation of the air quality management plan must be presented by the national air quality officer to the committee identified in terms of section 19(6)(c) of the Act.
- (2) The identified stakeholder must attend and report to the committee identified in terms of section 19(6)(c) of the Act.

8. Review of the Emission Reduction and Management Plans

- (1) The review of the emission reduction and management plan must be undertaken by the identified stakeholders every five years from the date of submission of the air quality management plan.
- (2) The reviewed emission reduction and management plan must be submitted by the identified stakeholder to the national air quality officer for approval.

9. Review of the Air Quality Management Plan

- (1) The national air quality officer must, after 5 years of the publication of the air quality management plan, undertake a review of this plan, and submit the reviewed plan to the Minister for approval.

10. Offences

- (1) A person identified as a stakeholder under regulation 3(a), (b) and (c) of these Regulations, is guilty of an offence if that person—
 - (a) provides incorrect or misleading information in the emission reduction and management plans submitted in terms of these Regulations;

- (b) fails to implement emission reduction interventions assigned to them within the specified timeframes in terms of regulation 4(1) of these Regulations;
- (c) fails to submit the emission reduction plan to the national air quality officer for approval within the timeframes in terms of regulation 5(1) of these Regulations;
- (d) fails to implement the approved plan submitted in terms of regulation 5(2) of these Regulations;
- (e) fails to attend and report to the committee in terms of regulation 7(2) of these Regulations; or
- (f) fails to comply with regulation 8 of these Regulations.

11. Penalties

A person found guilty of an offence in terms of regulation 10 of these Regulations is liable in the case of a first conviction to a fine not exceeding five (5) million Rands or imprisonment of a period not exceeding five (5) years, and in the case of a second or subsequent conviction, to a fine not exceeding ten (10) million Rands or imprisonment for a period not exceeding ten (10) years, or to both fine and such imprisonment.

12. Short title and commencement

These Regulations are the Regulations for implementing and enforcing Priority Area Air Quality Management Plans, 2021 and will come into operation on the date of publication in the *Government Gazette*.

DEPARTMENT OF HEALTH

NO. R. 1739

11 February 2022

**NOTIFICATION OF REGISTRATION OF MEDICINES IN TERMS OF SECTION 17 OF THE MEDICINES
AND RELATED SUBSTANCES ACT, 1965 (ACT 101 OF 1965) AS AMENDED**

Registration number	Date issued	Product name	Dosage form	Applicant	API	Conditions of Registration
54/11.4.3/0021	2021/10/05	LOKIT OTC	CAPSULE	TEVA PHARMACEUTICALS (PTY) LTD	EACH CAPSULE CONTAINS OMEPRAZOLE 20,0 mg	Annexure A
54/20.1.7/0024	2021/10/05	MYCANDIN 50	INFUSION	TEVA PHARMACEUTICALS (PTY) LTD	EACH VIAL CONTAINS MICAFUNGIN SODIUM 50,0 mg	Annexure A
54/20.1.7/0025	2021/10/05	MYCANDIN 100	INFUSION	TEVA PHARMACEUTICALS (PTY) LTD	EACH VIAL CONTAINS MICAFUNGIN SODIUM 100,0 mg	Annexure A
11/1.4.3/06	2021/10/05	ANTIPAM	INJECTION	CIPLA MEDPRO (PTY) LTD	EACH 1,0 ml SOLUTION CONTAINS ATIPAMEZOLE HYDROCHLORIDE 5,0 mg	Annexure A
19/1.2/21	2021/10/05	ALFAXAN MULTIDOSE 10 mg/ml	INJECTION	AFRIVET BUSINESS MANAGEMENT (PTY) LTD	EACH 1,0 ml SOLUTION CONTAINS ALFAXALONE 10,0 mg	Annexure A
55/26/0423	2021/10/12	TANICEP 150	TABLET	HETERO DRUGS SOUTH AFRICA (PTY) LTD	EACH TABLET CONTAINS CAPECITABINE 150,0 mg	Annexure A
55/26/0424.423	2021/10/12	BINECAP 150	TABLET	HETERO DRUGS SOUTH AFRICA (PTY) LTD	EACH TABLET CONTAINS CAPECITABINE 150,0 mg	Annexure A
55/26/0425.423	2021/10/12	CAPTERO	TABLET	HETERO DRUGS SOUTH AFRICA (PTY) LTD	EACH TABLET CONTAINS CAPECITABINE 150,0 mg	Annexure A
54/11.4.3/0022	2021/10/12	LOKIT DR 20	CAPSULE	TEVA PHARMACEUTICALS (PTY) LTD	EACH CAPSULE CONTAINS OMEPRAZOLE 20,0 mg	Annexure A
54/11.4.3/0023	2021/10/12	LOKIT DR 40	CAPSULE	TEVA PHARMACEUTICALS (PTY) LTD	EACH CAPSULE CONTAINS OMEPRAZOLE 40,0 mg	Annexure A
54/10.2.1/0867	2021/10/12	ATECTURA BREEZHALER 150/80	POWDER FOR INHALATION	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS INDACATEROL ACETATE EQUIVALENT TO INDACATEROL 150,0 ug MOMETASONE FUROATE 80,0 ug	Annexure A
54/10.2.1/0868	2021/10/12	ATECTURA BREEZHALER 150/160	POWDER FOR INHALATION	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS INDACATEROL ACETATE EQUIVALENT TO INDACATEROL 150,0 ug MOMETASONE FUROATE 160,0 ug	Annexure A
54/10.2.1/0869	2021/10/12	ATECTURA BREEZHALER 150/320	POWDER FOR INHALATION	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS INDACATEROL ACETATE EQUIVALENT TO INDACATEROL 150,0 ug MOMETASONE FUROATE 320,0 ug	Annexure A

54/10.2.1/0870.867	2021/10/12	BEMRIST BREEZHALER 150/80	POWDER FOR INHALATION	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS INDACATEROL ACETATE EQUIVALENT TO INDACATEROL 150,0 ug MOMETASONE FUROATE 80,0 ug	Annexure A
54/10.2.1/0871.868	2021/10/12	BEMRIST BREEZHALER 150/160	POWDER FOR INHALATION	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS INDACATEROL ACETATE EQUIVALENT TO INDACATEROL 150,0 ug MOMETASONE FUROATE 160,0 ug	Annexure A
54/10.2.1/0872.869	2021/10/12	BEMRIST BREEZHALER 150/320	POWDER FOR INHALATION	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS INDACATEROL ACETATE EQUIVALENT TO INDACATEROL 150,0 ug MOMETASONE FUROATE 320,0 ug	Annexure A
12/17.1.1.2/08	2021/10/12	CEVAXEL RTU	INJECTION	CEVA ANIMAL HEALTH (PTY) LTD	EACH 1,0 ml SUSPENSION CONTAINS CETIOFUR HYDROCHLORIDE 50,0 mg	Annexure A
19/26//25	2021/10/12	FORCYL16 % SOLUTION FOR INJECTION	INJECTION	AFRIVET BUSINESS MANAGEMENT (PTY) LTD	EACH 1,0 ml SOLUTION CONTAINS MARBOFLOXACIN 160,0 mg	Annexure A
19/17.1.4/20	2021/10/19	TULLISIN 100	INJECTION	VIRBAC RSA (PTY) LTD	EACH 1,0 ml SOLUTION CONTAINS TULATHROMYCIN 100,0 mg	Annexure A
53/26/0564	2021/10/19	ALILOMA 100	INFUSION	KAHMA BIOTECH (PTY) LTD	EACH VIAL CONTAINS PEMTREXED SODIUM EQUIVALENT TO PEMTREXED 100,0 mg	Annexure A
53/26/0565	2021/10/19	ALILOMA 500	INFUSION	KAHMA BIOTECH (PTY) LTD	EACH VIAL CONTAINS PEMTREXED SODIUM EQUIVALENT TO PEMTREXED 500,0 mg	Annexure A
55/26/0115	2021/10/26	GEFIRIX	TABLET	EUROLAB (PTY) LTD	EACH TABLET CONTAINS GEFITINIB 250,0 mg	Annexure A
16/1.3.1/11	2021/10/26	TORBUGESIC 1 %	INJECTION	ZOETIS SOUTH AFRICA (PTY) LTD	EACH 1,0 ml SOLUTION CONTAINS BUTORPHANOL TARTRATE EQUIVALENT TO BUTORPHANOL 10,0 mg	Annexure A
17/11.4/07	2021/11/02	SYNCRAPART PMSG 6 000 IU	INJECTION	CEVA ANIMAL HEALTH (PTY) LTD	EACH VIAL CONTAINS GONADOTROPHIN (PREGNANT MARE SERUM) 6 000,0 IU	Annexure A
54/30.1/0711	2021/11/02	AUOVY	INJECTION	TEVA PHARMACEUTICALS (PTY) LTD	EACH SYRINGE OR PEN CONTAINS FREMANEZUMAB 225,0 mg	Annexure A
54/30.1/0712.711	2021/11/02	FREMANEZUMAB TEVA	INJECTION	TEVA PHARMACEUTICALS (PTY) LTD	EACH SYRINGE OR PEN CONTAINS FREMANEZUMAB 225,0 mg	Annexure A
54/2.9/0839	2021/11/09	METHADONE ADCO 10 mg	SOLUTION	ADCOCK INGRAM CRITICAL CARE (PTY) LTD	EACH 1,0 ml SOLUTION CONTAINS METHADONE HYDROCHLORIDE 10,0 mg	Annexure A
55/2.9.0741	2021/11/09	MISYO 10 mg/ml	SOLUTION	UMSEBE HEALTHCARE	EACH 1,0 ml SOLUTION CONTAINS METHADONE HYDROCHLORIDE 10,0 mg	Annexure A

55/20.2.8/0301	2021/11/09	DALIDUO	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS DOLUTEGRAVIR SODIUM 50,0 mg RILPIVIRINE HYDROCHLORIDE 25,0 mg	Annexure A
55/20.2.8/0302.301	2021/11/09	DALIVINE	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS DOLUTEGRAVIR SODIUM 50,0 mg RILPIVIRINE HYDROCHLORIDE 25,0 mg	Annexure A
55/6.1/0352	2021/11/09	HYPOPRESS 0,1 mg/ml	INJECTION	UMSEBE HEALTHCARE	EACH 1,0 ml SOLUTION CONTAINS PHENYLEPHRINE HYDROCHLORIDE 0,1 mg	Annexure A
55/6.1/0353	2021/11/09	HYPOPRESS 10 mg/ml	INJECTION	UMSEBE HEALTHCARE	EACH 1,0 ml SOLUTION CONTAINS PHENYLEPHRINE HYDROCHLORIDE 10,0 mg	Annexure A
55/26/0174	2021/11/16	DIZALET	CAPSULES	AUROGEN SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS ENZALUTAMIDE 40,0 mg	Annexure A
55/26/0175.174	2021/11/16	DIZALUM	CAPSULES	AUROGEN SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS ENZALUTAMIDE 40,0 mg	Annexure A
55/26/0176.174	2021/11/16	ZILADE	CAPSULES	AUROGEN SOUTH AFRICA (PTY) LTD	EACH CAPSULE CONTAINS ENZALUTAMIDE 40,0 mg	Annexure A
19/3.2.2/22	2021/11/30	GALLIPRANT 20 mg	TABLET	ELI LILLY (SA) (PTY) LTD	EACH TABLET CONTAINS GRAPIPRANT 20,0 mg	Annexure A
19/3.2.2/23	2021/11/30	GALLIPRANT 60 mg	TABLET	ELI LILLY (SA) (PTY) LTD	EACH TABLET CONTAINS GRAPIPRANT 60,0 mg	Annexure A
19/3.2.2/24	2021/11/30	GALLIPRANT 100 mg	TABLET	ELI LILLY (SA) (PTY) LTD	EACH TABLET CONTAINS GRAPIPRANT 20,0 mg	Annexure A
55/20.1.1/0075	2021/11/30	CLARICULE	INJECTION	RUBY PHARMACEUTICALS (PTY) LTD	EACH VIAL CONTAINS CLARITHROMYCIN 500,0 mg	Annexure A
55/20.2.8/0079	2021/11/30	PRIPREMA	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS EMTRICITABINE 200,0 mg TENOFOVIR ALAFENAMIDE 25,0 mg	Annexure A
55/20.2.8/0080.079	2021/11/30	TAFBIN	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS EMTRICITABINE 200,0 mg TENOFOVIR ALAFENAMIDE 25,0 mg	Annexure A
55/26/0290	2021/11/30	PIVIKTO 50 mg	TABLET	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH TABLET CONTAINS ALPESIB 50,0 mg	Annexure A
55/26/0291	2021/11/30	PIVIKTO 150 mg	TABLET	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH TABLET CONTAINS ALPESIB 150,0 mg	Annexure A
55/26/0292	2021/11/30	PIVIKTO 200 mg	TABLET	NOVARTIS SOUTH AFRICA (PTY) LTD	EACH TABLET CONTAINS ALPESIB 200,0 mg	Annexure A
54/26/0736	2021/11/30	BLINCYTO	INFUSION	AMGEN SOUTH AFRICA (PTY) LTD	EACH VIAL CONTAINS BLINATUMOMAB 38,5 ug	Annexure A
53/27/0576	2021/12/07	NUJADE 90 mg	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS DEFERASIROX 90,0 mg	Annexure A
53/27/0577	2021/12/07	NUJADE 180 mg	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS DEFERASIROX 180,0 mg	Annexure A
53/27/0578	2021/12/07	NUJADE 360 mg	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS DEFERASIROX 360,0 mg	Annexure A

53/27/0579.576	2021/12/07	DEFERASIROX 90 mg CIPLA	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS DEFERASIROX 90,0 mg	Annexure A
53/27/0580.577	2021/12/07	DEFERASIROX 180 mg CIPLA	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS DEFERASIROX 180,0 mg	Annexure A
53/27/0581.578	2021/12/07	DEFERASIROX 360 mg CIPLA	TABLET	CIPLA MEDPRO (PTY) LTD	EACH TABLET CONTAINS DEFERASIROX 360,0 mg	Annexure A
54/20.2.2/0748	2021/12/07	FLUCYTOSINE MYLAN 250 mg	TABLET	MYLAN (PTY) LTD	EACH TABLET CONTAINS FLUCYTOSINE 250,0 mg	Annexure A
54/20.2.2/0749	2021/12/07	FLUCYTOSINE MYLAN 500 mg	TABLET	MYLAN (PTY) LTD	EACH TABLET CONTAINS FLUCYTOSINE 500,0 mg	Annexure A
54/20.2.2/0750.748	2021/12/07	CANDOBON 250 mg	TABLET	MYLAN (PTY) LTD	EACH TABLET CONTAINS FLUCYTOSINE 250,0 mg	Annexure A
54/20.2.2/0751.749	2021/12/07	CANDOBON 500 mg	TABLET	MYLAN (PTY) LTD	EACH TABLET CONTAINS FLUCYTOSINE 500,0 mg	Annexure A
54/20.2.2/0752.748	2021/12/07	ANCOMYL 250 mg	TABLET	MYLAN (PTY) LTD	EACH TABLET CONTAINS FLUCYTOSINE 250,0 mg	Annexure A
54/20.2.2/0753.749	2021/12/07	ANCOMYL 500 mg	TABLET	MYLAN (PTY) LTD	EACH TABLET CONTAINS FLUCYTOSINE 500,0 mg	Annexure A
55/20.2.8/0350	2021/12/07	PREPETAM	TABLET	AUSTELL PHARMACEUTICALS (PTY) LTD	EACH TABLET CONTAINS EMTRICITABINE 200,0 mg TENOFOVIR DISOPROXIL FUMARATE 300,0 mg	Annexure A
55/5.7.1/0293	2021/12/07	RAZTROL	TABLET	RANBAXY PHARMACEUTICALS (PTY) LTD	EACH TABLET CONTAINS RUPATADINE 10,0 mg	Annexure A
54/20.2.3/0648	2021/12/14	AKURIT KID 75/50 ODT	TABLET	PHARMA DYNAMICS (PTY) LTD	EACH TABLET CONTAINS ISONIAZID 50,0 mg RIFAMPICIN 75,0 mg	Annexure A

ANNEXURE A

CONDITIONS OF REGISTRATIONS

1. The applicant shall ensure that the medicine is manufactured and controlled in terms of current Good Manufacturing Practices as determined by SAHPRA.
2. The manufacture of this medicine is subject to regular investigation and inspections by the inspectors appointed in terms of Section 26 of the Act, to assess compliance with current Good Manufacturing Practices.
3. The information in the professional information shall be updated on a regular basis to conform to the professional information recently approved by SAHPRA.
4. The applicant must comply with all the legal requirements of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965) as amended.
5. The registration of this medicine shall be subject to review at intervals as determined by SAHPRA regarding its quality, safety and efficacy, and the registration of this medicine may be varied subject to issues SAHPRA may deem fit.
6. The first two production batches must be fully validated in terms of the detailed process validation protocol submitted at the time of application for registration, and the validation report must be submitted within a month after completion of the validation.
7. The product may be advertised to the professions only.

DEPARTMENT OF EMPLOYMENT AND LABOUR

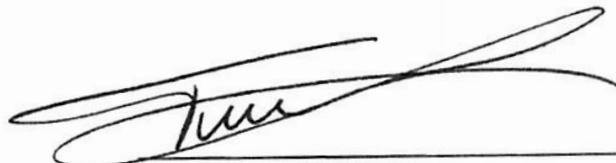
NO. R. 1740

11 February 2022

LABOUR RELATIONS ACT, 1995

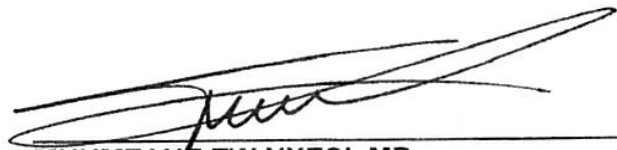
**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA:
EXTENSION TO NON-PARTIES OF THE AGENCY SHOP AMENDING COLLECTIVE
AGREEMENT FOR EMPLOYERS**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council of the Leather Industry of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 2027.


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/02/2022

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
BEMBONI YEZIKHUMBA: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI
SENTELA YABAQASHI ESICHIYELAYO, SELULELWA KULABO ABANGEYONA INGXEYENYE
YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kuMkhandlu KaZwelonke Wokuxoxisana phakathi kwabaQashi Nabasebenzi Embonini Yezikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuNhlangulana 2027.


MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/02/2022

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA****AGENCY SHOP COLLECTIVE AGREEMENT FOR EMPLOYERS**

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

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

(Hereinafter referred to as the "employer" or the "employer organisation" on the one part), and

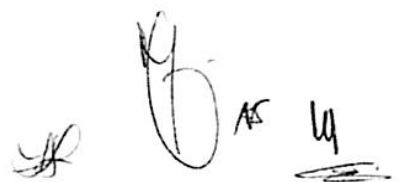
b) National Union of Leather & Allied Workers (N.U.L.A.W)

and

c) Southern African Clothing and Textile Workers Union

(Hereinafter referred to as the "employees" or the "trade unions" of the other part.

being parties to the National Bargaining Council of the Leather Industry of South Africa, to amend the agreement published under Government Notice 910 of 24 November 2017.



1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the General goods and Handbag Section of the Leather Industry:
 - (a) in the Republic of South Africa
 - (b) by all employers who are members of the party employer organisation in the General Goods and Handbags Sector of the Leather Industry on the one hand and, on the other hand by the Trade Unions.
- (2) The terms of this Agreement shall not apply to non-parties in respect of Clauses (1)(b) and 2(1)

CLAUSE 2: DATE AND PERIOD OF OPERATION

- (1) This Agreement will come into operation for the parties on 25 August 2021 and remain in force for the period ending 30 June 2027,
- (2) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period ending 30 June 2027.


3. CLAUSE 8: DISPUTE RESOLUTION

Substitute the following for Clause 8

- (1) The Secretary of the Council may at any time require a Designated Agent to monitor compliance with the provisions of this Agreement.
- (2) Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Secretary of the Council for resolution in terms of this Agreement.




- (3) The Secretary of the Council may require a designated agent to investigate the complaint or dispute.
- (4) The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation.
- (5) The designated agent must submit a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (6) If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement, the agent:
 - (a) may investigate the alleged breach;
 - (b) may endeavour to secure compliance with the Agreement; and
 - (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (7) On receipt of the report, the Secretary may:
 - (a) require the designated agent to make further investigations;
 - (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
 - (c) refer the dispute for conciliation to the Disputes Committee of the Council;
 - (d) issue a compliance order; or
 - (e) refer the dispute to arbitration in terms of this Agreement.
- (8) If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.
- (9) Where a dispute is referred to conciliation, the conciliator or disputes committee must attempt to resolve the dispute within a period of 30 days or within an extended period as agreed by the parties to the dispute.
- (10) Where a dispute is not resolved after a conciliation meeting, or after 30

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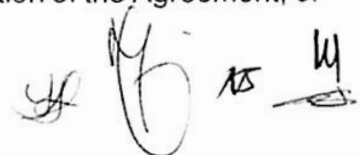
days, or after any extended period as agreed between the parties, the Council must issue a certificate stating that the dispute was not resolved.

- (11) Where the Act requires a dispute to be resolved through arbitration and a certificate has been issued in terms of (10), any party may request the Council to appoint an arbitrator to resolve the dispute. Such request must be made within 30 days of the date of the certificate issued in terms of (10). The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.
- (12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- (13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.
- (14) If a party objects, the Secretary may take any of the steps referred to in sub-clause (7) except the issue of another compliance order.
- (15) If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.
- (16) If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the Council's panel of arbitrators. Arbitrators serving on the panel shall be appointed to arbitrate matters on a rotational basis, unless the parties to the dispute agree on an Arbitrator from the panel, with the next available Arbitrator being appointed should any panel member(s) not be available in terms of such rotation.
- (17) The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.
- (18) The Secretary must serve notices of the date, time and venue of the arbitration on:
 - (a) the parties to the dispute;
 - (b) any person who may have a legal interest in the outcome of the arbitration.
- (19) Unless this agreement provides otherwise, the Arbitrator must resolve

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the dispute through arbitration.

- 20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
- (22) The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.
- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.
- (24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- (25) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may-
 - (a) continue with the arbitration proceedings in the absence of that party; or
 - (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-
 - (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
 - (b) the dispute is capable of being determined by written evidence only;
 - (c) the dispute is only about the interpretation of the Agreement; or

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- (d) the parties to the dispute agree.
- (27) Notwithstanding the provisions of sub-clause (23), the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that-
 - (a) the parties have been properly served; and
 - (b) it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings -
 - (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
 - (b) the Council must serve a copy of that award on each party to the dispute.
- (29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
- (30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.
- (31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-
 - (a) erroneously sought or made in the absence of any party affected by the award;
 - (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - (c) granted as a result of a mistake common to the parties to the proceedings.
- (32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.
- (33) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement or recover any money due.
- (34) (a) If the Arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the Arbitrator

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may, in addition to any other appropriate order, impose a penalty.

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

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

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

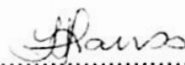
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TABLE TWO
MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

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

SIGNED AT DURBAN ON THE 29th DAY OF SEPTEMBER 2021

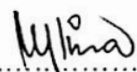
H STRAUSS, Member of the Council




A O BENJAMIN, Member of the Council



V MEMBINKOSI, Member of the Council



S NAIDOO, General Secretary of
 the Council



DEPARTMENT OF EMPLOYMENT AND LABOUR


NO. R. 1741

11 February 2022

LABOUR RELATIONS ACT, 1995

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

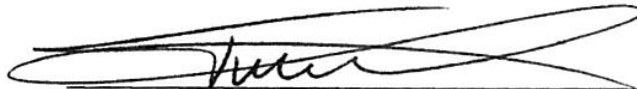
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council of the Leather Industry of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 2028.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/02/2022

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

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **kuMkhandlu KaZwelonke Wokuxoxisana phakathi kwabaQashi Nabasebenzi Embonini Yezikhumba**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 10 kuNhlaba 2028.


MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/02/2022

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

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

- (a) **Southern African Footwear and Leather Industries Association (SAFLIA)**

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

- (b) **National Union of Leather and Allied Workers (N.U.L.A.W)**
(c) **Southern African Clothing and Textile Workers Union**

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

being parties to the National Bargaining Council of the Leather Industry of South Africa, to renew, extend and amend the Agreement published under Government Notice No R.432 of 12 May 2006, R.509 of 9 May 2008, R.633 of 13 June 2008 and 194 of 20 April 2018.



Replace "INDEX" with the following:

I N D E X

1. Scope of application of agreement
2. Date and period of operation
3. Definitions
4. Footwear Section Technological Fund
5. Composition of the Fund
6. Dissolution of the Fund
7. Exemptions
8. Dispute resolution

ANNEXURES

A - Exemptions and Exemptions Appeal Policy and Procedure



1. CLAUSE 1 - SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed-

- (a) in the Republic of South Africa.
- (b) by all employers who are members of the employers' organisations and who are engaged in the Footwear Section of the Leather Industry and by all employees who are members of the trade unions and who are employed in the Footwear Section of the Leather Industry.
- (c) Notwithstanding the provisions of subclause (a), 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

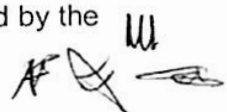
- (1) This Agreement will come into operation for the parties on 25 August 2021 and remain in force for the period ending 10 May 2028.
- (2) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period ending 10 May 2028.

3. CLAUSE 8: DISPUTE RESOLUTION

Substitute the following for Clause 8


- (1) The Secretary of the Council may at any time require a Designated Agent to monitor compliance with the provisions of this Agreement.
- (2) Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Secretary of the Council for resolution in terms of this Agreement.

- (3) The Secretary of the Council may require a designated agent to investigate the complaint or dispute.
- (4) The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation.
- (5) The designated agent must submit a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (6) If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement, the agent:
 - (a) may investigate the alleged breach;
 - (b) may endeavour to secure compliance with the Agreement; and
 - (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (7) On receipt of the report, the Secretary may:
 - (a) require the designated agent to make further investigations;
 - (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
 - (c) refer the dispute for conciliation to the Disputes Committee of the Council;
 - (d) issue a compliance order; or
 - (e) refer the dispute to arbitration in terms of this Agreement.
- (8) If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.
- (9) Where a dispute is referred to conciliation, the conciliator or disputes committee must attempt to resolve the dispute within a period of 30 days or within an extended period as agreed by the



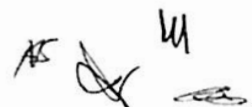
parties to the dispute.

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



outcome of the arbitration.

- (19) Unless this agreement provides otherwise, the Arbitrator must resolve the dispute through arbitration.
- (20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
- (22) The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.
- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.
- (24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- (25) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may-
 - (a) continue with the arbitration proceedings in the absence of that party; or
 - (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-
 - (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
 - (b) the dispute is capable of being determined by written evidence only;



- (c) the dispute is only about the interpretation of the Agreement; or
 - (d) the parties to the dispute agree.
- (27) Notwithstanding the provisions of sub-clause (23), the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that-
- (a) the parties have been properly served; and
 - (b) it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings -
- (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
 - (b) the Council must serve a copy of that award on each party to the dispute.
- (29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
- (30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.
- (31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-
- (a) erroneously sought or made in the absence of any party affected by the award;
 - (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - (c) granted as a result of a mistake common to the parties to the proceedings.
- (32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.
- (33) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement or recover any money due.
- (34) (a) If the Arbitrator finds that any party has

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failed to comply with any provision of the collective agreement which is binding on that party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.

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

TABLE ONE:
MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

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

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TABLE TWO
MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

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

4. CLAUSE 7: EXEMPTIONS

4.1 Replace Clause 7 "EXEMPTIONS" with the following:

"Exemptions and exemption appeals shall be observed in terms of
"EXEMPTION AND EXEMPTION APPEAL POLICY AND PROCEDURE"
 in Annexure A"

4.2 Insert Annexure A as follows:

ANNEXURE A

EXEMPTION AND EXEMPTION APPEAL POLICY AND PROCEDURE**1. BACKGROUND**

Section 32(3)(dA) of the Labour Relations Act (the "Act") requires that a Bargaining Council have an effective procedure to deal with applications by non-parties for exemptions from the provisions of its collective agreements.

Accordingly, an exemption and exemption appeal policy & procedure in respect of the National Bargaining Council of the Leather Industry of S.A (hereafter referred to as the "Council") for both party and non-party is established and maintained in terms hereof.

2. DEFINITIONS

'Act' means the Labour Relations Act, 1995 (Act 66 Of 1995) as amended

"Agent" means a designated agent of the National Bargaining Council of the Leather Industry of South Africa

"Agreements" means collective agreements concluded in the National Bargaining Council of the Leather Industry of South Africa

"Applicant" means a party or non-party employer conducting a business under the jurisdiction of the Council and who applies for an exemption or appeals against a decision of the Exemptions Committee in terms of this procedure.

"Bargaining Council or Council" means the National Bargaining Council of the Leather Industry of South Africa

"Day" means any day other than a Saturday, Sunday or public holiday, and when any particular number of days is prescribed for the doing of any act, the number of days must be calculated by excluding the first day and including the last day;

"Exemptions Committee" means the National Exemptions Committee or any other sub-committee delegated by the National Exemptions Committee to perform all or part of its functions

"Exemption Criteria" means the exemption criteria contained in the

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collective agreements of the National Bargaining Council of the Leather Industry of South Africa

“General Secretary” means the General Secretary of the Council

3. EXEMPTIONS AND EXEMPTION APPEALS

3.1 EXEMPTIONS: An Applicant may apply to the Bargaining Council for exemption from the provisions of collective agreements concluded in the Bargaining Council.

3.1.1 The Council must consider applications for exemptions within 30 days of receipt of a valid application.

3.2 EXEMPTION APPEALS: An Applicant who is aggrieved by the Exemption Committee's decision has the right to appeal to the Independent Exemptions Appeal Body appointed by the Council.

3.2.1 The Independent Appeal Body will hear and decide appeal as soon as possible and not later than 30 days after a valid appeal is lodged

3.2.2 A decision of the Independent Exemption Appeal Body shall be final.

4. EXEMPTIONS COMMITTEE

4.1 Establishment & Composition of the Exemptions Committee:

The Council shall establish a National Exemptions Committee consisting of eight (8) members four (4) of whom are appointed by the employer organisations party to the Council and four (4) appointed by the trade unions party to the Council. The employer organizations are for the time being each entitled to one member, with the most representative being entitled to appoint an additional member. The trade unions to the Council are for the time being entitled to a



minimum of one member each with the remaining two positions being filled by the unions' based on their representativeness in the COUNCIL.

4.2 Exemption Committee Meetings

4.2.1 A quorum for the meetings shall be the attendance of at least two party employer members and at least two party trade union members.

4.2.2 Exemption Committee meetings shall be held on an ad-hoc basis in the province in which the applicant conducts business subject to the decision of the Exemptions Committee.

5. THE EXEMPTIONS MANDATE

5.1 The Exemptions Committee is mandated by the Council to consider all party and non-party applications for exemption from the collective agreements concluded in the Bargaining Council.

5.2 The Exemptions Committee may delegate any of its functions or duties to a District Committee or any other committee of the Council as the case may be.

5.3 The Exemptions Committee will consider and determine 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 motivations or the hearing of oral submissions as the case may be.

5.4 The Exemptions Committee, when considering an application for exemption must take into account the exemption criteria.

5.5 The Exemptions Committee shall have the power to approve, refuse, partly approve or withdraw an application for exemption

5.6 The Exemptions Committee, on not approving an application or part thereof or withdrawing an exemption must provide the Applicant with written reasons for its decision.

6. EXEMPTIONS

6.1 APPLICATION PROCESS

- 6.1.1 Applications for exemption from the provisions of a collective agreement must be made in writing on the prescribed application form, and lodged with the local office of the Council.
- 6.1.2 Applications must be motivated and supported by relevant documents, data and audited financial statements (where applicable) and other relevant financial information.
- 6.1.3 Applications that impact employees' terms and conditions of employment must be accompanied by written proof that employees and/or their representatives/trade unions have been consulted and further accompanied by a record of their support or not of the application.
- 6.1.4 Applications must indicate the period for which the exemption is sought.

6.2 EXEMPTION PROCEDURE

- 6.2.1 The Council must open and maintain a register for each application which records the following:
 - 6.2.1.1 date of receipt of application
 - 6.2.1.2 reference number
 - 6.2.1.3 name of applicant
 - 6.2.1.4 brief description of exemption application
 - 6.2.1.5 name of the Agreement and the clause/s from which exemption is sought
 - 6.2.1.6 date of validation of exemption application
 - 6.2.1.7 date of exemption hearing
- 6.2.2 Upon receipt of an application, the date received must be recorded in the register
- 6.2.3 The agent of the relevant District Office shall on receipt of an application scrutinise the application to ensure that the application is complete and valid.
- 6.2.4 Should the agent find the application to be incomplete, the Agent shall send written communication to the applicant advising of this and what is required to



complete the application.

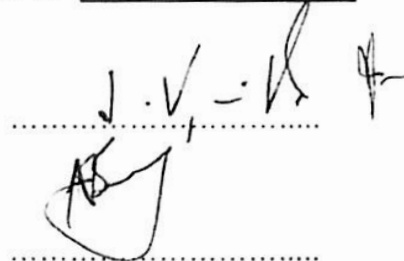
- 6.2.5 After the agent is satisfied that the application is complete, the application shall be considered valid and the agent shall record the date of validation accordingly.
- 6.2.6 Within five days from date of validation the agent shall Verify the employer's consultation with the employees/trade union and report in writing whether the employees/trade union support or oppose the application.
- 6.2.7 Within seven days of receipt of the agent's report on the consultation process, the General Secretary shall arrange a date, time and venue for the hearing of the application.
- 6.2.8 The set down date for the hearing must not be later than 30 days of the validation of the application by the Agent.
- 6.2.9 The General Secretary shall notify the applicant in writing of the date, time and venue of the hearing.
- 6.2.10 In the event that the applicant does not attend the hearing, the Exemptions Committee will consider the application on the written application and supporting documents.
- 6.2.11 The General Secretary must within fourteen days of the exemption being granted advise the applicant of such decision in writing and issue a Licence of Exemption setting out the following:
- 6.2.11.1 The full names of the Applicant.
- 6.2.11.2 The provisions of the collective agreement from which the exemption has been granted.
- 6.2.11.3 The conditions subject to which the exemption is granted.
- 6.2.11.4 The period which the exemption will operate clearly stating the commencement and expiring dates.
- 6.2.12 Where the Committee does not approve an application or part thereof or when deciding to withdraw an exemption, the General Secretary must advise the

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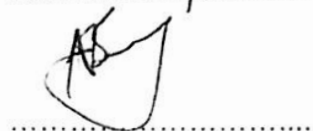
- jurisdiction of the Council;
- (e) unexpected economic hardship occurring during the currency of the Agreement, and job creation and/or loss thereof.
 - (f) the infringement of basic conditions of employment rights;
 - (g) the fact that a competitive advantage might be created by the exemption;
 - (h) comparable benefits or provisions where applicable;
 - (i) the applicant's compliance with other statutory requirements such as the Occupational Injuries and Diseases Act or Unemployment Insurance; or
 - (j) any other factor which is considered appropriate.

SIGNED AT DURBAN ON THIS 29TH DAY OF SEPTEMBER 2021.

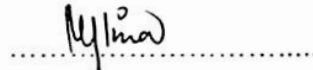
J J V VYMETAL, Member of the Council



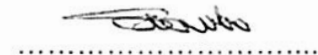
A O BENJAMIN, Member of the Council



V MEMBINKOSI, Member of the Council



S NAIDOO, General Secretary of
the Council



DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1742

11 February 2022

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA:
EXTENSION TO NON-PARTIES OF THE SICK BENEFIT FUND AMENDING COLLECTIVE
AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council of the Leather Industry of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 2027.

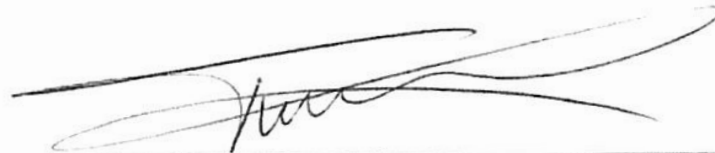


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 02/02/2022

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

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kuMkhandlu KaZwelonke Wokuxoxisana phakathi kwabaQashi Nabasebenzi Embonini Yezikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuNhlangulana 2027.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/02/2022

SCHEDULE

NATIONAL BARGAINING COUNCIL OF THE
LEATHER INDUSTRY OF SOUTH AFRICASICK BENEFIT FUND
COLLECTIVE AGREEMENT

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

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

(b) Association of South African Manufacturers of Luggage, Handbags and General Goods,

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

and

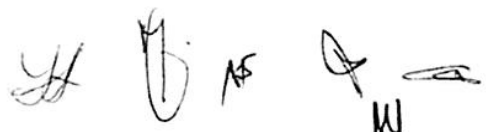
(Hereafter referred to as the "employers" or the "employers' organisation") of the one part, and

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

and

(e) Southern African Clothing and Textile Workers' Union

(Hereafter 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.

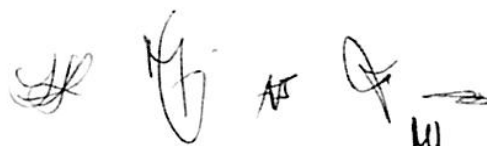


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 - 6.2 Medical Benefits
7. Administration
8. Financial matters
9. Expiry of agreement or dissolution of the council
10. Liquidation of the Fund
11. Exemptions
12. Dispute resolution
13. Amendments to this agreement

ANNEXURES

A - Exemptions and Exemptions Appeal Policy and Procedure

A series of handwritten signatures and initials in black ink, including a large stylized 'K', a smaller 'A', and a signature that appears to be 'Q' followed by a horizontal line.

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 employer organisation and by all employees who are members of the trade unions, who are engaged and employed in the Leather Industry, respectively;
 - (b) in the Republic of South Africa.
 - (c) Notwithstanding the provisions of subclause (1)(a), the terms of this Agreement shall not apply to non-parties in respect of Clauses 1(1)(a), 2.1, 7(5) and 13.

2. DATE AND PERIOD OF OPERATION

- (1) This Agreement will come into operation for the parties on 25 August 2021 and remain in force for the period ending 30 June 2027.
- (2) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period ending 30 June 2027.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act; and unless the contrary intention is indicated, words importing the masculine gender shall include the feminine. Further, unless inconsistent with the context -

"Council" means the National Bargaining Council for the Leather Industry "of South Africa.

"Footwear Section" shall mean that part of the Leather Industry in which employers and employees are associated for the manufacture

of all types of footwear from leather or any other material, but excluding bespoke made footwear;

“Fund” means the Sick Benefit Fund of the Leather Industry of South Africa.

“General Goods Section” shall mean that part of the Leather Industry in which employers and employees are associated-

- (1) for the manufacture, mainly from leather, of -
 - (a) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - (b) harnesses, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies= bags, shopping bags, knitting bags, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rugstraps, braces, belts, suspenders, garters, armlets, and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;
- (2) in establishments in which leather goods are also manufactured, for the manufacture, from materials other than leather, of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
- (3) for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;
- (4) for the manufacture-
 - (a) wholly or mainly from leather, of footballs, punchballs, netball balls, and boxing gloves;
 - (b) of leather-covered hockey and/or cricket balls;
- (5) in establishments in which leather goods are not manufactured for the manufacture from materials other than leather, of -
 - (a) attache cases, bags and all other containers designed to hold personal effects, sporting kit and documents;



- (b) harnesses, bridles, saddlery, leggings stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;
- (c) travelling requisites, including trunks, from materials other than leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

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

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

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

"Handbag Section" shall mean that part of the Leather Industry in which employers and employees are associated for the manufacture of ladies' and children's bags.

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

- (1) 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, 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; 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) tanning of cured or uncured hides and/or skins; and/or
- (iii) retanning and/or dyeing and/or drying and/or softening and/or buffing and/or dressing and/or finishing and/or laminating of leather and/or the combing and/or shearing and/or ironing of hides and/or skins with the wool or hair on; and
- (iv) cutting of upholstery panels from leather, provided that, for the purposes of sub paragraphs (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 sub paragraphs (1)(b) and (c) shall not include -
 - (aa) the manufacture of metal

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- 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

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personal effects, musical instruments and sporting kit.

The word "plastic" as contained in the paragraph directly above, means any of the group of material 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 singularly or together of heat and pressure.

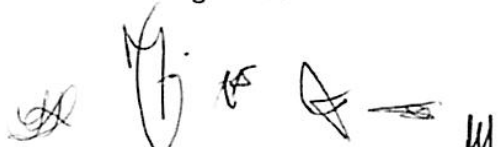
"Management Committee" means the Committee appointed in terms of this agreement for the purpose of controlling and administering the Fund.

"Normal week" means the maximum period within the working week of the establishment which an employee may work without becoming entitled to payment for overtime.

"Secretary" means the General Secretary of the Council.

"Tanning Section" means that part of the Leather Industry in which employers and employees are associated for the -

- (1) tanning, dressing and/or fellmongering of hides and skins;
- (2) (a) preparation of cured or uncured hides and/or skins for tanning; for this purpose 'preparation of hides and/or skins for tanning' without detracting from its ordinary or technical meaning, includes any of the following: Washing, soaking, fleshing, deburring, liming, unhairing, dewooling, the removal of scales, deliming, bating and pickling; and
- (b) tanning of the cured or uncured hides and/or skins; and/or
- (c) 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

- (d) cutting of upholstery panels from leather:

Provided that, for the purposes of subparagraphs (a) to (c), "hides and skins" includes the following:

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

"Wage" means the wage prescribed for an Employee in Column A of the wage provisions of the relevant agreement of the Council and, in the case of the tanning industry, the wage rate prescribed in the agreement for that industry;

Provided that if an Employer regularly pays the Employee an amount higher than this prescribed rate (excluding incentives, overtime or bonus payments), it shall mean such higher amount.

4. MEMBERSHIP OF THE FUND

- (1) The Sick Benefit Fund (hereinafter referred to as "The Fund") originally established on 3 September 1982 in terms of Government Notice No R.1792, is hereby continued.
- (2) Subject to any exemptions in terms of this agreement or by decision of the Management Committee of the Fund, all employees whose wages are prescribed in any Agreement of the Council shall become members of the Fund. Membership of the Fund will be extended to include dependants of a member in terms of the rules of the Fund. "Dependant" means the legal or lawful spouse or child of a member, and includes ethnic, tribal or common law spouses, (which includes same sex partners), legally adopted children and lawful stepchildren. The age limit for the child will be 18 years, except in the case of a child attending full-time tertiary education, where the age limit is extended to 23 years. Termination of a dependent's



membership by a member is subject to a notice period of one calendar month.

- (3) Where an employee whose wages are prescribed in a Council agreement is transferred or promoted to an occupation for which wages are not prescribed, he may elect to remain a member of the Fund provided that:
- (a) he has been a member and has contributed to the Fund for not less than 5 consecutive years; and
 - (b) his employer agrees.
- (4) Employees in the Industry whose wages are not prescribed by any Council agreement may apply, with the agreement of their employer, to be admitted to the Fund on such conditions as the Management Committee of the Fund may determine.

5. CONTRIBUTIONS

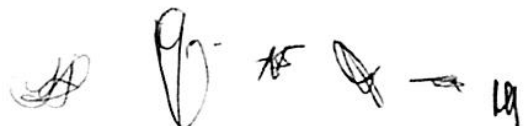
(1) Employees

All employees who are members of the fund shall contribute 1% of their basic wage rate to the fund. An employer shall deduct this amount from the employee's wage on every pay day. Where membership is extended to include a member's dependants, an additional 1% of the member's basic wage will be deducted by the employer for each dependant.

- (2) The term "basic wage rate", for the purpose of calculating the contributions, shall be the rate in Column 'A' of those Council Agreements that provide for an 'A' rate. For other employees, it shall mean the actual basic rate earned during a normal week, excluding extra income such as overtime and incentive payments: Provided that, in any instance where an employee earns less than the prescribed rate of payment, the contribution must be calculated on the applicable prescribed rate of payment.

(3) Employers

An employer must contribute an equal amount to the total



amount deducted from his employees in terms of (1), as well as a further levy, being 0,3% of the basic wage rate of every employee in his employment who is a member of the Fund for the purpose of funding the maternity leave benefit.

- (4) An employer must pay the total amount deducted in terms of (1) and contributed in terms of (3) to the Fund at **PO Box 3959, North End, 6056, PORT ELIZABETH, or at any such other address that the Council may decide from time to time**, on a monthly basis, not later than the 15th of the following month.

- (5) Interest

Overdue payments in terms of (4) shall attract interest at the discretion of the Management Committee at a rate which shall be calculated from the first day of the month on which payment became due until received.

6. BENEFITS

6.1 Maternity Pay

- (1) The Management Committee may determine from time to time the maternity benefits to members as provided for in accordance with the rules of the Fund.
- (2) The employee must submit a medical certificate to the employer indicating the expected date of confinement.
- (3) For the purpose of calculating the maternity pay, 'basic wage rate' means the A-rate where applicable in terms of an agreement, or means the actual wage that the employee normally receive in cases where the A-rate does not apply.
- (4) The employer must pay the maternity pay and claim a refund from the Fund. The claim must be accompanied by a medical certificate and receipt signed by the employee for the amount of maternity pay received.
- (5) The Management Committee may refuse to refund an employer who did not claim a refund within two months of the day after the maternity payment has been made.



6.2 Medical Benefits

- (1) The Management Committee may determine from time to time the medical benefits granted to members.
- (2) The Management Committee may establish such facilities and appoint such persons as deemed necessary in order to provide these benefits to members.

7. ADMINISTRATION

(1) Management Committee

The Fund shall be under the control of a Management Committee consisting of equal number of representatives from the employer and employee parties to this Agreement and appointed in terms of the Council's constitution.


- (2) The Management Committee shall have the power to make, amend and replace rules to administer the Fund. The Rules shall form an integral part of the provisions regulating benefits for members.
- (3) Where the Management Committee is unable to perform its functions, the Council will assume its powers and perform its duties, but should the Council be dissolved or cease to function, the Fund shall be administered as provided for in Clause 9.

(4) Other Committees

The Council may establish committees in terms of its constitution to assist with the administration and deal with any matters relating to the Fund. Such committees shall function on such terms as the Council may determine from time to time.

(5) Agents

The Council may appoint agents to assist in giving effect to this agreement. An employer must give such agents access to his establishment and permit them to examine such documents, books, wage records, pay envelopes and to question such individuals as may be required to establish whether this agreement is complied with.

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8. FINANCIAL MATTERS

- (1) The Fund shall consist of:
 - (a) money standing to the credit of the Fund on the date of coming into operation of this Agreement;
 - (b) contributions paid into the Fund in accordance with this Agreement;
 - (c) interest derived from the investment of any money of the Fund;
 - (d) any other money to which the Fund may become entitled.
- (2) All money paid into the Fund shall be deposited in a special account in the name of the Fund at a bank approved by the Council.
- (3) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.
- (4) Payments made by cheque on the Fund's account shall be signed by two persons appointed by the Management Committee for that purpose.
- (5) Payment of benefits shall cease whenever the amount standing to the credit of the Fund falls below an amount as determined by the Management Committee from time to time. Further payments shall only recommence when the amount standing to the credit of the Fund has risen above an amount as determined by the Management Committee from time to time. The Secretary shall advise employers immediately when either occurs.
- (6) The Secretary shall prepare an annual statement of income and expenditure for the Fund as soon as possible after 31 December. Such statement shall be submitted for audit by an auditor appointed by the Council. The audited statements shall be submitted to the Council for approval and shall also be made available for inspection at the Council offices.

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9. EXPIRY OF THE AGREEMENT OR DISSOLUTION OF THE COUNCIL

- (1) In the event of this Agreement or any extension thereof expiring, the Management Committee shall continue to administer the Fund until the Agreement is renewed, or until the Fund is liquidated or transferred by the Council to another Fund constituted for the same purpose as this Fund.
- (2) Where this Agreement is not renewed or the Fund is not transferred within 18 months of the expiry of the Agreement, the Fund must be liquidated according to the procedure as set out in Clause 10.
- (3) In the event that the Council is dissolved or ceases to function during the currency of this Agreement, the Management Committee or such other person as the Registrar of Labour Relations may designate, shall continue to administer the Fund.
- (4) The members of the Management Committee who were members at the time that the Council ceased to function or was dissolved shall constitute the Management Committee for the purpose of this subclause.
- (5) Any vacancy on the Committee at that time may be filled by the Registrar of Labour Relations by the appointment of employers and employees from the Industry so as to ensure an equality of employer and employee representatives on the Management Committee.
- (6) Should such committee be unable or unwilling to fulfil their duties or a deadlock arises between members of the committee which makes the administration of the Fund impractical or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee.
- (7) The trustee(s) will have all the powers of this committee for this purpose.
- (8) Should the Council no longer exist on expiry of this agreement,

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the Fund shall be liquidated according to clause 10. If at the date of expiry of the Agreement the Council had already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in the Council's Constitution as if it formed part of the general funds of the Council.

10. LIQUIDATION OF THE FUND

- (1) Should the Council wish to dissolve the Fund it shall convene a Special General meeting for this purpose where a decision to dissolve the Fund shall be carried if not less than two-thirds of the Employer representatives and two-thirds of the Employee representatives present at the meeting vote in favour of dissolution.
- (2) Should the required vote be attained, the meeting shall thereafter appoint a liquidator who shall liquidate the Fund in accordance with this Rule.
- (3) In the event of the meeting being unable to agree to the appointment of a liquidator the matter shall be reported to the Registrar of Labour Relations who shall be empowered to appoint a liquidator.
- (4) After liquidation of the Fund, the money remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council. In the event that the Council no longer exists at this point in time, the money shall be distributed in terms of the Council's Constitution as if it formed part of the general funds of the Council.

11. EXEMPTIONS

"Exemptions and exemption appeals shall be observed in terms of

"EXEMPTION AND EXEMPTION APPEAL POLICY AND

PROCEDURE" in Annexure A"

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12. DISPUTE RESOLUTION

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

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- conciliators;
- (c) refer the dispute for conciliation to the Disputes Committee of the Council;
 - (d) issue a compliance order; or
 - (e) refer the dispute to arbitration in terms of this Agreement.
- (8) If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.
- (9) Where a dispute is referred to conciliation, the conciliator or disputes committee must attempt to resolve the dispute within a period of 30 days or within an extended period as agreed by the parties to the dispute.
- (10) Where a dispute is not resolved after a conciliation meeting, or after 30 days, or after any extended period as agreed between the parties, the Council must issue a certificate stating that the dispute was not resolved.
- (11) Where the Act requires a dispute to be resolved through arbitration and a certificate has been issued in terms of (10), any party may request the Council to appoint an arbitrator to resolve the dispute. Such request must be made within 30 days of the date of the certificate issued in terms of (10). The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.
- (12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- (13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.

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

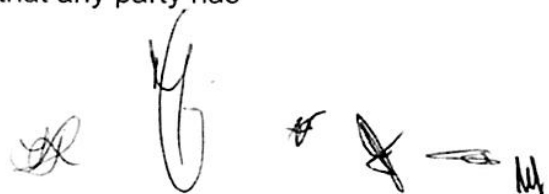
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and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.

- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.
- (24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- (25) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may-
 - (a) continue with the arbitration proceedings in the absence of that party; or
 - (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-
 - (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
 - (b) the dispute is capable of being determined by written evidence only;
 - (c) the dispute is only about the interpretation of the Agreement; or
 - (d) the parties to the dispute agree.
- (27) Notwithstanding the provisions of sub-clause (23), the arbitrator may determine the dispute and make the compliance order an award without hearing oral

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- evidence if the arbitrator is satisfied that-
- (a) the parties have been properly served; and
 - (b) it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings -
- (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
 - (b) the Council must serve a copy of that award on each party to the dispute.
- (29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
- (30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.
- (31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-
- (a) erroneously sought or made in the absence of any party affected by the award;
 - (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - (c) granted as a result of a mistake common to the parties to the proceedings.
- (32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.
- (33) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement or recover any money due.
- (34) (a) If the Arbitrator finds that any party has

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failed to comply with any provision of the collective agreement which is binding on that party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.

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

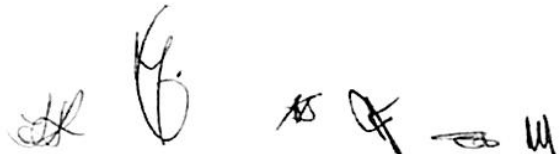
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TABLE ONE:
MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

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

TABLE TWO
MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

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

13. AMENDMENTS TO THIS AGREEMENT

- (1) Other than amendments to provisions relating to substantive terms and conditions of employment, amendments to this Agreement may be requested by any party to this Agreement during any period up to 30 June 1999, subject to the following:
 - (a) Doubt or a dispute over the interpretation or application of the part requested to be amended must exist.
 - (b) Such doubt or dispute must be a consequence of the parties' attempts at rewording of such part during the simplification exercise, and
 - (c) The doubt or dispute must be capable of being resolved by reference to the wording of the part in question as it had existed in terms of the Agreement prior to the simplification exercise.
- (2) Any such dispute or request for amendments shall be referred to the Management Committee of the Council for resolution.
- (3) The Management Committee shall resolve the relevant dispute by :
 - (a) reverting back to the wording of the part in the Agreement prior to the simplification process;
 - (a) by a consensual amendment of the wording of the part to give effect to the true meaning of the part.

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ANNEXURE A**EXEMPTION AND EXEMPTION APPEAL POLICY AND PROCEDURE****1. BACKGROUND**

Section 32(3)(dA) of the Labour Relations Act (the "Act") requires that a Bargaining Council have an effective procedure to deal with applications by non-parties for exemptions from the provisions of its collective agreements.

Accordingly an exemption and exemption appeal policy & procedure in respect of the National Bargaining Council of the Leather Industry of S.A (hereafter referred to as the "Council") for both party and non-party is established and maintained in terms hereof.

2. DEFINITIONS

'Act' means the Labour Relations Act, 1995 (Act 66 Of 1995) as amended

"Agent" means a designated agent of the National Bargaining Council of the Leather Industry of South Africa


"Agreements" means collective agreements concluded in the National Bargaining Council of the Leather Industry of South Africa

"Applicant" means a party or non-party employer conducting a business under the jurisdiction of the Council, a registered trade union or any person employed in the Industry and who applies for an exemption or appeals against a decision of the Exemptions Committee in terms of this procedure.

"Bargaining Council or Council" means the National Bargaining Council of the Leather Industry of South Africa

"Day" means any day other than a Saturday, Sunday or public holiday, and when any particular number of days is prescribed for the doing of any act, the number of days must be calculated by excluding the first day and including the last day;

'Exemptions Committee' means the National Exemptions Committee or any other sub-committee delegated by the National Exemptions

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Committee to perform all or part of its functions

“Exemption Criteria” means the exemption criteria contained in the collective agreements of the National Bargaining Council of the Leather Industry of South Africa

“General Secretary” means the General Secretary of the Council

3. EXEMPTIONS AND EXEMPTION APPEALS

3.1 EXEMPTIONS: An Applicant may apply to the Bargaining Council for exemption from the provisions of collective agreements concluded in the Bargaining Council.

3.1.1 The Council must consider applications for exemptions within 30 days of receipt of a valid application.

3.2 EXEMPTION APPEALS: An Applicant who is aggrieved by the Exemption Committee's decision has the right to appeal to the Independent Exemptions Appeal Body appointed by the Council.

3.2.1 The Independent Appeal Body will hear and decide appeals as soon as possible and not later than 30 days after a valid appeal is lodged

3.2.2 A decision of the Independent Exemption Appeal Body shall be final.

4. EXEMPTIONS COMMITTEE

4.1 Establishment & Composition of the Exemptions Committee:

The Council shall establish a National Exemptions Committee consisting of eight (8) members four (4) of whom are appointed by the employer organisations party to the Council and four (4) appointed by the trade unions party to the Council. The employer organizations are for the time being each entitled to one member, with the most representative being entitled to appoint an additional member. The trade unions to the Council are for the time being entitled to a minimum of one member each with the remaining two

positions being filled by the unions' based on their representativeness in the COUNCIL.

4.2 Exemption Committee Meetings

4.2.1 A quorum for the meetings shall be the attendance of at least two party employer members and at least two party trade union members.

4.2.2 Exemption Committee meetings shall be held on an ad-hoc basis in the province in which the applicant conducts business subject to the decision of the Exemptions Committee.

5. THE EXEMPTIONS MANDATE

5.1 The Exemptions Committee is mandated by the Council to consider all party and non-party applications for exemption from the collective agreements concluded in the Bargaining Council.

5.2 The Exemptions Committee may delegate any of its functions or duties to a District Committee or any other committee of the Council as the case may be.

5.3 The Exemptions Committee will consider and determine 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 motivations or the hearing of oral submissions as the case may be.

5.4 The Exemptions Committee, when considering an application for exemption must take into account the exemption criteria.

5.5 The Exemptions Committee shall have the power to approve, refuse, partly approve or withdraw an application for exemption

5.6 The Exemptions Committee, on not approving an application or part thereof or withdrawing an exemption must provide the Applicant with written reasons for its decision.

6. EXEMPTIONS

6.1 APPLICATION PROCESS

6.1.1 Applications for exemption from the provisions of a

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Collective agreement must be made in writing on the prescribed application form, and lodged with the local office of the Council.

- 6.1.2 Applications must be motivated and supported by relevant documents, data and audited financial statements (where applicable) and other relevant financial information.
- 6.1.3 Applications that impact employees terms and conditions of employment must be accompanied by written proof that employees and/or their representatives/trade unions have been consulted and further accompanied by a record of their support or not of the application.
- 6.1.4 Applications must indicate the period for which the exemption is sought.

6.2 EXEMPTION PROCEDURE

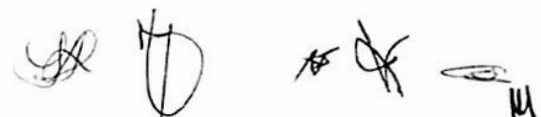
6.2.1 The Council must open and maintain a register for each application which records the following:

- 6.2.1.1 date of receipt of application
- 6.2.1.2 reference number
- 6.2.1.3 name of applicant
- 6.2.1.4 brief description of exemption application
- 6.2.1.5 name of the Agreement and the clause/s from which exemption is sought
- 6.2.1.6 date of validation of exemption application
- 6.2.1.7 date of exemption hearing

6.2.2 Upon receipt of an application, the date received must be recorded in the register

6.2.3 The agent of the relevant District Office shall on receipt of an application scrutinise the application to ensure that the application is complete and valid.

6.2.4 Should the agent find the application to be incomplete, the Agent shall send written communication to the applicant advising of this and what is required to complete the

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application

- 6.2.5 After the agent is satisfied that the application is complete, the application shall be considered valid and the agent shall record the date of validation accordingly.
- 6.2.6 Within five days from date of validation the agent shall verify the employer's consultation with the employees/trade union and report in writing whether the employees / trade union support or oppose the application.
- 6.2.7 Within seven days of receipt of the agent's report on the consultation process, the General Secretary shall arrange a date, time and venue for the hearing of the application.
- 6.2.8 The set down date for the hearing must not be later than 30 days of the validation of the application by the Agent.
- 6.2.9 The General Secretary shall notify the applicant in writing of the date, time and venue of the hearing.
- 6.2.10 In the event that the applicant does not attend the hearing, the Exemptions Committee will consider the application on the written application and supporting documents.
- 6.2.11 The General Secretary must within fourteen days of the exemption being granted advise the applicant of such decision in writing and issue a Licence of Exemption setting out the following:
- 6.2.11.1 The full names of the Applicant.
- 6.2.11.2 The provisions of the collective agreement from which the exemption has been granted.
- 6.2.11.3 The conditions subject to which the exemption is granted.
- 6.2.11.4 The period which the exemption will operate clearly stating the commencement and expiring dates.
- 6.2.12 Where the Committee does not approve an Application or part thereof or when deciding to withdraw an Exemption, the General Secretary must advise the applicant in writing within fourteen days of the date of such decision and

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provide the Applicant with reasons therefor.

7. EXEMPTION APPEALS

7.1 Establishment of an Independent Appeal Body

7.1.1 In terms of section 32(3)(e) of the Act, the Council creates and maintains an Independent Exemptions Appeal Body to hear and decide appeals against an Exemptions Committee's refusal or partial refusal to grant an exemption or its withdrawal or partial withdrawal of an exemption.

7.1.2 An Independent Appeal Body must be appointed by the Council and may consist of one or more persons, as determined by the Council

7.1.3 No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of the Independent Exemptions Appeal Body.

7.2 APPLICATION PROCESS & PROCEDURE

7.2.1 An Applicant aggrieved by an Exemptions Committee's decision shall within **30 days** of being notified of the Exemptions Committee's decision have the right to appeal to the Independent Exemptions Appeal Body.

7.2.2 Should the appellant show good cause, the Independent Appeal Body may condone a late appeal.

7.2.3 A valid notice of appeal must be in writing clearly setting out the grounds on which the appeal is based and be accompanied by relevant supporting documentation.

7.2.4 Upon receipt of an appeal application, the General Secretary shall forward the appeal application

together with the original application for exemption and supporting documents to the Independent Appeal Body for a decision

7.2.5 The General Secretary in consultation with the Independent Appeal Body will arrange a date, time and venue for the appeal hearing. The date of the hearing shall not be later than 30 days from which a valid appeal was filed with the Council.

7.2.6 The Independent Appeal Body shall hear and determine appeals in any manner it considers appropriate to determine the application fairly and quickly.

7.2.7 The Independent Appeal Body shall render a decision within fourteen days from the last date of the appeal hearing

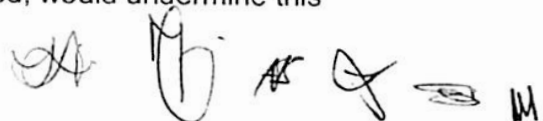
7.2.8 Should the Independent Appeal Body reverse a decision of the Exemptions Committee, the Council must issue the applicant with a licence of exemption accordingly

7.2.9 The Independent Appeal Body has discretion to order against the appellant payment of all costs incurred by the Council in arranging and conducting the appeal in the event of it upholding the decision of the Exemptions Committee

8. EXEMPTION CRITERIA

The Exemptions Committee and Independent Appeal Body must when considering an exemption application/appeal, take into account the following criteria:

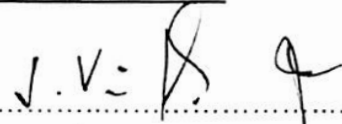
- (a) any written and/or verbal substantiation provided by the applicant
- (b) fairness to the employer, its employees and other employers and the employees in the industry;
- (c) whether an exemption, if granted, would undermine this



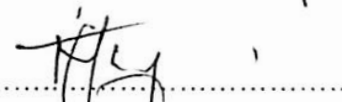
- Agreement or the collective bargaining process;
- (d) whether it will make a material difference to the viability of a new business, or a business previously outside the jurisdiction of the Council;
 - (e) unexpected economic hardship occurring during the currency of the Agreement, and job creation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

SIGNED AT DURBAN ON THIS 29TH DAY OF SEPTEMBER 2021.

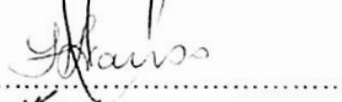
J J V VYMETAL, Member of the Council



M OOSTHUIZEN, Member of the Council



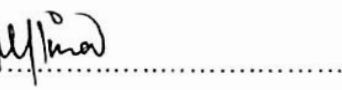
H STRAUSS, Member of the Council



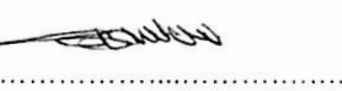
A O BENJAMIN, Member of the Council



V MEMBINKOSI, Member of the Council



S NAIDOO, General Secretary of
the Council



DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1743

11 February 2022

LABOUR RELATIONS ACT, 1995

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

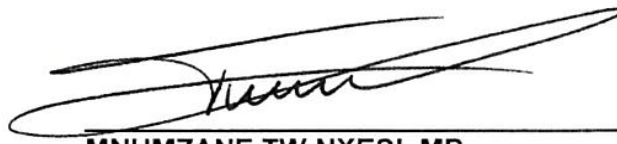
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council of the Leather Industry of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 2027.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/02/2022

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
BEMBONI YEZIKHUMBA: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI
SESIKHWAMA SOMHLALAPHANSI ESICHIBIYELAYO, SELULELWA KULABO ABANGEYONA
INGXENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kuMkhandlu KaZwelonke Wokuxoxisana phakathi kwabaQashi Nabasebenzi Embonini Yezikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuNhlanguvana 2027.


MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/02/2022

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, No.66 of 1995,
made and entered into by and between the

- a) Southern African Footwear and Leather Industries Association
(SAFLIA)**
- b) South African Tanning Employers Organisation (SATEO)**
- c) Association of South African Manufacturers of Luggage, Handbags
and General Goods;**

(Hereinafter referred to as the "employers" or the "employer organisations" on
the one part), and

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

- e) Southern African Clothing and Textile Workers Union**

(Hereinafter referred to as the "employees" or the "trade unions" of the other
part) being parties to the National Bargaining Council of the Leather Industry
of South Africa.

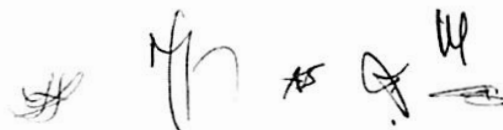


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1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Leather Industry -
- (a) by all employers who are members of the employer organisation and by all employees who are members of the trade unions, who are engaged and employed in the Leather Industry, respectively;
 - (b) in the Republic of South Africa.
 - (c) Notwithstanding the provisions of subclause (1)(a), the terms of this Agreement shall not apply to non-parties in respect of Clauses 1(1)(a), 2(1), 7.3 and 14.

2. DATE AND PERIOD OF OPERATION

- 1) This Agreement will come into operation for the parties on 25 August 2021 and remain in force for the period ending 30 June 2027.
- (2) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period ending 30 June 2027.

3. DEFINITIONS

Words used in this agreement and which are defined in the Labour Relations Act, 1995 shall have the same meaning as in that Act; and unless the contrary intention appears, words importing the masculine gender shall include the feminine.

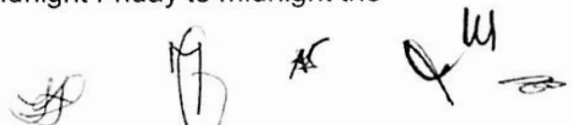
"Act" means the Labour Relations Act, No.66 of 1995, as amended.

"Agreement" means the Provident Fund agreement

"Council" means the National Bargaining Council of the Leather Industry of South Africa.

"Fund" means the Leather Industry Provident Fund which is continued in terms of this Agreement.

"Fund week" means a week calculated from midnight Friday to midnight the



succeeding Friday.

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

- (1) for the manufacture, mainly from leather, of -
 - (a) footwear, including all types, but not including bespoke made footwear;
 - (b) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - (c) harnesses, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rugstraps, braces, belts, suspenders, garters, armlets, and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;
 - (d) ladies' and/or children's handbags;
- (2) for the tanning, dressing and fellmongering of hides and skins;
- (3) in establishments in which leather goods are also manufactured, for the manufacture, from materials other than leather, of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
- (4) for the manufacture of all types of footwear from material other than leather;
- (5) for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;
- (6) for the manufacture of handbags from materials other than leather, in establishments in which leather goods referred to in paragraph (1) are not manufactured, but excluding the manufacture of handbags
 - (a) wholly or mainly from metal;
 - (b) from cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any constituent of paper;
 - (c) wholly or mainly from plastics other than plastic sheeting material;
- (7) for the manufacture-
 - (a) wholly or mainly from leather, of footballs, punchballs, netball balls, and boxing gloves;



- (b) of leather-covered hockey and/or cricket balls;
- (8) in establishments in which leather goods are not manufactured for the manufacture from materials other than leather, of -
 - (a) attache cases, bags and all other containers designed to hold personal effects, sporting kit and documents;
 - (b) harnesses, bridles, saddlery, leggings stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;
 - (c) travelling requisites, including trunks, from materials other than leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

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

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

Provided further that the word "plastic" as contained in paragraph (v) means any of the group of materials which consists of or contains as an essential

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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.

(9) for the -

(a) 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, the removal of scales, deliming, bating and pickling;

(b) tanning of the cured or uncured hides and/or skins;

(c) 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;

(d) cutting of upholstery panels from leather:

Provided that, for the purposes of subparagraphs (a) to (c), "hides and skins" includes the following:

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

"Management Committee" means the committee appointed to administer the Fund in terms of clause 7.

"Member" means any person who contributes or has contributed to the Fund as an employee in terms of this Agreement.

"Wage" means the wage prescribed for an Employee in Column A of the wage provisions of the relevant agreement of the Council and, in the case of the tanning industry, the wage rate prescribed in the agreement for that industry:

Provided that if an Employer regularly pays the Employee an amount higher than this prescribed rate (excluding incentives, overtime and bonus payments), it shall mean such higher amount.

4. MEMBERSHIP

(1) Conditions of membership

- (a) Only employees who have not yet attained the age of fifty-five years may become members of the Fund.
- (b) On admission to the Fund a member shall submit proof of age as is considered satisfactory to the Management Committee.

(2) Employees paid according to prescribed wage rates

Employees for whom Wages are prescribed in any agreement of the Council shall become Members of the Fund subject to the provisions of Rule 9.

(3) Employees paid at non-prescribed wage rates

- (a) An Employer may, by mutual agreement with any of his Employees for whom wages are not prescribed in any agreement of the Council, make application to the Fund for those employees to become members of the Fund.
- (b) Upon such application the Management Committee may agree to admit such employees as members of the Fund and the provisions of the Agreement shall thereupon, with the necessary changes, apply to the Employer and the Employees concerned.

(4) Employees paid at non-prescribed wage rates due to transfer or promotion

- (a) Where an Employee, who earned prescribed wages and was a member of the Fund, is transferred or promoted to an occupation for which wages are not prescribed, his membership with the Fund shall be terminated and he shall be entitled to the benefits payable in terms of the Rules of the Fund, unless the employee elects to continue as a member of the Fund, and his employer agrees to this.
- (b) In such event, the Fund must be notified of this event in writing within one month of the transfer or promotion in question.
- (c) Where an employee has elected to continue as a member of the Fund after his transfer or promotion as set out above, he may thereafter apply in writing to the Management Committee to terminate his membership with the Fund.

The Management Committee may accept the application for

termination in which event the Member shall become entitled to the benefits payable in terms of the Rules of the Fund, provided that the Member become a Member of another provident, pension or retirement annuity fund and his benefit is transferred to that fund.

(5) Record Keeping

Every Employer shall, within seven days of the date of engagement of an Employee, furnish the Secretary of the Fund in writing with the following details in respect of such Employee:-

- (i) date of engagement;
- (ii) full name;
- (iii) maiden name, if applicable;
- (iv) provident fund number, if any;
- (v) gender;
- (vi) date of birth;
- (vii) occupation;
- (viii) wage;
- (ix) previous Employer;
- (x) factory number, if any;
- (xi) income tax number;
- (xii) identity number.

5. CONTRIBUTIONS

5.1 Contributions

- (1) Every Employer shall on each pay-day deduct from the wages of each of his Employees who is a Member of the Fund an amount equivalent to five per cent of the Employee's wage, rounded to the nearest cent.
- (2) To the aggregate of the amounts deducted under sub-clause (1), every employer shall contribute an amount equal to 6% (Six Percent) in respect of each employee who is a member of the fund, and forward the total amount not later than the 15th (fifteenth) day of the following month to the Secretary of the Fund, together with a statement in such form that the Management Committee



may determine from time to time.

(3) Record of statements:

Every Employer shall retain a copy of the statement referred to above and keep it available for inspection for a period of not less than five years.

(4) Interest:

Should any amount due in terms of this clause not be received by the Management Committee by the fifteenth day of the month following the month in respect of which it is payable, the Employer shall pay interest on such outstanding amount at a rate of interest determined by the Management Committee from time to time, subject to the provisions of the Limitation and Disclosure of Finance Charges Act, 1968.

(5) Calculation of interest:

The interest shall be calculated from the first day of the month in which payment became due until the day upon which payment is actually received by the Management Committee.

(6) Waiving of interest:

The Management Committee shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(7) Personal liability:

If an Employer fails to make the deductions from the Wages of Employees or fails to account to the Fund for amounts deducted from the Wages of Employees, as required of him in terms of the Rules of the Fund, the Employer shall be personally liable to pay such Employee contributions to the Fund.

(8) Where an employee receives wages for one day or more during any Fund week, contributions must be paid by both the employer and employee as though the employee earned a full week's wages.

(9) Where a Member is employed by more than one Employer during a Fund Week, the Employer by whom he was last employed during such Week shall pay both his own Contributions and those due by the Member in respect of the whole Week and may deduct the Contributions due by such Member from his earnings and no further Contribution shall be payable in respect of such Member in respect of that Week.

(10) Where a Member leaves his employment on a Thursday his Employer shall

deduct the Contributions due by such Member from his earnings and pay both his own Contributions and those due by the Member in respect of that Week.

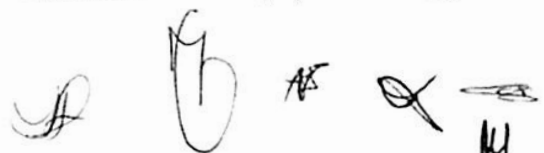
- (11) An Employer shall not deduct the whole or any part of his own Contributions from the remuneration of a Member or receive any consideration from the Member in respect of such Contributions.
- (12) When a Member is on leave on full pay or works short-time, both his own and his Employer's Contributions shall be continued.

5.2 Incorrect Payments

- (1) If a Contribution has been paid to the Fund in error, the Fund shall not be liable to repay such a Contribution after six months has lapsed from the date of such payment.
- (2) Whenever any benefit has been mistakenly paid to a Member as a result of such a Member having made payments to the Fund which were not due, the Management Committee may set off the amount of benefit so paid:-
 - (a) against any sum claimed from the Fund as a repayment of such Contributions which were not due; and
 - (b) against any future benefits that may become due by the Fund to the said Member.
- (3) If a Member has received a benefit to which he is not entitled in terms of the Rules of the Fund and the amount is not set off in terms of the above subclause, the member shall be liable to repay to the Fund the amount of the benefits so received. The Management Committee, however, may in its discretion reduce such amount or completely waive repayment of such amount.

6. BENEFITS

- 6.1 The Fund provides 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. ADMINISTRATION OF THE FUND

7.1 Management Committee

- ((1) The Fund shall be under control of a Management Committee which shall be appointed in terms of the Council's constitution and shall consist of an equal number of representatives of the Employers and Employees. Alternates may be appointed in respect of each representative.
- (2) The Management Committee shall elect a Chairperson and Vice-Chairperson from its members and shall prescribe its own rules of procedure, provided that a quorum for the committee shall be at least two representatives of the Employers and two representatives of the Employees.
- (3) Should the Management Committee be unable to perform its duties for any reason, the Council shall perform its duties and exercise its powers.

7.2 Specific powers of the Management Committee

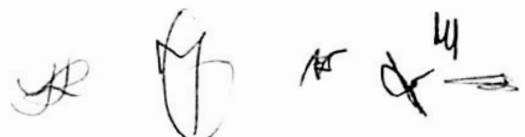
(1) Appointments

The Management Committee shall have the power to appoint an Auditor, an Actuary, a Secretary and staff on such terms and conditions as it thinks fit, and to vary such appointments.

(2) Investment Powers

The Management Committee shall collect all revenue and, subject to any requirements of the Registrar of Labour Relations, shall have the power to deal with money surplus to current requirements, to invest, put out at interest, place on deposit, grant loans and furnish guarantees on behalf of Members for housing purposes, or otherwise deal with such moneys upon such securities and in such manner as it may from time to time determine, and to realise, vary, reinvest or otherwise deal with such securities and other investments as it may from time to time determine; provided that

- (a) if any money not required to meet current expenditure are invested in housing loans to Members, the amount utilised for this purpose shall not exceed 10% of the total assets of the Fund; provided further that



loans granted in terms of this sub-paragraph shall be subject to such conditions as the Management Committee may, with the approval of the Registrar of Labour Relations, determine from time to time;

- (b) sound investment principles shall be applied at all times.

7.3 Agents

- (1) The Council shall designate one or more of its agents to assist in giving effect to the terms of this Agreement and the Rules of the Fund.
- (2) It shall be the duty of every Employer to permit such persons to enter his establishment and to institute such enquiries and to examine such documents, books, wage-sheets, pay envelopes and pay tickets and to question such individuals in order to ascertain whether the provisions of this Agreement and the Rules of the Fund are being complied with.

8. RULES OF THE FUND

The Fund shall be administered in accordance with the Rules of the Fund and the Council shall have the power to prescribe, supplement, amend and revoke Rules relating to the administration of the Fund.

9. INDEMNITY

- (1) Except in cases of wilful and fraudulent wrongdoing, the members of the Management Committee, the Council and their alternates shall not be liable for any loss to the Fund arising out of any of the following:
- (i) improper investments made in good faith;
 - (ii) any act in their bona fide administration of the Fund;
 - (iii) the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary;
 - (iv) any act or omission made in good faith by such members or alternates;
or
 - (v) any other matter or circumstance.
- (2) Any such member or alternate shall be reimbursed by the Fund for any



reasonable costs incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

10. EXEMPTIONS

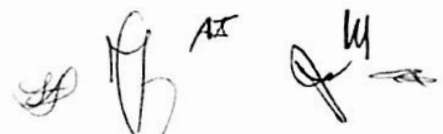
"Exemptions and exemption appeals shall be observed in terms of

"EXEMPTION AND EXEMPTION APPEAL POLICY AND PROCEDURE" in


Annexure A"

11. DISPUTE RESOLUTION

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

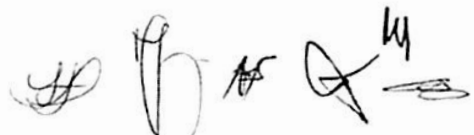
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- (a) require the designated agent to make further investigations;
 - (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
 - (c) refer the dispute for conciliation to the Disputes Committee of the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

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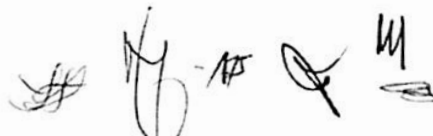
be appointed to arbitrate matters on a rotational basis, unless the parties to the dispute agree on an Arbitrator from the panel, with the next available Arbitrator being appointed should any panel member(s) not be available in terms of such rotation.

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

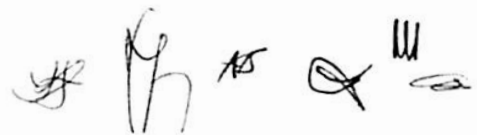
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arbitrator may-

- (a) continue with the arbitration proceedings in the absence of that party; or
 - (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-
- (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
 - (b) the dispute is capable of being determined by written evidence only;
 - (c) the dispute is only about the interpretation of the Agreement; or
 - (d) the parties to the dispute agree.
- (27) Notwithstanding the provisions of sub-clause (23), the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that-
- (a) the parties have been properly served; and
 - (b) it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings -
- (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
 - (b) the Council must serve a copy of that award on each party to the dispute.
- (29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
- (30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.
- (31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-
- (a) erroneously sought or made in the absence of any party affected by the award;
 - (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or



- (c) granted as a result of a mistake common to the parties to the proceedings.
- (32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.
- (33) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement or recover any money due.
- (34) (a) If the Arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.
 - (b) The maximum penalty that the Arbitrator may be impose-
 - (i) for a failure to comply with a provision of the collective agreement not involving a failure to pay any amount due to an employee/party is the penalty determined in terms of Table One;
 - (ii) for a failure to comply with a provision of the collective agreement involving a failure to pay any amount due to an employee/party is the penalty determined in terms of Table Two.

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

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

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

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

12. ADMINISTRATION OF THE FUND ON EXPIRY OF THE AGREEMENT

- (1)
 - (i) Should this Agreement or any extension thereof expire and no subsequent agreement is negotiated within twelve months from the expiry date for the purpose of continuing the operation of the Fund; or
 - (ii) in the event of the Council being dissolved or ceasing to function at any time prior to the expiry of the said period of twelve months, the Management Committee or such other persons as the Registrar of Labour Relations may designate shall continue to administer the Agreement until expiry of the aforementioned period.
- (2) The members of the Management Committee at the date of expiry of the Agreement or any extension thereof, or at the date at which the Council ceases to function or is dissolved shall be deemed to be members of the Committee for the period mentioned in subclause (1) for the purpose of administering the agreement.
- (3) Any vacancy occurring on the Management Committee may be filled by the Registrar of Labour Relations from Employers and Employees so as to ensure an equality of Employer and Employee representatives in the Management Committee.
- (4) In the event of the Management Committee being unwilling or unable to discharge its duties which, in the opinion of the Registrar of Labour Relations, renders the administration of the Fund impractical or undesirable, he may appoint trustees to continue the function of the Fund.
- (5) Such trustees shall have the following power and shall administer the Fund in the following manner:-
 - (i) pay to Members leaving the Industry the benefits laid down in the Rules on condition that the trustees shall not have the right to pay moneys due to such Members in instalments, except that the periodical payments of benefits already being paid shall be continued until the amounts to such Member's credit have been exhausted;
 - (ii) control and invest moneys accruing to the Fund and to prepare such statements and pay such administrative expenses as may be required

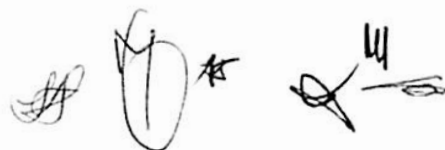


in terms of the Rules.

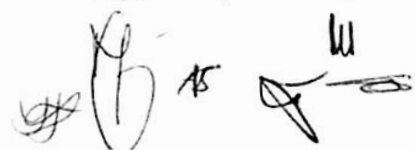
- (6) Should the Registrar of Labour Relations be of the opinion that the Fund should be dissolved he shall appoint a liquidator who shall liquidate the Fund's assets and liabilities in accordance with Clause 13.

13. DISSOLUTION AND LIQUIDATION OF THE FUND

- (1) Should the Council wish to dissolve the Fund it may convene a Special General meeting for this purpose where a decision to dissolve the Fund shall be carried if not less than two-thirds of the Employer representatives and two-thirds of the Employee representatives or their respective alternates present at the meeting vote by a show of hands in favour of dissolution.
- (2) Should the required vote be attained, the meeting shall thereafter appoint a liquidator who shall commence liquidating the assets and liabilities of the Fund in accordance with this clause.
- (3) In the event of the meeting being unable to agree to the appointment of a liquidator the matter shall be reported to the Registrar of Labour Relations who shall be empowered to appoint a liquidator.
- (4) The liquidator appointed shall take the necessary steps to liquidate the debts of the Fund from its unexpended funds and any moneys realised from the assets of the Fund.
- (5) If the accumulated assets are insufficient to meet the claims of all creditors after deduction of the liquidator's fees including the costs of administration and general expenses for winding up the Fund's affairs, the order in which creditors shall be paid shall be as prescribed in the law relating to the distribution of the assets of an insolvent estate;
Provided that for this purpose the liability of Members and Employers shall be limited to the amount of contributions due by them as at the date of dissolution.
- (6) After payment of all the amounts due in accordance with the above, any remaining funds shall be distributed as follows:-
- (i) where the residue is insufficient to meet the Withdrawal Benefits of all



- Members, calculated as at the date of dissolution, a distribution shall be made proportionate to each Member's Withdrawal Benefits;
- (ii) where the residue is sufficient to meet the Withdrawal Benefits of all Members, calculated as at the date of dissolution, a distribution shall be made equal to each Member's Withdrawal Benefits;
 - (iii) should there be a residue after the distribution in terms of the preceding sub-clause, such residue or part thereof shall be allocated on the basis of Early Retirement Benefits calculated as at the date of dissolution; Provided that where such residue is insufficient to meet the total amounts due on that basis, the amount which shall be allocated to each Member shall be the amount which would have been allocated had the residue been sufficient, reduced by the percentage of such shortfall;
 - (iv) should there be any residue remaining after the distribution of the assets in terms of the above, such residue shall be distributed to each Member proportionate to his benefits as calculated above.
- (7) The investments of the Fund shall be realised as and when this is possible and expedient in the Council's opinion and the liquidator shall be empowered to pay the amount, if any, due to each Member in instalments as and when moneys become available.
- (8) No interest shall be payable on any amounts due to a Member.
- (9) When instalments are paid to members an equal percentage of the amount due shall be paid to each Member.
- (10) The Management Committee or the Fund or the Council or its members or the liquidator shall not be liable for any bona fide distribution made in accordance with these provisions and no claims shall fall due to a Member or Nominee or Dependant or any other person who has not been paid by reason of the fact:
- (i) that his identity at the time of payment was not known or unascertainable; or
 - (ii) that he had not been included in the distribution but had failed to draw the attention of the liquidator to his non-inclusion prior to the final distribution having been made.
- (11) In any event the Management Committee of the Fund, the Council or its members or the liquidator shall not be held liable concerning any aspect of the



liquidation and/or distribution process after the final distribution of all the assets of the Fund, which shall be the date the liquidator certifies that such final distribution has been made.

- (12) The benefits and the amounts to be distributed shall be calculated as at the date of passing of the resolution to dissolve the Fund in terms of this clause.
- (13) In the event of the death of a Member after the date of passing of the resolution to dissolve the Fund, the liquidator shall pay the Death Benefit, but where the Fund is liquidated in terms of clause 12(6) the benefits payable in respect of a deceased Member shall only be equal to the Withdrawal Benefit as provided for in the Rules of the Fund.

14. AMENDMENTS TO THIS AGREEMENT

- (1) Other than amendments to provisions relating to substantive terms and conditions of employment, amendments to this Agreement may be requested by any party to this Agreement during any period up to 30 June 1999, subject to the following:
 - (a) Doubt or a dispute over the interpretation or application of the part requested to be amended must exist.
 - (b) Such dispute must be a consequence of the parties' attempts at the rewording of such part during the simplification exercise, and
 - (c) The doubt or dispute must be capable of being resolved by reference to the wording of the part in question, as it existed in terms of the agreement prior to the simplification exercise.
- (2) Any such dispute or request or amendment shall be referred to the Management Committee of the Council for resolution.
- (3) The Management Committee shall resolve the relevant dispute by -
 - (a) Reverting back to the wording of the part in the Agreement prior to the simplification process, or
 - (b) By a consensual amendment of the wording of the part to give effect to the true meaning of the part



ANNEXURE A**EXEMPTION AND EXEMPTION APPEAL POLICY AND PROCEDURE****1. BACKGROUND**

Section 32(3)(dA) of the Labour Relations Act (the "Act") requires that a Bargaining Council have an effective procedure to deal with applications by non-parties for exemptions from the provisions of its collective agreements.

Accordingly an exemption and exemption appeal policy & procedure in respect of the National Bargaining Council of the Leather Industry of S.A (hereafter referred to as the "Council") for both party and non-party is established and maintained in terms hereof.

2. DEFINITIONS

'Act' means the Labour Relations Act, 1995 (Act 66 Of 1995) as amended

"Agent" means a designated agent of the National Bargaining Council of the Leather Industry of South Africa

"Agreements" means collective agreements concluded in the National Bargaining Council of the Leather Industry of South Africa

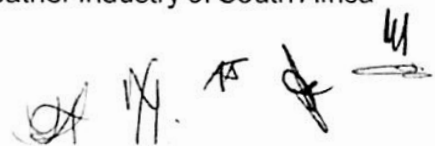
"Applicant" means a party or non-party employer conducting a business under the jurisdiction of the Council, a registered trade union or any person employed in the Industry and who applies for an exemption or appeals against a decision of the Exemptions Committee in terms of this procedure.

"Bargaining Council or Council" means the National Bargaining Council of the Leather Industry of South Africa

"Day" means any day other than a Saturday, Sunday or public holiday, and when any particular number of days is prescribed for the doing of any act, the number of days must be calculated by excluding the first day and including the last day;

'Exemptions Committee' means the National Exemptions Committee or any other sub-committee delegated by the National Exemptions Committee to perform all or part of its functions

"Exemption Criteria" means the exemption criteria contained in the collective agreements of the National Bargaining Council of the Leather Industry of South Africa



“General Secretary” means the General Secretary of the Council

3. EXEMPTIONS AND EXEMPTION APPEALS

3.1 EXEMPTIONS: An Applicant may apply to the Bargaining Council for exemption from the provisions of collective agreements concluded in the Bargaining Council.

3.1.1 The Council must consider applications for exemptions within 30 days of receipt of a valid application.

3.2 EXEMPTION APPEALS: An Applicant who is aggrieved by the Exemption Committee's decision has the right to appeal to the Independent Exemptions Appeal Body appointed by the Council.

3.2.1 The Independent Appeal Body will hear and decide appeals as soon as possible and not later than 30 days after a valid appeal is lodged

3.2.2 A decision of the Independent Exemption Appeal Body shall be final.

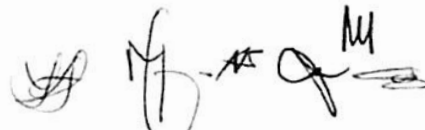
4. EXEMPTIONS COMMITTEE

4.1 Establishment & Composition of the Exemptions Committee:

The Council shall establish a National Exemptions Committee consisting of eight (8) members four (4) of whom are appointed by the employer organisations party to the Council and four (4) appointed by the trade unions party to the Council. The employer organizations are for the time being each entitled to one member, with the most representative being entitled to appoint an additional member. The trade unions to the Council are for the time being entitled to a minimum of one member each with the remaining two positions being filled by the unions' based on their representativeness in the COUNCIL.

4.2 Exemption Committee Meetings

4.2.1 A quorum for the meetings shall be the attendance of at least two party employer members and at least two party trade union members.



- 4.2.2 Exemption Committee meetings shall be held on an ad-hoc basis in the province in which the applicant conducts business subject to the decision of the Exemptions Committee.

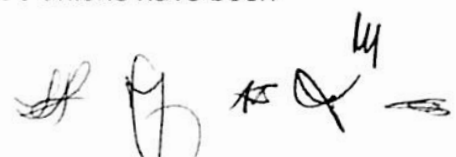
5. THE EXEMPTIONS MANDATE

- 5.1 The Exemptions Committee is mandated by the Council to consider all party and non-party applications for exemption from the collective agreements concluded in the Bargaining Council.
- 5.2 The Exemptions Committee may delegate any of its functions or duties to a District Committee or any other committee of the Council as the case may be.
- 5.3 The Exemptions Committee will consider and determine 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 motivations or the hearing of oral submissions as the case may be.
- 5.4 The Exemptions Committee, when considering an application for exemption must take into account the exemption criteria.
- 5.5 The Exemptions Committee shall have the power to approve, refuse, partly approve or withdraw an application for exemption
- 5.6 The Exemptions Committee, on not approving an application or part thereof or withdrawing an exemption must provide the Applicant with written reasons for its decision.

6. EXEMPTIONS

6.1 APPLICATION PROCESS

- 6.1.1 Applications for exemption from the provisions of a collective agreement must be made in writing on the prescribed application form, and lodged with the local office of the Council.
- 6.1.2 Applications must be motivated and supported by relevant documents, data and audited financial statements (where applicable) and other relevant financial information.
- 6.1.3 Applications that impact employees terms and conditions of employment must be accompanied by written proof that employees and/or their representatives/trade unions have been

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consulted and further accompanied by a record of their support or not of the application.

- 6.1.4 Applications must indicate the period for which the exemption is sought.

6.2 EXEMPTION PROCEDURE

- 6.2.1 The Council must open and maintain a register for each application which records the following:

- 6.2.1.1 date of receipt of application
- 6.2.1.2 reference number
- 6.2.1.3 name of applicant
- 6.2.1.4 brief description of exemption application
- 6.2.1.5 name of the Agreement and the clause/s from which exemption is sought
- 6.2.1.6 date of validation of exemption application
- 6.2.1.7 date of exemption hearing

- 6.2.2 Upon receipt of an application, the date received must be recorded in the register
- 6.2.3 The agent of the relevant District Office shall on receipt of an application scrutinise the application to ensure that the application is complete and valid.
- 6.2.4 Should the agent find the application to be incomplete, the agent shall send written communication to the applicant advising of this and what is required to complete the application
- 6.2.5 After the agent is satisfied that the application is complete, the application shall be considered valid and the agent shall record the date of validation accordingly.
- 6.2.6 Within five days from date of validation the agent shall verify the employer's consultation with the employees/trade union and report in writing whether the employees / trade union support or oppose the application.
- 6.2.7 Within seven days of receipt of the agent's report on the consultation process, the General Secretary shall arrange a

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date, time and venue for the hearing of the application.

6.2.8 The set down date for the hearing must not be later than 30 days of the validation of the application by the Agent.

6.2.9 The General Secretary shall notify the applicant in writing of the date, time and venue of the hearing.

6.2.10 In the event that the applicant does not attend the hearing, the Exemptions Committee will consider the application on the written application and supporting documents.

6.2.11 The General Secretary must within fourteen days of the exemption being granted advise the applicant of such decision in writing and issue a Licence of Exemption setting out the following:

6.2.11.1 The full names of the Applicant.

6.2.11.2 The provisions of the collective agreement from which the exemption has been granted.

6.2.11.3 The conditions subject to which the exemption is granted.

6.2.11.4 The period which the exemption will operate clearly stating the commencement and expiring dates.

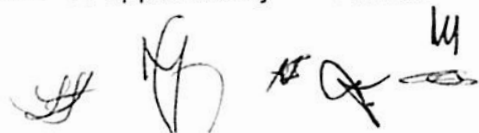
6.2.12 Where the Committee does not approve an Application or part thereof or when deciding to withdraw an Exemption, the General Secretary must advise the applicant in writing within fourteen days of the date of such decision and provide the Applicant with reasons therefor.

7. EXEMPTION APPEALS

7.1 Establishment of an Independent Appeal Body

7.1.1 In terms of section 32(3)(e) of the Act, the Council creates and maintains an Independent Exemptions Appeal Body to hear and decide appeals against an Exemptions Committee's refusal or partial refusal to grant an exemption or its withdrawal or partial withdrawal of an exemption.

7.1.2 An Independent Appeal Body must be appointed by the Council

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and may consist of one or more persons, as determined by the Council

- 7.1.3 No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of the Independent Exemptions Appeal Body.

7.2 APPLICATION PROCESS & PROCEDURE

- 7.2.1 An Applicant aggrieved by an Exemptions Committee's decision shall within **30 days** of being notified of the Exemptions Committee's decision have the right to appeal to the Independent Exemptions Appeal Body.
- 7.2.2 Should the appellant show good cause, the Independent Appeal Body may condone a late appeal.
- 7.2.3 A valid notice of appeal must be in writing clearly setting out the grounds on which the appeal is based and be accompanied by relevant supporting documentation.
- 7.2.4 Upon receipt of an appeal application, the General Secretary shall forward the appeal application together with the original application for exemption and supporting documents to the Independent Appeal Body for a decision
- 7.2.5 The General Secretary in consultation with the Independent Appeal Body will arrange a date, time and venue for the appeal hearing. The date of the hearing shall not be later than 30 days from which a valid appeal was filed with the Council.
- 7.2.6 The Independent Appeal Body shall hear and determine appeals in any manner it considers appropriate to determine the application fairly and quickly.
- 7.2.7 The Independent Appeal Body shall render a decision within fourteen days from the last date of the appeal hearing
- 7.2.8 Should the Independent Appeal Body reverse a decision of the Exemptions Committee, the Council must issue the applicant with a licence of exemption accordingly

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7.2.9 The Independent Appeal Body has discretion to order against the appellant payment of all costs incurred by the Council in arranging and conducting the appeal in the event of it upholding the decision of the Exemptions Committee

8. EXEMPTION CRITERIA

The Exemptions Committee and Independent Appeal Body must when considering an exemption application/appeal, take into account the following criteria:

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

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SIGNED AT DURBAN ON THE 29th DAY OF SEPTEMBER 2021

J J V VYMETAL, Member of the Council

M J OOSTHUIZEN, Member of the Council

H STRAUSS, Member of the Council

A O BENJAMIN, Member of the Council

V MEMBINKOSI, Member of the Council

S NAIDOO, General Secretary of
the Council

J. V. Vymetal

M. J. Oosthuizen

H. Strauss

A. O. Benjamin

V. Membinkosi

S. Naidoo

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