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**GOVERNMENT NOTICES  
GOEWERMENSKENNISGEWINGS**

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**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

No. R. 974

12 September 2008

**LABOUR RELATIONS ACT, 1995**

**CANCELLATION OF GOVERNMENT NOTICES**

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY  
OF THE EASTERN CAPE: MAIN COLLECTIVE AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 555 of 30 April 1999, R. 1440 of 3 December 1999, R. 684 of 15 July 2005, R. 872 of 9 September 2005 and R. 1143 of 2 December 2005 with effect from 22 September 2008.

No. R. 974

12 September 2008

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**WET OP ARBEIDSVERHOUDINGE, 1995**

**INTREKKING VAN GOEWERMENSKENNISGEWINGS**

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE  
KAAP: HOOF KOLLEKTIEWE OOREENKOMS**

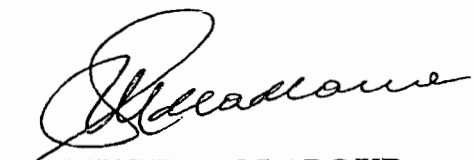
Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, trek hierby, kragtens artikel 32(7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 555 van 30 April 1999, R. 1440 van 3 Desember 1999, R. 684 van 15 Julie 2005, R. 872 van 9 September 2005 en R. 1143 van 2 Desember 2005 in, met ingang van 22 September 2008.

No. R. 975

12 September 2008

**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY OF THE EASTERN CAPE: EXTENSION OF THE MAIN  
COLLECTIVE AGREEMENT TO NON-PARTIES**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry of the Eastern Cape 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 22 September 2008 and for the period ending 30 June 2010.



**MINISTER OF LABOUR**

No. R. 975

12 September 2008

**WET OP ARBEIDSVERHOUDINGE, 1995****BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAP:  
UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE OOREENKOMS**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid van die Oostelike Kaap aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 22 September 2008, en vir die tydperk wat op 30 Junie 2010 eindig.



**MINISTER VAN ARBEID**

## SCHEDULE

### BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE EASTERN CAPE

#### MAIN AGREEMENT

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

#### Midlands Furniture Manufacturers' Association

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

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

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

being the parties to the Bargaining Council for the Furniture Manufacturing Industry of the Eastern Cape.

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## PART I

### 1. SCOPE OF APPLICATION OF AGREEMENT

- 1.1 The terms of this Agreement shall be observed in the Furniture Manufacturing Industry-
- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed respectively in the said Industry;
  - (b) within the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (C.P.), Murraysburg, Noupoort, Pearston, Richmond (C.P.), (including that portion of the Magisterial District of Victoria West which, prior to 29 January 1982 (Government notice No. 165 of 29 January 1982), fell within the Magisterial District of Richmond (C.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore.
- 1.2 The purpose of the Agreement shall be to recognise the level of skill of every employee, to provide opportunities for his further progress and to establish levels of remuneration and other conditions of employment for employees without in any way restricting entrepreneurial initiative and employment opportunities.
- 1.3. Clauses 1.1(a), 2, 6.6, 14 and 15 of Part I of this Agreement shall not apply to Employers and Employees who are not members of the Employers' Organisation and Trade Unions respectively.

### 2. DATE AND PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as the Minister of Labour extends the Agreement to non parties, and shall remain in force for the period ending 30 June 2010

### 3. DEFINITIONS

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

- 3.1 Unless inconsistent with the context, the following definitions shall apply to Parts I and II of this Agreement:

“Act” means the Labour Relations Act, 1995;

“apprentice” means an employee serving under a written contract of apprenticeship, registered or deemed to be registered under the provisions of the Manpower Training Act, 1981;



**“bonus”** means-

- (a) any payment, in addition to the prescribed or agreed wage of an employee, arising from employment under a bonus incentive scheme, which is stipulated as such in the wage record;
- (b) any other special or occasional payment by an employer to an employee, arising from employment in excess of the prescribed or agreed stipulated by him as such in the wage record, and which the employer can withdraw at will;

**“Council”** means the Bargaining Council for the Furniture Manufacturing Industry of the Eastern Cape, registered in terms of section 29 of the Act;

**“day”** means the period of 24 hours calculated from the time the employee commences work;

**“employee”** means any person employed by an employer, whether on a permanent, temporary or casual basis, to perform the work specified in Part II of this Agreement;

**“emergency work”** means any work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work specified in Clause 5.1, and any other work arising from any unforeseen occurrence owing to causes such as fire, storm, accident, epidemic, act of violence, civil commotion or theft which must be done without delay or which is necessary to ensure the maintenance and/or provisions of power, light, water, telephone, public health, sanitary, cleansing, public transport or airport services or for the fulfilment of orders for the supply of goods to, or the provision of services in connection with ships, trains, air services, hospitals or the armed forces in the Republic;

**“employment”** means the total length of all periods of an employee’s service in the Furniture Manufacturing Industry;

**“establishment”** means any place where the Furniture Manufacturing Industry is carried on and includes any place where a person is employed in all or any of the classes of work specified in Part II of this Agreement;

**“experience”** means, in relation to-

- (a) a clerical employee, the total period or periods of service which an employee has had as a clerical employee in any undertaking, industry or trade or in the service of the State;
- (a) any other class of employee, the total period or periods of service which an employee has had in his class in the Furniture Manufacturing Industry;

**“foreman”** and/or **“supervisor”** means an employee who is employed in a supervisory capacity and who, inter alia, in the execution of his duties, which shall be related directly to the Furniture Manufacturing industry-

- (a) manages an establishment or a department or subdivision thereof as his primary duty; and/or
- (b) customarily and regularly directs the work of other employees; and/or
- (c) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions; and/or
- (d) customarily and/or regularly exercises discretionary power; and
- (e) is paid a wage of not less than that prescribed for the highest paid employee in this Agreement, whether weekly or monthly; and
- (f) is paid in full, whether or not he completes the number of hours of work specified in this Agreement, provided that payment as aforesaid shall only be made in the event of his failure to complete the said number of hours being due to:
  - (i) absence from work with prior permission from his manager; and/or
  - (ii) absence from work, limited to a maximum of 10 days per annum, on the signed instruction of a medical practitioner, who has given a medical certificate to this effect stating the nature and duration of the illness requiring his absence in question. Should 10 days not be used, it may be accumulated to a maximum of 30 days in a three year cycle. Should the allocated number of days per annum be exhausted, payment would be made inters of the Income Protection Plan.

Foremen and Supervisors not required to work during periods of short-time, shall be subject to the provisions of Clause 5.4 of this Agreement.

**“Furniture Manufacturing Industry”** or **“Industry”** means, without in any way limiting the ordinary meaning of the expression, the manufacture, either in whole or in part, of all types of furniture, irrespective of the material used, and shall include, inter alia, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture; polishing and/or repolishing of pianos, or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and shall include the

manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and include the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes, further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture for sale, either in whole or in part, is carried on and the veneering of laminated block board or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, including the manufacture of metal bedsteads;

**“hourly rate”** means the hourly rate of the employee concerned as specified in this Agreement;

**“piece-work”** means any system according to which payment is based on quantity or output of work done;

**“public holiday”** means any of the days listed in Schedule 1 of the Public Holidays Act, 1994, and any day declared to be a Public Holiday under section 2A of that Act;

**“remuneration”** means any payment in money made or owing to any person which arises in any matter whatsoever out of employment;

**“security guard”** means an employee who is engaged in any one or more of the following duties:

- (a) Controlling, recording or reporting on the movement of persons or vehicles through check-points or gates;
- (b) searching goods or vehicles;
- (c) searching persons, and, if necessary, restraining them;
- (d) supervising or controlling watchmen; and who may also be required to perform any one or all of the duties prescribed for a watchman;

**“short-time”** means a reduction in the number of ordinary working hours in an establishment owing to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

**“temporary labourer”** shall mean an employee, other than an Apprentice, Casual or permanent employee, who is employed on contract for a specific period or task, which contract shall terminate on expiry of the aforesaid period, or on completion of the aforesaid task;

**“wage”** means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in Clause 5.1 of this Part of the Agreement.

**“working proprietor, partner, director or member”** means an employer who is personally engaged in doing any of the work specified in Part II of this Agreement;

3.2 Unless inconsistent with the context, the following definitions shall apply to Part II of this Agreement:

**“casual employee”** means an employee who is employed by the same employer for not more than three days in any one week on the operations set out in Clause 3 of Part II and who is paid at the rate of pay set out in the said clause;

**“clerical employee”** means an employee who is engaged in writing, typing, filing, or any other form of clerical work and includes an accounting machine operator, a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this Clause, notwithstanding the fact that clerical work may form a part of such employee’s work;

**“despatch clerk”** means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the checking, mass-measuring, packing, marking, addressing or despatching of goods or packages;

**“machine maintenance mechanic”** means an employee who is solely employed in all or any of the following operations:

Tracing faults in, overhauling or repairing machinery used in or in connection with an establishment or in supervising all or any of these operations;

**“office messenger”** means an employee engaged in collecting or delivering messages or articles on foot or with a manually propelled bicycle or tricycle outside his employers’ establishment;

**“packer”** means an employee, other than a labourer, who is engaged in the baling and crating of goods for transport and delivery;

**“storeman”** means an employee who is in charge of and responsible for stocks of incoming goods of finished or partly finished products and who is also in charge of and responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming department in an establishment;

**“timekeeper”** means an employee who is engaged in checking attendance records or recording particulars of employees at work or absent from work or the time spent by employees on other tasks;

**“watchman”** means an employee other than a security guard, who is engaged in any one or more of the following duties;

- (a) guarding, protecting or patrolling premises, buildings, structures of fixed or moveable property;

- (b) handling or controlling dogs in the performance of any or all of the duties referred to in (a);

3.3 Unless inconsistent with the context, the following definitions shall apply to drivers:

**“Hours of work”** includes all periods of driving and any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work;

**“licensing authority”** means any authority empowered by law to issue licences in respect of vehicles and/or trailers;

**“motor transport driving”** means the driving of vehicles used for the transportation of goods and which are propelled by other than human or animal power, and includes any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required;

**“piece-work”** or **“task-work”** means any system under which an employee’s remuneration is based on the mass, volume or number of articles or goods conveyed or on the number of journeys undertaken or the kilometres covered;

**“trailer”** means any conveyance drawn by a vehicle;

**“unladen mass”** means the mass of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

**“vehicle”** means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a mechanical horse and/or tractor;

3.4 In classifying an employee for the purposes of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

#### 4. EXEMPTIONS

- (1) All application for exemption shall be in writing and shall be addressed to the Secretary of the Council for consideration at a meeting of the Council which shall either wholly or partially grant or reject the application.
- (2) All applications for exemption shall be substantiated, and such substantiation shall include the following details:
  - (a) the period for which the exemption is required;
  - (b) the Agreement and clauses or sub-clauses of the Agreement from which exemption is required;
  - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from

such consultation, either in support of or against the application, are to be included with the application.

- (3) Should an applicant wish to appeal against a decision by the Council in terms of this clause, they may refer it to the Independent Exemptions Board that is hereby established in terms of section 32 of the Act.
- (4) The Independent Exemptions Board shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or any objectors at its meeting: Provided that the Independent Exemptions Board may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application.
- (5) Once the Independent Exemptions Board has decided to grant an exemption, it shall advise the Secretary to issue a certificate and advise the applicants within 14 days of the date of its decision.
- (6) When the Independent Exemptions Board decides against granting an exemption or part of an exemption requested, it shall advise the applicants within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.
- (7) Exemption criteria: The Independent Exemptions Board shall consider all applications for exemption with reference to the following criteria:
  - (a) the written and verbal substantiation provided by the appellant;
  - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - (c) the terms of the exemption;
  - (d) the infringement of basic conditions of employment rights;
  - (e) the fact that a competitive advantage is not created by the exemption;
  - (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
  - (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the furniture industry;
  - (h) any existing special economic or other circumstances which warrant the granting of the exemption;
  - (i) reporting requirements by the appellant and monitoring and re-evaluation processes; and

- (j) cognisance of the recommendation contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

## 5. HOURS OF WORK

### 5.1 Ordinary Hours of work

- 5.1.1 Save as is otherwise provided in this Agreement, no employer shall, subject to Clause 5.1.1.4, require or permit an employee, other than one exclusively employed as a commercial traveller, security guard, or in the delivery of goods or messages-

5.1.1.1 to work for more than 40 hours, excluding meal intervals, in any one week; or

5.1.1.2 to work for more than nine hours, excluding meal intervals, on any one day;

5.1.1.3 to work for more than five hours continuously without a meal interval of not less than one hour: Provided that-

5.1.1.3.1 an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Bargaining Council in writing of such agreement, the interval may be so reduced; and

5.1.1.3.2 periods of work interrupted by intervals of less than one hour, except when proviso applies, shall be deemed to be continuous;

5.1.1.3.3 if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work;

5.1.1.4 Notwithstanding the provisions of 5.1.1, provision is made for employers to require employees to work as ordinary hours, additional hours to a maximum of three hours a week limited to not more than one such hour being worked on any one particular day. Such additional hours shall be called Stand-by Hours.

5.1.1.4.1 The working of stand-by hours in Area A will be restricted to Mondays, Tuesdays, Wednesday and Thursdays.

5.1.1.4.2 A stand-by hour can be worked on a Friday in Area B following consultation with the affected Employees.

5.1.1.4.3 Notice must be given by all Employers in all areas of the intention to work a stand-by hour before lunch-time on the day the stand-by hour is to be worked”.

5.1.1.5 the working of Stand-by Hours is compulsory if required by the Employer.

5.1.1.6 Stand-by Hours cannot be worked on a Saturday, Sunday or a Public Holiday.

5.1.2 Save as is otherwise provided in this Agreement, no employer shall require or permit an employee employed as a security guard –

5.1.2.1 to work for more than 48 hours, excluding meal intervals, in any one week, calculated over a period of 5 days;

5.1.2.2 to work otherwise than provided for in Sub clause 5.1.1.3.1.

5.1.3 An employee shall, in addition to any period during which he is actually working, be deemed to be working-

5.1.3.1 during any other period during which he is on the premises of his employer;

Provided that if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in subclause 5.1.3.1, the presumption provided for in this subclause shall not apply in respect of such employee with reference to that part of such period.

5.1.4 Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form specified in Annexure B to this part of Agreement specifying the starting and finishing time of work for each day of the week and the meal interval.

5.1.5 Hours of work to be consecutive – save as provided in subclause 5.1.1.3, all hours of work shall be consecutive.

5.1.6 The provisions of this clause shall not apply to a watchman or security guard whose employer grants him a day off of 24 consecutive hours in respect of every week of employment: Provided that-

5.1.6.1 he makes no deduction from his watchmen's or security guard's wage in respect thereof;

5.1.6.2 an employer may, in lieu of granting his watchman or security guard any such day off, pay such watchman or security guard an amount of not less than double his daily wage in respect of such day not granted.



## 5.2 Overtime hours

6.2.1 Notwithstanding the provisions of subclause 5.1.1.1, 5.1.1.2 and 5.1.1.4 and save as is provided in clause 7.3 of this Part, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week –

5.2.1.1 10 hours;

5.2.1.2 a number of hours (which may exceed 10) fixed by the Council by notice in writing to the employer specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid;

## 5.3 Morning and afternoon intervals

Every employee shall be given a break of 10 minutes both in the morning and afternoon of each day, which shall be reckoned as time worked.

## 5.4 Short-time

5.4.1 If, owing to slackness of trade in any establishment, it is found impossible to work full-time, short-time shall be worked by distributing the work available fairly amongst the employees affected in any section concerned, and should it be found necessary to dismiss any employees for whom wages are prescribed in clause 1.1 to 1.15 of Part II of this Agreement the employees to be dismissed first shall be those in the section affected according to reasonable selection criteria.

Such criteria may include the ability, capacity, productivity and conduct of those employees and the operational requirements and needs of the section affected: Provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short-time fall below 35 per week over a continuous period of four weeks.

For the purpose of this clause, short-time can be worked per department as identified.

5.4.2 An employee who on any day reports for duty at the usual starting time of the establishment, and for whom no work is available, shall be paid in respect of such day an amount of not less than four hours' remuneration unless he was notified by his employer previously that his services would not be required on the day in question.

5.4.3 24 hour notice to be given before short-time is worked, except in the case of an emergency, such as a machine breakdown, where a shorter notice period may be given.

## 6. LEAVE

### 6.1 Annual leave

Every employer shall grant his employees annual leave of 15 consecutive working days to commence not before 15 December and not later than 23 December, it is up to a company but 75% of the employees will have to be in agreement if there is a split in terms of the annual leave : Provided that-

- 6.1.1 every employer shall advise the Council at least one month prior to the date on which such leave is to commence of the date on which the establishment is to close;
- 6.1.2 if any paid public holiday within the shut-down period falls on a Saturday or Sunday, such days shall be added to the shut-down period as a further period of leave.

### 6.2 Public Holidays

- 6.2.1 All public holidays as identified in the Public Holidays Act, 1994, shall apply in the Industry: Provided that in the event of a public holiday falling on a Saturday which is not a normal working day, the provisions of the Basic Conditions of Employment Act 1997, shall apply.
- 6.2.2 An Employee shall be paid in respect of any Public Holiday the daily amount he/she would normally be paid in respect of a 40 hour week.

### 6.3 Maternity leave

- 6.3.1 An employee is entitled to at least 4 consecutive month's maternity leave.
- 6.3.2 An employee may commence maternity leave
  - 6.3.2.1 at any time from 4 weeks before the expected date of birth, unless otherwise agreed; or
  - 6.3.2.2 on a date on which a medical practitioner or a midwife certifies that it is necessary for the Employee's health or that of her unborn child.
- 6.3.3. No Employee may work for six weeks after the birth of her child, unless a medical practitioner or a midwife certifies that she is fit to do so.
- 6.3.4 An Employee who has a miscarriage during the third trimester of Pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the Employee has commenced maternity leave at the time of the miscarriage or stillbirth.
- 6.3.5 An Employee must notify an Employer in writing unless the Employee is unable to do so at the date on which the Employee intends to-
  - 6.3.5.1 commence maternity leave; and
  - 6.3.5.2 return to work after maternity leave

- 6.3.6 Notification in terms of sub-clause 6.3.5 must be given -
- 6.3.6.1 at least four weeks before the Employee intends to commence maternity leave; or
  - 6.3.6.2 if it is not reasonably practicable to do so, as soon as it is reasonable practicable.
- 6.3.7 The payment of maternity leave benefits will be determined by the Minister subject to the provisions of the unemployment Insurance Act, 1966”.

#### 6.4 Sick Leave

6.4.1 “Sick leave cycle” means the period of 36 months’ employment with the same employer immediately following –

6.4.1.1 an employee’s commencement of employment; or

6.4.1.2 the completion of that employee’s prior sick leave cycle.

6.4.2 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

6.4.3 Despite subsection (6.4.2), during the first six months of employment, an employee is entitled to one day’s sick leave for every 26 days worked.

6.4.4 During an employee’s first sick leave cycle, an employer may reduce the employee’s entitlement to sick leave in terms of subsection (6.4.2) by the number of days’ sick leave taken in terms of subsection (6.4.3).

6.4.5 Subject to section 23, an employer must pay an employee for a day’s sick leave-

- (a) the wage the employee would ordinarily have received for work on that day; and
- (b) on the employee’s usual pay day.

6.4.6 An agreement may reduce the pay to which an employee is entitled in respect of any day’s absence in terms of this section if-

- (a) the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
- (b) the employee’s entitlement to pay-
  - (i) for any day’s sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
  - (ii) for sick leave over the sick leave cycle is at least equivalent to the employees entitlement in terms of subsection (6.4.2).

6.4.7 An employer may require a medical certificate before paying an employee who is absent for more than two consecutive days or who is frequently absent”.

## 6.5 Family Responsibility Leave

6.5.1 This clause applies to an employee-

6.5.1.1 who has been in employment with an Employer for longer than four months; and

6.5.1.2 who works for at least 4 days a week for that Employer

6.5.2 An Employer must grant an Employee, during each annual leave cycle, at the request of the Employee, three days paid leave, which the Employee is entitled to take -

6.5.2.1 when the Employee's child is born

6.5.2.2 when the Employee's child is sick; or

6.5.2.3 in the event of death of -

6.5.2.3.1 the Employee's spouse or life partner; or

6.5.2.3.2 the Employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

6.5.3 Subject to sub-clause 6.5.5 an Employer must pay an Employee for a day's family responsibility leave

6.5.3.1 the wage the employee would ordinarily have received for work on that day; and

6.5.3.2 on the Employee's usual pay day.

6.5.4 Before paying an Employee leave in terms of this Section, an Employer may require reasonable proof of an event contemplated in 6.5.1 for which the leave was required.

7.5.5 An Employee's unused entitlement to leave in terms of this Section lapses at the end of the leave cycle in which it accrues".

## 6.6 Trade Union Representative leave

6.6.1 Every employer shall grant:

6.6.1.1 the Trade Union representative is entitled to 8 days paid leave per annum collectively and the executives within the Bargaining Council meetings will have over and above 8 days paid leave per annum".

6.6.1.2 three days' education leave per year to normal Union representatives on full pay.

## 7. REMUNERATION

### 7.1 Payment of remuneration

- 7.1.1 Wages and overtime shall be paid in cash weekly during normal working hours on the pay-day or on termination of employment if this takes place before the ordinary pay-day. The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday: Provided that by agreement with his employees and the trade union, an employer may arrange for the payment of wages by means of electronic transfer.
- 7.1.2 Any remuneration due to an employee in terms of this Agreement shall be handed to him in a sealed envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing the employee's name, or number and occupation, the number of ordinary hours, overtime hours or additional overtime hours worked, the remuneration due and the period in respect of which the payment is made, remuneration due in respect of work performed on a Sunday and details of any deductions made, and such envelope or container or such statement on which these particulars are reflected, shall become the property of the employee: Provided that when payment of wages is made by means of electronic transfer, these provisions shall still apply even though no remuneration is contained in the sealed envelope or container.
- 7.1.3 No premium for the training of an employee shall be charged or accepted by the employer: Provided that this Sub clause shall not apply in respect of a training scheme to which an employer is legally required to contribute.
- 7.1.4 Purchase of goods – An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.
- 7.1.5 No charge for damage done to material or deduction of any description, other than the following, shall be made from the remunerations due to an employee:
- 7.1.5.1 Except where otherwise provided in this Agreement, an amount proportionate to any period when an employee is not at work otherwise than on the instructions or at the request of his employer;
  - 7.1.5.2 with the written consent of the employee, deduction for sick, insurance, pension or other similar funds;
  - 7.1.5.3 with the written consent of the employee, deductions for contributions to the funds of the trade union;
  - 7.1.5.4 contributions in terms of Clause 12 of Part I of this Agreement.

- 7.5.1.5 Any amount which an employer is compelled by any statutory law, ordinance or legal process to pay on behalf of an employee;
- 7.5.1.6 Any amount that may be set off in accordance with common law against any debt owing to an employer by an employee;
- 7.5.1.7 Subject to the provisions of Clause 5.4 a deduction proportionate to the amount of short-time worked;
- 7.5.1.8 A deduction proportionate to any time that an establishment may be closed by a mutual arrangement between the employer and not less than 75 per cent of his employees.

## **7.2 Wages**

- 7.2.1 Subject to the provisions of Clauses 7.1 and 4 of this Part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Part II of this Agreement.
- 7.2.2 Notwithstanding anything to the contrary contained herein, the wage of an employee – who on 1 July 1998 is in receipt of a wage prescribed for the class of work on which he was engaged and who is still in the employ of the same employer on the same class of work shall with effect from the date on which this Agreement comes into operation be increased by an amount equal to the difference between the wage specified as at 1 July 1998 and the wage prescribed in Part II of this Agreement for the class of work on which he is employed.
- 7.2.3 The provisions of sub-clause 7.2.2 shall not apply to casual, clerical and temporary employees.
- 7.2.4 Calculation of monthly wage – Whenever the wage due to an employee is, in terms of Clause 7.1.1, paid monthly, the amount of such wage shall be calculated at the rate of four and a third times the wage specified in Sub clause 7.2.1 for an employee of his class.

## **7.3 Payment for overtime and for work performed on a Sunday**

- 7.3.1 All time worked in excess of the weekly or daily hours laid down in Clause 5.1 of this Part of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of Clause 5.1.4 of this part of the Agreement, shall be regarded as overtime and be subject to the provisions of subclause 7.3.1.2, be paid for as follows for each hour or part of an hour so worked:
  - 7.3.1.1 For any time worked after the ordinary finishing time and up to 22h00 on any day from Mondays to Fridays or up to 18h00 on Saturdays, at the rate of one and a half times the hourly rate of the employee concerned;

- 7.3.1.2 for any time worked between 22h00 and the ordinary starting time from Mondays to Fridays, or after 18h00 on Saturdays, at double the hourly rate of the employee concerned.
- 7.3.2 Payment for work on Sunday – whenever an employee works on a Sunday his employer shall pay the employee remuneration at the rate of not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.
- 7.3.3 All overtime worked on any day from Monday to Friday shall, within seven days of the date on which the overtime was worked, be notified in writing to the Council by the employer concerned.
- 7.3.4 Notwithstanding the provisions of Sub clause 7.3.1, where in any one week an employee absents himself from work during any or all of the ordinary hours observed in the establishment concerned, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary wage: Provided that-
- 7.3.4.1 if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary wage;
- 7.3.4.2 where an employee is absent from work with the permission of his employer, or on a public holiday referred to in Sub clause 6.2.1, or absent on account of sickness, the provisions of this Sub clause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate as proof of cause of absence; and
- 7.3.4.3 such ordinary hours not worked, shall firstly be deducted from all overtime hours worked during the hours specified in Sub clause 7.3.1.1 and if the ordinary hours of work on which an employee is absent in any one week is in excess of such overtime worked, the excess shall then be deducted from overtime worked during the hours specified in Sub clause 7.3.1.2, but excluding aforementioned overtime so worked on Saturdays and time worked on Sundays, and any remaining time after such aforesaid deduction shall be paid for in accordance with sub clause 7.3.1.2.
- 7.3.5 Payment for overtime – In respect of drivers engaged in the transport of furniture, an employer shall pay to such employee in respect of all overtime worked, remuneration at a rate of not less than one and a third times his

ordinary wage: Provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

- 7.3.5 Savings – the provisions of clauses 5.1.1.3, 5.1.5 and 5.1.7 shall not apply to an employee while he is engaged in the performance of emergency work.

#### **7.4 Employees receiving higher wages than those specified**

An employee for whom wages are prescribed in Part II of this Agreement and who at the date of the commencement thereof is receiving a higher wage than the rate prescribed for such class of work shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such time: Provided that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

#### **7.5 Employees engaged in more than one operation (differential wage)**

- 7.5.1 An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution thereof, work of another class for which either-

7.5.1.1 a wage higher than that of his own class; or

7.5.1.2 a rising scale of wages terminating in a wage higher than that of his own class; is prescribed in Part II of this Agreement, shall pay to such employee in respect of that day-

7.5.1.2.1 in the case referred to in Sub clause 7.5.1.1, not less than the daily wage calculated on the highest hourly rate; and

7.5.1.2.2 in the case referred to in Sub clause 7.5.1.2, not less than the daily wage calculated on the highest hourly rate for the higher class;

Provided that where the difference between classes is, in terms of Part II of this Agreement, based on experience, the provisions of this Clause shall not apply.

#### **7.6 Holiday Fund**

7.6.1 The Fund known as the Eastern Cape Province Furniture Central Holiday Fund is hereby continued. Every employer shall each week pay into the Fund a percentage of the actual remuneration, excluding bonus payments, earned by each of his employees during that week. When making such payment the employer shall furnish a statement in the form specified in Annexure A to this Part of this Agreement.



7.6.2 The percentage of actual remuneration referred to in 8.6.1 shall be paid as follows:

- 12,5% of actual remuneration for 39 hours worked in terms of the industry Agreement or where the Employee has worked less than 39 hours on account of illness and a Medical Certificate has been produced or permission for absence has been granted to the Employee
- 6% of actual remuneration if the Employee has worked less than 39 hours in the week due to late coming and absence without prior permission from the Employer.
- 6% of actual remuneration for all hours of the week that are paid at overtime rates.

7.6.2.1 For the purpose of an employee employed as a security guard, absence from work, to the extent that it reduces his ordinary hours of work to not less than 44 hours in anyone week, shall not serve to reduce the benefit payable to the aforementioned employee in terms of clause 7.6.2: Provided that the aforementioned absence can be justified on the basis of reasons beyond the control of the employee in question: Provided further that where the said employee's absence reduces his ordinary hours of work to less than 44 hours in any one week, then in that event clause 7.6.2 shall apply with the necessary changes.

7.6.3 Holiday funds monies accrued in terms of Sub clause 7.6.1 hereof shall be paid to the Secretary of the Council not later than the 10<sup>th</sup> day of the month following the month in which they are accrued.

Should any amount due in terms of this Clause not be received by the Council by the 10<sup>th</sup> day of the month following the month in respect of which it accrues, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 2 per cent per month or part thereof from such 10<sup>th</sup> day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or apart thereof.

An employer who is in arrears with payments and who fails, after having been warned in writing by the Secretary, to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Secretary in writing to do so, submit the amounts week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the statement referred to in this clause. An employer to whom the provisions of this paragraph have been applied may only revert to the payment of amounts payable in terms of this clause on the monthly basis on being notified by the Secretary thereto in writing.

7.6.4 Amounts payable in terms of Sub clause 7.6.1 hereof shall be paid by the employer in addition to any wage or overtime pay payable to an employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such employee.

7.6.5 The Council shall keep a record of the amount paid in respect of each employee into the Central Holiday Fund in terms of Sub clause 7.6.1.

- 7.6.6 The Central Holiday Fund shall be utilised for the purpose of distribution to employees of a holiday bonus to be paid on the last working day of the year or on the 15<sup>th</sup> of December, whichever is the earlier:

Provided that any employee who defaults in respect of attendance on working days following the 15<sup>th</sup> of December shall be penalised to the effect that he/she receive his/her holiday bonus for the following year only on the last working day of that year.

- 7.6.7 The Council may invest any of the moneys belonging to the Central Holiday Fund on fixed deposit or on call with any registered banking institution and interest accruing from such investments shall accrue to the general funds of the Council for the purpose of financing the Council's administration of the Fund.

- 7.6.8 Moneys due to employees who cannot be traced and who have not claimed payment within a period of three years from the date on which the moneys became payable, shall accrue to the general funds of the Council.

- 7.6.9 Should the estate of an employer be sequestrated, or a company which is an employer be placed in liquidation, and any moneys due by such employer to the Council in terms of Sub clause 7.6.1 hereof in respect of any period not exceeding 12 months, not having been paid, the employee in respect of whom the money is due shall be deemed to be entitled, on such sequestration or liquidation, to one and a half days' leave for each month of such period not exceeding 12 months.

- 7.6.10 Any employee for whom payments have been made in terms of clause 7.6.1 and whose services have been terminated shall be entitled to receive immediate payment from the Council an amount equal to that which the Council has received to date in terms of clause 7.6.1 in respect of that employee. Any amounts still payable to the employee in terms of clause 7.6.1 shall be paid to him/her by the respective employer with his/her final pay packet.

- 7.6.11 A public accountant, who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Central Holiday Fund at least once annually and, not later than 31 December in each year, prepare a statement showing-

7.6.11.1 all moneys received in terms of this Clause;

7.6.11.2 expenditure incurred under all headings during the 12 months ended 31 December, preceeding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

- 7.6.12 True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than

three months after the close of the period covered thereby, be transmitted by the Council to the Registrar of Labour Relations.

- 7.6.13 In the event of the expiry of this Agreement by effluxion of time or any other cause, the Fund shall be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the original Fund was established.
- 7.6.14 In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 61(5) of the Act, during any period in which this Agreement is binding, the Council shall continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes:

Provided, however, that any vacancies occurring on such Council may be filled by the Registrar of Labour Relations from employers and employees in the Furniture Manufacturing Industry, Eastern Cape, to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council and who shall possess all the powers of such Council for that purpose.

Upon expiry of the Agreement, the Fund shall be liquidated in the manner set forth in Sub clause 7.6.15 of this clause, and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 60 of the Act, as if it formed part of the general funds of the Council.

- 7.6.15 Upon liquidation of the Fund in terms of subclause 7.6.13, the moneys remaining to the credit of the Fund after payments of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.
- 7.6.15 AWOL for the purpose of the Holiday Fund clause shall be defined as follows:
- Failure to report for duty without a Sick Leave Certificate after absence for medical reasons.
  - Late coming at the beginning of a shift.
  - Leaving the workplace without permission.
- 7.6.17 If an Employee works a full year and his/her final Holiday Fund Payout is less than the equivalent of 3 weeks wages as a result of short-time, the Employer shall make up the difference between the Employee's actual payout and the amount of 3 week's wages.

## 7.7 Two – Shift Work

- 7.7.1 Should an employer require his establishment to operate both day and night, any shift started after the finishing time of the day shift shall be regarded as night shift work. All employees for whom wages are prescribed in this Agreement and who are required or permitted to perform night shift work, must, in addition to the prescribed wage rate, receive an additional 10 per cent of the prescribed rate for all time worked during the night shift.
- 7.7.2 Time worked by an employee after the completion of his usual shift in the establishment concerned, shall be regarded as overtime and shall be paid for at the rates prescribed in Clause 7.3.
- 7.7.3 Notwithstanding anything to the contrary contained in this Clause, the employer shall pay to every employee who performs night shift work for a continuous period of five working days, wages at 40 times the hourly rate, irrespective of whether the full 40 hours are worked or not.
- 7.7.4 Notwithstanding the provisions of this clause, individual employers and their respective employees may determine the operation of their night shift and notify the Council of such arrangements, on which notification the Council shall grant an exemption: Provided that a copy of the agreement to work night shift shall be submitted with the application for exemption.

## 7.8 Three – Shift Work

7.7.1 Notwithstanding the provisions of Clause 7.7, an employer may require his establishment to operate both day and night on a three-shift system as follows:

- 7.8.1.1 A morning shift of seven and a half hours, excluding meal intervals, operating from Monday to Saturday, which shall be paid for at the ordinary hourly rate of remuneration for the period worked, except in respect of the Saturday shift when the normal overtime provision shall apply;
- 7.8.1.2 an afternoon shift of seven and a half hours, excluding meal intervals, operating from Monday to Friday, which shall be paid for at the ordinary hourly rate of remuneration for the period worked.

Notwithstanding the above, the employee shall not receive less than 40 times the ordinary hourly rate of remuneration in respect of the week during which he is on afternoon shift, subject to the provisions of Part I, Clauses 5.4 (short-time), 6.1 (Annual Leave), 6.2 (Public Holidays), 7.6 (holidays), and Clause 6.4 (sick leave).

- 7.8.1.3 a night shift of seven and a half hours, excluding meal intervals, operating from Sunday to Friday, which shall be paid for at the ordinary hourly rate of remuneration for the period worked from Monday to Friday and at double the ordinary rate of remuneration for the Sunday shift.

## 7.9 Incentive Bonus

7.9.1 Subject to the conditions that no employer shall pay and no employee shall accept remunerations at rates less than the rates prescribed in Part II of this Agreement, an employer may base an employees' remunerations on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive bonus scheme, the terms of which have been agreed upon as set out in Sub clauses 7.9.2, 7.9.3 and 7.9.4.

7.9.2 Any employer who wishes to introduce an incentive bonus scheme shall set up a joint committee of representatives of the management and the employees, which, after consultation with the trade union party to this Agreement whose members are involved, may agree upon the terms of any such scheme.

7.9.3 The terms of any such incentive bonus scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied or terminated by either party unless the party wishing to vary or terminate the Agreement, has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.

7.9.4 An employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under the incentive bonus rates agreed upon in terms of this Clause.

7.9.5 The provisions of this Clause shall not apply to apprentices.

## 7.10 Subsistence allowance

7.10.1 Whenever the work of an employee, for whom wages are specified in Part II of this Agreement, precludes him from returning to his home for his night's rest, shall be paid in addition to his ordinary remuneration, a subsistence allowance of not less than-

7.10.1.1 where it is necessary for the employee to obtain an evening meal and bed: R6,85.

7.10.1.2 where it is necessary for the employee to obtain an evening meal, bed and breakfast: R9, 13.

7.10.1.3 where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R11,42.

## 7.11 Long Service

Employers shall recognise consecutive years of long service within the same company in the Industry with the following awards: 15 years' service – silver certificate and R200; 20 years' service – gold certificate and R400; and 25 years' service – diamond

certificate and R800: Provided that recognition of prior consecutive years of service shall apply only to the extent that such service would qualify an employee for an award in recognition of the succeeding anniversary period of either 15 years, 20 years or 25 years: Provided further that any employer providing a benefit in recognition of years of service, which benefit being more favourable than the benefit provided for herein, shall be exempt from applying the Industry benefit. Any award made and payable in terms hereof, shall be so done at annual shutdown in the year in which the award becomes due.

#### **7.12 Severance pay**

Employers shall negotiate with the trade union party on matters of severance benefits at plant level, as and when the need arises therefore.

### **CLAUSE 8: PROHIBITIONS**

#### **8.1 Piecework**

No employer shall require or allow any person to work piece-work or any other system by which earnings are based on quantity of work done, except as provided in Clause 7.9.

#### **8.2 Outwork**

- 8.2.1 No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere than in his establishment, except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture in premises owned or occupied by the person for whom the work is undertaken.
- 8.2.2 No employee engaged in the Furniture Manufacturing Industry shall solicit or take orders for, or undertake any work in connection with the Furniture Manufacturing Industry on his own account for sale or on behalf of any other person or firm for reward, whether for remuneration or not, whilst in the employ of any employer in such industry.
- 8.2.3 No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry, except such outwork as is provided for in Sub clause 8.2.1, in any premises other than premises registered under the Occupational Health & Safety Act, 1993 No. 85 of 1993 or in workrooms registered with the Council and used solely for work in the Furniture Manufacturing Industry.
- 8.2.4 No employer shall give out any work in connection with the manufacturing of furniture, either in whole or in part, irrespective of the materials used, except such outwork as is provided for in Sub clause 9.2.1, other than in premises subject to registration in terms of the Occupational Health & Safety Act, 1993 No. 85 of 1993, or in workrooms registered with the Council and used solely for work in the Furniture Manufacturing Industry.

### 8.3 Employment of minors

No person under the age of 16 year shall be employed by the Industry.

### 8.4 Working proprietor, partner, director or member

8.4.1 All working proprietors, partners, directors and members shall observe the recognised hours specified for employees in this Agreement.

8.4.2 No person shall be capable of being employed to perform any of the work specified in Part II of this Agreement as a working proprietor, partner, director or member unless –

8.4.2.1 the relevant employment is in terms of an Agreement in writing, which cannot be terminated by any party thereto, giving notice to this effect of less than 3 months; and

8.4.2.2 the amount and benefits received by the person in terms of the aforementioned employment over any period specified, exceeds the remuneration and the benefits he would have been entitled to receive for his services for the same period in terms of the provisions of this Agreement.

### 8.5 Abatement of wages

No employee, while in the employ of an employer, shall give to, and no such employee shall receive from such employer any gifts, bonus, loan, guarantee or refund either in cash or in kind which will in effect amount to an abatement of the wages which must, in terms of this Agreement, be paid to such employee.

## 9. EXHIBITION OF AGREEMENT

Every employer on whom this Agreement is binding must-

- (a) keep a copy of that collective agreement in the workplace at all times;
- (b) make a copy of that collective agreement available for inspection by any employee; and
- (c) give a copy of that collective agreement-
  - (i) to an employee who has paid the prescribed fee in regulation 8 of the General Administrative Regulations to the Labour Relations Act, 1995;
  - (ii) free of charge, on request, to an employee who is a trade union representative or a member of a workplace forum.

Shall display in his establishment a legible copy of this Agreement in two official languages and in a conspicuous place where it is readily accessible to his employees.

## 10. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion and rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

## 11. AGENTS

11.1 The Minister shall appoint at the request of the Council, one or more specified persons who shall be designated as an Agent in terms of Section 33 of the Act, to assist in giving effect to the terms of this Agreement. The agent shall have the right to-

11.1.1 enter, inspect and examine any premises or place in which the Furniture Manufacturing Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

11.1.2 orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employee to answer the questions put;

11.1.3 require the production of any notice, book, list or document which is in terms of this Agreement required to be kept, exhibited or made, and inspect and copy the same;

11.1.4 require the production of and inspect, examine, and copy all pay sheets or books wherein an account is kept of actual wages paid to an employee for whom wages are prescribed in this Agreement.

11.2 The designated agent, when entering, inspecting or examining any such place, may take with him an interpreter.

11.3 Every person upon whom the provisions of this Agreement are binding shall grant the designated agent all facilities referred to.

11.4 All complaints by anyone falling within the jurisdiction of the Council including the parties to the Council in respect of the application of this Agreement shall be lodged through the Secretary of the Council in writing.

## 12 EXPENSES OF THE COUNCIL

12.1 For the purpose of meeting the expenses of the Council, every employer shall deduct R1.50 per week from the wages of each of his employees: Provided that no deductions shall be made from the wages of employees (other than learners and apprentices) where less than 24 hours per week are worked.

12.2 To the aggregate of the amounts so deducted the employer shall add an equal amount and forward the total sum not later than the 10<sup>th</sup> day of the following month to the Secretary of the Council, P O Box 3220, North End, Port Elizabeth, 6056, together with such statements as the Council may from time to time determine.



- 12.3 Should any amount due in terms of this Clause not be received by the Council by the 10<sup>th</sup> day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 2½ per cent per month or part thereof from such 10<sup>th</sup> day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.
- 12.4 An employer who is in arrears with payments and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due.
- 12.5 The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the statement referred to in this clause. An employer to whom the provisions of this paragraph have been applied may only upon being notified by the Council in writing to revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of the second paragraph.

### 13. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- 13.1 Every employer who has not already done so in pursuance of any previous agreement shall within one month from the date on which this Agreement comes into operation and every employer entering the Industry after that date shall within one month of commencement of operation by him, forward to the Secretary of the Council the following particulars, which shall be in writing and signed by the employer:
- 13.1.1 His full name (where the business is a company or partnership, the full name of the responsible manager and/or partners must be furnished);
- 13.1.2 his address where the business is carried on and the residential addresses of the persons referred to in Sub clause 13.1.1;
- 13.1.3 the trade or trades carried on by him in the Industry;
- 13.1.4 the names of his employees and the occupations in which they are employed.
- 13.2 Where the employer is a partnership, information in accordance with subclause 13.1 regarding each of the partners, as well as the title under which the partnership operates, shall be furnished.
- 13.3 Written notification shall be sent to the Council by every employer of an alteration in respect of any details supplied in terms of Sub clause 13.1 and such notification shall be given within 14 days of such alteration.
- 13.4 Every employer in the Industry, at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date, shall, within seven days of such date or on the date on which such employer commences operations, as the case may

be, lodge with the Council a cash amount or guarantee acceptable to the Council to cover the payment in respect of his employees as follows:

13.4.1 One week's wages;

13.4.2 six weeks' levies and contributions in respect of-

13.4.2.1 Holiday Bonus Fund contributions in terms of Clause 7.6;

13.4.2.2 levies to the Council in terms of Clause 12;

13.4.2.3 Training Fund contributions in terms of Clause 4 of the Training Fund Agreement;

13.4.2.4 Provident Fund contributions in terms of Clause 7 of the Provident Fund Agreement.

13.5 Where the cash amount or guarantee lodged by an employer is insufficient to cover the payment of wages and levies/contributions referred to in sub clause 13.4, the employer shall on demand by the Council increase the cash amount or guarantee to an amount sufficient to cover such payment.

An employer shall be permitted to reduce the amount of his cash amount or guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no reduction of the amount of any cash amount or guarantee shall be required or permitted at intervals of less than six months: Provided further that the minimum amount shall not be less than R500 at any given time.

13.6 The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council in terms of Sub clause 13.4, to pay any amount which may be due to the Council by such employer in respect of levies and contributions or to pay any wages, which may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved: Provided that the total claim in respect of any one or more employees shall not exceed the total amount of the cash amount or guarantee lodged with the Council: Provided further that the amount any employee is entitled to claim as wages shall not exceed that portion of the cash amount or guarantee lodged with the Council which represents wages.

#### **14. SUBSCRIPTION TO REGISTERED TRADE UNION AND REGISTERED EMPLOYER'S ORGANISATION**

14.1 An employer shall deduct from the wages of his employees the amount of the employees' trade union subscriptions and shall by not later than the 10<sup>th</sup> day of each month following that on which they were due, forward the amount so deducted to the Secretary of the Council, P O Box 3220, North End, Port Elizabeth, 6056, submitting at the time of payment an extract from his wage register showing the names of employees and the period worked by each in respect of the amount forwarded.

14.2 Every employer who is a member of the employers' organisation shall forward his subscriptions by not later than the 10<sup>th</sup> day of each month following that in respect of which they are due, to the Secretary of the Council, P O Box 3220, North End, Port Elizabeth, 6056, together with a statement in such form as may be specified by the Council from time to time.

14.3 The subscriptions received by the Council in terms of Sub clauses 14.2 and 14.3 shall be forwarded to the relevant organisations by the Secretary of the Council.

14.4 Employers shall be penalised for the late payment of Union subscriptions by applying the maximum rate of interest stipulated in the Usury Act. Cognisance shall be taken of any postal delays before the implementation of such a penalty.

### **15. TRADE UNION REPRESENTATIVES ON THE COUNCIL**

Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.

### **16. KEEPING OF RECORDS**

The time and wage records which are required to be kept in terms of section 205 of the Act shall be kept in a legible manner in ink.

### **17. EXISTING CERTIFICATE**

Notwithstanding the expiry of any previous agreements for the Industry, the Council shall continue to administer all or any learner ship certificates issued under such previous agreements until such certificates shall expire by the effluxion of time or otherwise have been cancelled or withdrawn by the Council.

### **18. PROVISION OF TOOLS, UNIFORMS, OVERALLS AND/OR PROTECTIVE CLOTHING**

18.1 Cabinetmakers' benches, clamps, hand screws, glue pots and all brushes shall be provided by the employer.

18.2 The employer shall, at his expense, insure against loss or destruction by fire, or burglary on the factory premises, the tools of the cabinetmakers in his employ. In this connection each cabinetmaker shall be obliged to submit, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools.

18.3 An employer shall supply and maintain in good condition, free of charge, any uniforms, overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee, and such uniforms, overalls and/or protective clothing shall remain the property of the employer.

## 19. COMPULSORY RETIREMENT AGE

- 19.1 Subject to the provisions of Sub clause 19.3 hereof, any employee who is employed in the Industry, shall retire at the age of 65.
- 19.2 Subject to the provisions of Sub clause 19.4 hereof, any employee who is employed in the Industry at the date upon which this Agreement comes into operation and who has attained the age of 60 years or more, may retire with three months notice on or before his 65<sup>th</sup> birthday but shall retire on reaching the age of 65 years.
- 19.3 The provisions of Sub clause 19.1 shall apply to any employee who was previously employed in the industry and who has not been employed in the industry for the period of 28 consecutive weeks prior to the date upon which this Agreement comes into operation.
- 19.4 Any employer who is registered with the Council in terms of Clause 13 of the Agreement, and every employee who is employed in the Industry as at the date upon which this Agreement comes into operation, shall submit acceptable documentary proof of the employee's age to the Council.
- 19.5 The provisions of Sub clause 19.4 shall also apply to any employer and employee who enters the Industry after the date upon which this Agreement comes into operation.
- 19.6 Any person presently employed at an employer who has attained the age of 65 years or more shall retire after one year as from when the Agreement comes into operation.

## 20. TERMINATION OF CONTRACT OF EMPLOYMENT

- 20.1 An employer or his employee, other than a casual employee, shall give not less than 24 hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment, or an employer or employee may terminate the contract of employment without notice by the employer paying the employee or the employee forfeiting or paying to the employer not less than -
- 20.1.1 in the case of 24 hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination, divided by six in the case of an employee who works a six -day week and by five in the case of an employee who works a five-day week;
- 20.1.2 in the case of a week's notice, the weekly wage which the employee was receiving immediately before the date of such termination: Provided that this shall not affect -
- 20.1.2.1 the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- 20.1.2.2 any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

- 20.1.2.3 the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.
- 20.2 When the agreement is entered into in terms of the second proviso to Sub clause 20.1, the payment in lieu of such notice shall be proportionate to the period of notice agreed upon.
- 20.3 The notice referred to in Sub clause 20.1 shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of Clause 6.1 or on sick leave in terms of Clause 6.4 or whilst undergoing any military service, in pursuance of the Defence Act, 1957.

## 21. CERTIFICATE OF SERVICE

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, furnish the employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

## 22. LOGBOOK

- 22.1 Every employer shall provide a log-book with duplicate folios for the use of each driver as nearly as practicable in the following form:

### DAILY LOG

Name of employer .....

Name of driver .....

Type of vehicle and unladen mass thereof .....

Number of trailers attached to vehicle and unladen mass of each trailer .....

Time of starting work .....

Time of finishing work .....

Number of ordinary hours worked .....

Number of hours overtime .....

Meal interval(s) ..... h ..... to  
..... h .....

Breakdown, accidents and/or other delays .....

Names(s) of employee(s) accompanying driver .....

.....

Date..... 20.....

Signature of driver

- 22.2 Every employee, upon being provided with the log-book referred to in subclause 22.1, unless precluded from doing so by sickness, or other unavoidable cause, shall keep the daily log-book in duplicate, as nearly as practicable in the form prescribed, in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates, deliver a duplicate completed copy thereof to his employer.

22.3 An employer shall keep permanently affixed to, or indicated on, each vehicle or trailer in an accessible place, a legible notice specifying the unladen mass of such vehicle or trailer according to the licence issued in respect thereof.

### **23. DISPUTES ABOUT INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT**

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

23.2 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.

23.3 The Secretary of the Council may require a designated agent to investigate the dispute.

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

23.5 All Conciliation hearings in terms of this clause shall be conducted in terms of Section 135 of the Labour Relations Act.

23.6 The designated agent must submit, within 7 days, a written report of the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

23.7 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) issue a compliance order; or
- (d) refer the dispute to arbitration in terms of this Agreement.

23.8 If a conciliator is appointed, 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.

23.9 If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.

23.10 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.

23.11 If a party object, the Secretary may take any of the steps referred to in sub-clause 23.6 except the issue of another compliance order.

23.12 If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.

23.13 If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the panel of arbitrators.

23.14 The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.

23.15 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.

23.16 The arbitrator must:

- (a) endeavour to conciliate the dispute; and
- (b) if the dispute remains unresolved, resolve the dispute through arbitration.

23.17 The arbitrator must conduct the arbitration in a matter that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the disputes with the minimum of legal formalities.

23.18 Subject to the arbitrator's discretion as to the appropriate form of the proceedings, 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.

23.19 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.

23.20 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.

23.21 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.

23.22 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.

23.23 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.

23.24 Notwithstanding the provisions of sub-clause 23.18, 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.

23.25 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.

23.26 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.

23.27 The arbitrator may make any appropriate award, including an order for costs, that given effect to the collective agreement.

23.28 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.

23.29 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.

## **24. RELIGIOUS HOLIDAYS**

Religious holidays falling during the annual shutdown may be exchanged subject to mutual agreement.



## 25. AGENCY SHOP

- (1) For the purpose of this clause -
- (a) “agency shop” means the compulsory deduction of agency fees from the wages of Employees who are not members of the trade union party to this Agreement;
  - (b) “representative trade union” means a registered trade union, or two or more registered trade unions acting jointly, whose member are a majority of the Employees employed –
    - (i) by an Employer in a workplace; or
    - (ii) by the members of an employer’s organisation in a sector and area in respect of which the agency shop agreement applies.
- (2) (a) An Employer must deduct an agreed agency fee from the wages of Employees identified in the Collective Agreement who are not members of the representative trade union but are eligible for membership thereof.
- (b) Employees who are not members of the representative trade union are not compelled to become members of the trade union.
- (c) The agency shop agreement is binding on Employees who are not members of the representative trade union. Employees working less than 3 working days in a pay cycle will be exempted.
- (3) (a) The agency fee must be equivalent to –
- (i) the amount of the subscription payable by the members of the representative trade union;
  - (ii) if the subscription of the representative trade union is calculated as a percentage of an Employees salary, that percentage; or
  - (iii) if there are two or more registered trade unions party to the Agreement, the highest amount of the subscription that would apply to an Employee.
- (b) Any agency fee monies deducted by the Employer from any non-union Employees shall be deposited into a separate account administered by the representative trade union by not later than the tenth day of the month following the month during which the deduction are made.
- (c) The payment must be accompanied by a schedule –
- (i) stating the date of the deduction and the total of the amounts deducted; and

- (iii) listing the name and amount deducted in respect of each Employee.
- (d) The agency fee may be used only for expenditure of the trade union for the purposes of collective bargaining in the Council but may not be –
  - (i) paid to a political party as an affiliation fee or
  - (ii) contributed in cash or kind to a political party or a person standing for election to any political office; or
  - (iii) used for any expenditure that does not advance or protect the socio-economic interests of Employees.
- (4) (a) Despite the provisions of any law or contract, an Employer may deduct the agreed agency fee from the wages of an Employee without the Employees authorisation.
  - (b) Despite sub clause 3 (b), a conscientious objector may request the Employer to pay the amount deducted from that Employees wages into a fund administered by the Department of Labour.
- (5) The provisions of section 98 and 100 (b) and (c) apply, read with the changes required by the context, to the separate account referred to in subsection 3 (b).
- (6) In the registrar's office any person may inspect the auditors report, in so far as it relates to an account referred to in sub clause 3 (b).
- (7) The registrar must provide a certified copy of, or Extract from, any of the documents referred to in sub clause (6) to any person who has paid the prescribed fees.
- (8) An Employer or employer's organisation that alleges that a trade union is no longer a representative trade union in terms of sub clause 1 (b) must give the trade union written notice of the allegation, and must allow the trade union 90 days from the date of the notice to establish that it is a representative trade union.
- (9) Any person may lodge a complaint or refer a dispute in writing about the Application, interpretation or enforcement of this agency fee to the Secretary of the Council for resolution in terms of this Agreement.
- (10) If, within the 90 day period, the trade union fails to establish that it is a representative trade union, the Employer must give the trade union and the Employees covered by the agency shop agreement 30 days notice of termination, after which the agreement will terminate.
- (11) If an agency shop agreement is terminated, the provisions of sub clause (3) (b) and (5) apply until the money in the separate account is spent.

## **26. AGENCY SHOP: EMPLOYERS' ORGANISATION**

- (1) Every employer that belongs to the employers' organisation shall pay the membership fee referred to in subclause (3).

- (2) Every employer that does not belong to the employers' organisation shall pay the levy referred to in subclause (3). The employers who are not members of the representative employers' organisation are not compelled to become members of the employers' organisation.
- (3) The amount of the monthly membership fee or monthly levy shall be calculated in accordance with the following formulae:
- (i) an employer at R1.00 per month levy (exclusive of VAT);
  - (ii) an employer shall pay R1.00 (exclusive of VAT) per employee times the number of employees for whom wages are prescribed in this part of the Agreement.
- (4) Every employer shall pay the monthly amount to the Secretary of the Bargaining Council, P.O. Box 3220, North End, Port Elizabeth, 6056, before the 7<sup>th</sup> day of each month, together with an analysis of the amounts received, after withholding a collection fee as determined and agreed upon from time to time by the parties to the Council.
- (5) The Secretary shall deposit all monies received in terms of this clause into the Bargaining Council account and at the end of each month-
- (a) pay all membership fees received to the employers' organisation; and
  - (b) deposit all the levies into a separate account administered by the employers' organisation
- (6) The monies held in the separate account may be used only for expenditure incurred by the employers' organisation relating to collective bargaining or dispute resolution in the industry and may not be-
- (a) paid to a political party as an affiliation fee; or
  - (b) contributed in cash or kind to a political party or a person standing for election to any political office.
- (7) The employers' organisation shall arrange for an annual audit of the separate account within six months of its financial year by an auditor who-
- (a) conducts the audit in accordance with generally accepted auditing standards;
  - (c) reports in writing to the employers' organisation, and in this report expresses an opinion as to whether or not the employers' organisation has complied with the provisions of its constitution relating to financial matters and the provisions of subclause (6).
- (8) The employers' organisation shall submit to the Bargaining Council, within 30 days of receipt of the auditor's report referred to in subclause (7), a certified copy of that report.

- (9) Any person may inspect the auditor's report submitted to the Bargaining Council in terms of subclause (8) at the Bargaining Council Office, Chamber House, 22 Grahamstown Road, North End, Port Elizabeth.
- (10) The Bargaining Council shall provide a certified copy of, or extract from, the auditor's report to any person requesting such copy or extract.
- (11) The Independent Exemption Body may, on application from an employer who conscientiously objects to associating with persons other than those who share his religious beliefs, grant an exemption from the provisions of this clause.
- (12) Any dispute about the application, including enforcement, or interpretation of the provisions of this clause shall be referred to a conciliator and arbitrator: Provided that the parties mutually agree on such conciliator and arbitrator. If no agreement is reached within 30 days of the lodging of the dispute, the conciliator and arbitrator, who must be senior counsel, shall be appointed from the ranks of an accredited agency.

## PART II – WAGES

The minimum wage which shall be paid by an employer to each of the under mentioned classes of his employees shall be set out hereunder in accordance with the following rates:

"A" rate shall be the wage rates applicable within the Magisterial Districts of Port Elizabeth and Uitenhage.

"B" rate shall be the wage rates applicable within the Magisterial Districts of Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (C.P.), Murraysburg, Noupoot, Pearston, Richmond (C.P.), Steytlerville, Steynsburg, Uniondale, Venterstad and Willowmore, excluding Port Elizabeth and Uitenhage Districts.

### CLAUSE 1: GRADE 1: JOURNEYMAN

A rate	Per hour	B rate
R22, 57		R21, 03

Employees other than casual employees engaged in:

- 1.1 Any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of employees referred to in Clause 2 to 4 of this Part;
- 1.2 Foreman and/or supervisors;
- 1.3 Wood machinist;
- 1.4 Cabinet Maker;

- 1.5 Upholsterer;
- 1.6 Polisher;
- 1.7 Saw Doctor;
- 1.8 Welding of metal, other than spot welding;
- 1.9 Maintenance of machinery;
- 1.10 Despatch clerks, storemen, timekeepers or clerks who have subordinates reporting to them;
- 1.11 Quality control viewers who carry out inspections at any point of the manufacturing process;
- 1.12 Drives a vehicle, other than a steam wagon, the unladen mass of which, together with an unladen mass of any trailer or trailers drawn by such vehicles, exceeds 2 722kg;
- 1.13 Attending a boiler, incinerator and /or oven; First year of service – 80% of Journeyman’s rate; Thereafter the wages as prescribed in Clause 1;
- 1.14 Fork-lift driver: employees engaged in operating a fork-lift truck with a mass exceeding 2 500kg;
- 1.15 Lifting, carrying, moving or stacking goods by means of a power-driven but pedestrian-controlled vehicle;
- 1.16 Employees, engaged as apprentices in the Industry, shall be paid weekly in accordance with the apprentice’s achieved stage of training, and not less than the rates specified below:

Achieved stage of Training	Percentage of specified minimum journeyman’s rates	
	Standard 8 and below	Standard 9 and above
Pre-stage .....	A 75%	B 75%
Stage 1 .....	80%	80%
Stage 2 .....	85%	90%
Stage 3 .....	95%	100%
Stage 4 .....	105%	110%
Stage 5 .....	115%	120%

## 2. GRADE 2A + B + C: OPERATORS

### GRADE 2A:

A rate	Per hour	B rate
R20, 82		R19, 36

Employees operating the following equipment:

- 2A.1 Spindle with an automatic feeder only;
- 2A.2 router with an automatic feeder only;
- 2A.3 moulder/4 sided planer;
- 2A.4 radial arm saw/under arm cross cut saw;
- 2A.5 dimension saw;
- 2A.6 double end tenoner, rip and rebate only;
- 2A.7 rip saw with feeder;
- 2A.8 T-nut machine
- 2A.9 automatic shaper;
- 2A.10 paper roll saw;
- 2A.11 thicknesser;
- 2A.12 automatic polishing machine;
- 2A.13 panel saw;
- 2A.14 cut off and borer;

### GRADE 2B:

A rate	Per hour	B rate
R17, 90		R16, 38

Employees engaged in or as:

- 2B.1 Fixing ready can mats;

- 2B.2 setting up and operating single drum sander, open disc sander, bobbin sander, air-filled sander;
- 2B.3 boring holes;
- 2B.4 mortising on the mortise machine only;
- 2B.5 operating of the hinge recessing machine for the purpose of cutting recesses for locks and hinges;
- 2B.6 filling cushions with spring interior and/or spring units;
- 2B.7 operating a dowel insertion machine;
- 2B.8 inserting hanger bolt and bolting on a leg or screwing in a leg, but excluding the affixing of the plate and/or attachment to the carcass to take the hanger bolt;
- 2B.9 operating an edge veneering machine, but excluding edge banding;
- 2B.10 machine sanding;
- 2B.11 positioning wooden and metal lathes and crossbars to frames for upholstering;
- 2B.12 upholstering loose seats and backs of dining-room chairs only;
- 2B.13 operating veneer and laminator/paper foil presses;
- 2B.14 joining veneer by machines;
- 2B.15 edge veneering by hand;
- 2B.16 scraping, rasping and spokeshaving by hand;
- 2B.17 spot welding;
- 2B.18 despatch clerks, storemen, timekeepers or clerks who work under supervision;
- 2B.19 driving a vehicle, other than a steam wagon, the unladen mass of which, together with an unladen mass of any trailer or trailers drawn by such vehicles, does not exceed 2 722kg;
- 2B.20 operating a variety of preset presses for cutting and moulding of material;
- 2B.21 machine-minding a fully automatic wood-turning lathe;
- 2B.22 fork-lift driver: employees engaged in operating a fork-lift truck with a mass not exceeding 2 500 kg;
- 2B.23 taping veneers and attending veneer presses;

2B.24 trimming away, by hand or hand tool, excess veneer after affixing of veneer edges;

**GRADE 2C:**

A rate	Per hour	B rate
R17, 79		R16, 36

Employees engaged in or as:

- 2C.1 Bedding-making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock kapok, cotton wadding, hair, fibre, wool, feathers, grass chaff, straw, rubber or any other similar materials; or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations referred to in clause 3;
- 2C.2 weaving spring mesh;
- 2C.3 stuffing filling into mattress cases, whether by hand or machine;
- 2C.4 side stitching;
- 2C.5 tufting, whether by hand or machine;
- 2C.6 operating a border quilting machine;
- 2C.7 operating a top quality machine;
- 2C.8 preparing frames and rollers for the top quilting machine;
- 2C.9 securing, sewing or stapling interlaced pads to spring units, whether by hand or machine;
- 2C.10 filling cushions with spring interiors and/or spring units;
- 2C.11 laying out filling material upon a spring unit;
- 2C.12 securing mattress tops, whether quilted or not, in a position for building a pre-built interior or spring mattress;
- 2C.13 tape edging a spring interior mattress;
- 2C.14 roll edging a spring interior mattress
- 2C.15 applying release agent to pre-formed moulds;



- 2C.16 artisan's aid;
- 2C.17 technical assistant who assists in testing;
- 2C.18 checking, mass measuring and recording;
- 2C.19 checking, collecting and recording;
- 2C.20 bending of wire to jigs;
- 2C.21 all sewing required in the manufacturing of tops, borders, mattress cases, studio couch covers and component parts;
- 2C.22 sewing mattress handles to borders;
- 2C.23 sewing quilted borders onto mattress units prior to tape edging;
- 2C.24 closing up the mouth of the mattress by hand or machine;
- 2C.25 joining border lengths;
- 2C.26 closing pillows, cushions, bolsters;
- 2C.27 cutting tops, borders and cases;
- 2C.28 any operation or process in whole or in part, performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords, pelmets or bolsters, and cutting of material for loose seats and backs of dining-room chairs only, but excluding the cutting of covers;
- 2C.29 buttoning movable and/or loose cushions;
- 2C.30 affixing gimp and/or braid and/or box pleating, but excluding the stapling and/or tacking thereof;
- 2C.31 operating a mechanical conveyor spray unit;
- 2C.32 upholstery seamstress;
- 2C.33 packers;
- 2C.34 watchmen;

**GRADE 2D:**

<b>A rate</b>	<b>B rate</b>
..Per hour	
R16, 60	R14, 91

Sandpapering by hand and/or portable sander, regardless of whether the articles sandpapered are stationary or rotating;

### 3. GRADE 3: GENERAL ASSISTANTS

#### GRADE 3A:

<b>A rate</b>	<b>B rate</b>
R16, 60	R15, 51

Per hour

Employees engaged in the following activities:

- 3A.1 Bolting;
- 3A.2 Making and/or pointing of wooden dowels and pins by hand and/or machine;
- 3A.3 Deleted.
- 3A.4 bending of solid timber by hand or mechanical process;
- 3A.5 Filling of holes or cracks in furniture with wood filler or similar substances;
- 3A.6 Fixing bed irons, domes and sockets for castors;
- 3A.7 The application of wax;
- 3A.8 painting and/or filling edges by hand/or spray gun;
- 3A.9 removing doors and fittings prior to preparation for polishing;
- 3A.10 filling in with plaster of paris and any other filling material;
- 3A.11 bleaching furniture with acids or any other bleaching agent;
- 3A.12 stripping polished surfaces;
- 3A.13 staining, oiling, filling and/or reviving;
- 3A.14 fixing webbing and/or substitutes, but excluding the lashing of coil springs;
- 3A.15 tacking plywood or hardboard onto loose seats for upholstery purposes;
- 3A.16 spraying metal;
- 3A.17 riempie work;
- 3A.18 teasing coir or other material by machine;

- 3A.19 stippling and punching the background of carving;
- 3A.20 knocking on T and G edge strips by hand, excluding mitred corner sections;
- 3A.21 tacking on bottoms to upholstered articles;
- 3A.22 work in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts;
- 3A.23 punching away protruding panel pins and/or nails and/or staples in the hand-sanding section;
- 3A.24 breaking up and/or cutting from self-edge to self-edge by hand of rolls or upholstery material, Hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size of pattern and/or shape ready for upholstery;
- 3A.25 fixing of handles by screws, bolts and nuts, and screw bolts through pre-bored holes;
- 3A.26 affixing of mirrors by the use of adhesive tape;
- 3A.27 bolting by hand bed mattress frames, studio couch frames and cots;
- 3A.28 preparing spools for a border quilting machine;
- 3A.29 cutting quilted borders to length;
- 3A.30 punching holes in mattress border;
- 3A.31 fitting ventilators and handles to mattress borders;
- 3A.32 feeding the interlacing machine;
- 3A.33 cutting and making pads, irrespective of materials used;
- 3A.34 positioning lathes and cross-bars, or fixing webbing to mattress or bed frames;
- 3A.35 staining mattress frames;
- 3A.36 affixing lugs to mattress frames;
- 3A.37 positioning and securing a mesh to a mattress frame;
- 3A.38 hanging loops on needles in compression tufting;
- 3A.39 loading, wheeling, and operating a cloth-spreading machine;
- 3A.40 operating a teasing machine;

- 3A.41 attending a loop making machine;
- 3A.42 attaching loop or tufts;
- 3A.43 staining and/or varnishing, by hand, frames for bedding;
- 3A.44 assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made;
- 3A.45 fixing bed irons;
- 3A.46 attaching spring units to bed frames;
- 3A.47 oiling and greasing machines and/or vehicles;
- 3A.48 lime-washing;
- 3A.49 handling materials;
- 3A.50 loading and unloading kilns;
- 3A.51 treating timber for preservation;
- 3A.52 packing articles into cartons and/or cardboard containers;
- 3A.53 packing articles in cartons and/or cardboard containers and hereafter filling and closing such cartons and containers;
- 3A.54 washing and/or wiping off glue;
- 3A.55 stripping second hand upholstery and bedding;
- 3A.56 cutting metal rods, hinges, metal tubes, metal strips, chain, wire, hoop-iron and similar materials;
- 3A.57 riveting or making threads on iron bolts and rods;
- 3A.58 operating presses of any type;
- 3A.59 loading and unloading of veneer presses of any kind, including paper/foil laminators;
- 3A.60 wrapping in paper or cardboard;
- 3A.61 insertion of rubber units into mattress cases;
- 3A.62 cutting and gluing together of rubber or substitute matters;
- 3A.63 removing, washing and/or cleaning glue and paper from pressed veneers;

- 3A.64 straightening and/or cutting hoop-iron used for webbing;
- 3A.65 filling of pillows, chair back covers, cushions and bolsters with substances or materials other than spring interiors and/or spring units
- 3A.66 cleaning metal rods;
- 3A.67 mass-measuring pillows, bolsters, quilts and cushions;
- 3A.68 stripping bedding;
- 3A.69 removing glue form furniture;
- 3A.70 bending, punching, riveting, drilling and/or assembling metal parts;
- 3A.71 glue mixing, mass-measuring and preparing;
- 3A.72 Applying and/or spreading glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts. His exclusion is not to apply to the employees referred to in paragraph 3A.76 hereunder.
- 3A.73 Operating a ten on squashing machine;
- 3A.74 Marking by template, pattern and/or jig in preparation for machine;
- 3A.75 Marking of pattern, template and/or jig;
- 3A.76 Putting together or assembling of furniture parts which are to be cramped, clamped or pressed: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in Clause 1 of this Part who are engaged in cramping, clamping or pressing shall not exceed two to one;
- 3A.77 Making and jointing sandpaper or discs and belts for open belt sanders;
- 3A.78 Taping, stapling and/or tacking veneer, plywood and hardboard onto frames or core material for pressing;
- 3A.79 Rubbing on glue blocks;
- 3A.80 Inserting corrugated fasteners in the process of assembling frames;
- 3A.81 inserting screws into pre-bored holes preparatory to screwing;
- 3A.82 affixing nuts and/or nut covers to bolts;
- 3A.83 dropping glass into pre-made grooves or rebates, but excluding the affixing of glass in position with beading and/or securing glass in any other manner;
- 3A.84 edge veneering by hand;

- 3A.85 cutting foam rubber and/or similar substances to shape and/or size;
- 3A.86 operating a foam rubber mincing machine;
- 3A.87 cutting cardboard in the upholstery section by hand and/or guillotine, but excluding the use of any other machine or the cutting of cardboard in any other department;
- 3A.88 filling loose cushion cases with filling material;
- 3A.89 knocking in wooden dowels by hand;
- 3A.90 gluing foam rubber and/or similar substances to cover material for quilting only;
- 3A.91 gluing foam rubber to timber in the case of sub-assemblies, assembled frames and/or loose parts;
- 3A.92 spreading flock on adhesive surfaces and applying the adhesive for flock only for the insides of drawers;
- 3A.93 dipping loose furniture parts in enamel, paint or lacquer only;
- 3A.94 affixing springloaded mirror clips by hand;
- 3A.95 affixing rod sockets at the point of assembly, but prior to cramping;
- 3A.96 fitting beading into grooves for edges only, but excluding panel facings;
- 3A.97 touching up at point of loading and unloading;
- 3A.98 gluing foam rubber or similar substances to foam rubber or similar substances;
- 3A.99 closing and clamping moulds which contain foam rubber or similar substances;
- 3A.100 cleaning moulds in which preformed cushions have been moulded;
- 3A.101 removing cushions from preformed moulds;
- 3A.102 filling preformed moulds with minced foam;
- 3A.103 removing and fitting preformed moulds to conveyor;
- 3A.104 fitting reinforcing foam or metal to preformed moulds before filling with liquid foam rubber or similar substances;
- 3A.105 trimming away by hand or hand tool excess veneer and excess covering material on loose seats and backs;
- 3A.106 office messengers;

- 3A.107 knocking hinges into pre-bored holes;  
 3A.108 labourers counting parts;  
 3A.109 trimming away excess face veneer after lamination or pressing.

**GRADE 3B**

<b>A rate</b>		<b>B rate</b>
	Per hour	
R12, 71		R11, 92

Employees engaged in:

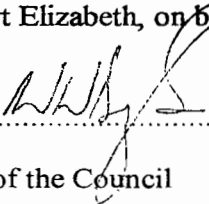
- 3B.1 Straining materials  
 3B.2 loading and unloading vacuum bag and press of any kind  
 3B.3 washing off gum or other tapes  
 3B.4 Stacking parts for pressing  
 3B.5 Assisting upholsterer in holding cover  
 3B.6 cleaning and sweeping premises  
 3B.7 Cleaning machinery, plants, tools, spray guns and utensils  
 3B.8 loading and/or unloading vehicles  
 3B.9 Pushing or pulling a vehicle or handcart  
 3B.10 delivering by a manually propelled vehicle  
 3B.11 unpacking, bailing and unbailing raw materials  
 3B.12 cleaning and blowing down of equipment  
 3B.13 making tea or other similar beverages  
 3B.14 assisting a furniture machinist in handling materials before and after machining  
 3B.15 attending to dust bags and/or cyclones from sanding machines  
 3B.16 gluing sandpaper discs  
 3B.17 beating and/or teasing coir by hand  
 3B.18 teasing coir or any other materials by hand.

An employee in either grades 3A or 3B who leaves the industry and returns within 180 days shall be eligible to be re-employed in the same grade. If he/she is, however, out of the industry for more than 180 days, then he/she could expect to be remunerated at a new entrant rate.

**4. CLAUSE 4: NEW GRADINGS  
(Employees employed after 1 July 2005)**

	<u>Minimum Rate</u>	
	A rate	B rate
	Per hour	
SKILLED WORKER: Journeyman	20, 82	19, 36
SEMI-SKILLED WORKER Operator 2A Operator 2B Operator 2C Handsander 2D	15, 92	14, 82
GENERAL WORKER General Assistant 3A General Assistant 3B	11, 88	11, 05
NEW ENTRANT (Employees employed after 1 July 2006) General Assistant	8, 49	8, 49


Signed at Port Elizabeth, on behalf of the parties, this 17<sup>th</sup> day of July 2008.



.....  
W DYERS  
Chairperson of the Council



.....  
P GERBER  
Deputy-Chairperson of the Council



.....  
T HEUGH  
Secretary of the Council