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SUID-AFRIKA

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No. 21187

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPUNE**

0800 012 322

DEPARTMENT OF HEALTH

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GOVERNMENT NOTICE

GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 485

19 May 2000

LABOUR RELATIONS ACT, 1995

FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE: EXTENSION OF CONSOLIDATED 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 Western 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 from employees in that Industry, with effect from 29 May 2000 and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 485

19 Mei 2000

WET OP ARBEIDSVARHOUDINGE, 1995

MEUBELNYWERHEID, WES-KAAPLAND: UITBREIDING VAN GEKONSOLIDEERDE KOLLEKTIEWE HOOFDOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, Wes-Kaapland 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 29 Mei 2000, en vir die tydperk van 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

SCHEDULE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE AGREEMENT

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

Cape Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' association"), 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 Western Cape.

DIVISION OF AGREEMENT

The Agreement is divided into three parts as follows:

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PART I

PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREAS COVERED BY THE AGREEMENT,
UNLESS THE CONTRARY IS STATED

A. Administrative Issues

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—
- (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 and employed in the Industry, respectively; and
 - (b) in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (C.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuils River, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, and that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice No. R. 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. R. 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, Philipstown and Prieska.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
- (a) apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
 - (b) apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998 (Act No. 97 of 1998), or any contract entered into or any condition fixed thereunder.
- (3) Clauses 1 (1) (a), 2, 9, 42 (5) and 46 of Part I of this Agreement shall not apply to employers and employees who are not members of the employers' association and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

- (1) This Agreement shall come into operation—
- (a) in respect of the parties to this Agreement, on the date of signature;
 - (b) in respect of non-parties, on such date as fixed by the Minister of Labour in terms of section 32 of the Act.
- (2) This Agreement shall remain in force until 30 June 2005.

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 references to an Act shall include any amendments to such Act and, unless the contrary intention appears, words importing the masculine gender shall also include the female and vice versa.

- (1) Unless inconsistent with the context, the following definitions shall apply to Parts I, II and III in this Agreement, and—

"Act" means the Labour Relations Act, 1995;

"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 register;
- (b) any other special or occasional payment by an employer to an employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register and which the employer can withdraw at will;

"caretaker" means an employee who is resident on the factory premises for which and for the contents of which he is responsible, who directs and supervises the cleaning staff and who may engage or discharge subordinate staff;

"casual employee" means an employee performing the operations specified in clause 13 of Part II of this Agreement and who is employed by the same employer for not more than 24 hours in any one month for a period not exceeding three months;

"compulsory retirement age" means the age of 65 years;

"Council" means the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape, registered in terms of section 29 of the Labour Relations Act, 1995;

"despatch clerk" means an employee engaged in clerical duties and who is responsible for the packing of goods for transport or delivery, and who may supervise the packing, mass-measuring and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

"driver of a motor vehicle" means an employee, other than a chauffeur, who is engaged in the delivery and transport of goods, and for the purposes of this definition, "driving of a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

"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;

"foreman and/or supervisor" means an employee who is in charge of the employees in an establishment or section or department of an establishment, who exercise control over such employees and who is responsible for the efficient performance by them of their duties;

"Furniture Manufacturing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry concerned with the manufacture, either in whole or in part, of all types of furniture, irrespective of the material used, and includes *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying, or polishing and/or repolishing; making loose covers and/or cushions and/or curtains; and/or making and/or repairing box-spring mattresses and/or frames for upholstering; wood-machining, veneering, wood-turning and carving in connection with manufacturing and/or repairing furniture; polishing and/or repolishing pianos; or manufacturing and/or staining, spraying and polishing and/or repolishing tearoom office, church, school, bar, pool and snooker tables or theatre furniture and cabinets for musical instruments and radio, wireless cabinets, television cabinets, speaker boxes, and includes the manufacture or processes in the manufacture of bedding, the definition and interpretation of which includes all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions; and also includes 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 further includes repairing, re-upholstering or repolishing furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and veneering laminated blockboard 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 rate determined in accordance with the provisions of clause 34 of this Agreement;

"learner" means an employee serving under a written contract of learnership registered or deemed to be registered under the provisions of the Skills Development Act, 1998 (Act No. 97 of 1998).

"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 supervising all or any of these operations;

"new entrant" means an employee who has not previously worked in the industry;

"normal time" means the standard minimum hours that an employee is required to work on which the employees basic weekly wage rate is paid.

"ordinary hours" means the hours between the specified starting and finishing time of work for each day of the week excluding the meal interval;

"piece work" means any system according to which payment is based on quantity or output of work done;

"probationer" means an employee employed in a trade designated under the Skills Development Act, 1998 (Act No. 97/1998), but does not include an employee performing the operations specified in clause 13 of Part II of this Agreement;

"redundancy" means that a position becomes permanently superfluous as a result of re-organisation or technological change, and that, consequently there is no foreseeable possibility of employees who lose their employment through redundancy being re-employed in their previous positions.

"registrar" means the Registrar of Labour Relations appointed in terms of section 108 of the Labour Relations Act;

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

"retrenchment" means the loss of employment as a result of a downturn in the economic affairs of an establishment.

"shop steward" means a member of a trade union who is elected to represent the employees in a workplace;

"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;

"storeman" means an employee who is in charge of stores or finished products and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store, and for delivering goods from the store to consuming departments;

"time-keeper" means an employee who superintends the clocking in and out of all employees;

"wage" means that portion of the remuneration as prescribed in Part II of this Agreement, payable in money to an employee in respect of his ordinary hours of work, or where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that so prescribed, it means such higher amount;

"watchman" means an employee who is engaged in guarding premises or other property.

4. EXEMPTIONS

- (1) The Council may grant exemption from any or all the provisions of the Agreement for any good and sufficient reason.
- (2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.
- (3) The Secretary may refer to an independent body, hereby established, to hear and decide, as soon as possible, any appeal brought by a non-party subject to this agreement against—
 - (i) the bargaining council's refusal of a non-party's application for exemption from the provisions of the collective agreement as soon as possible;
 - (ii) the withdrawal of such an exemption previously granted to a non-party by the bargaining council;
- (4) The Independent body may, having regard to the individual merits of each application, grant an exemption to an employer or an employee from this agreement if—
 - (a) it is fair to both the employer, its employees and other employers and employees in the Furniture Industry;
 - (b) it does not undermine the Agreement;
 - (c) it will make a material difference to the viability of an applicant's business; and
 - (d) it will assist to overcome economic hardship occurring during the currency of the Agreement and will save unnecessary job losses.
- (5) The Secretary of the Council shall issue to every person granted exemption a license signed by the Chairman and Secretary of the Council setting out—
 - (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted;
 - (d) the period for which the exemption shall operate; and
 - (e) the reason for the exemption being granted.
- (6) The Secretary of the Council shall—
 - (a) number consecutively all licenses issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence of the employer concerned.
- (7) All applications for exemption shall be in writing.

5. EXPENSES OF THE COUNCIL

- (1) For the purpose of meeting the expenses of the Council, every employer shall deduct 20c from the wages of each of his employees for whom a weekly wage is prescribed (other than learners and office employees).
- (2) (a) To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council.
- (b) An employer who is in arrears with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause 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. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(c) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), as amended, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its discretion to waive payment of such interest or part thereof in any individual instance. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

6. REGISTRATION OF EMPLOYERS

(1) Every employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall, within one month of the date on which this Agreement becomes binding on him, forward to the Secretary of the Council a duly completed registration form in the form specified in Annexure D to this Agreement, together with the documents specified in such Annexure.

Note: This Annexure is obtainable from the Secretary of the Council, PO Box 1123, Woodstock, 7915.

(2) Within seven days of the occurrence of any of the following events, namely:

- (a) Any change in the particulars specified in Annexure D to this Agreement; or
- (b) the sequestration of the employer's estate or the voluntary surrender thereof; or
- (c) the provisional or final winding up or the provisional or final placing of the employer under judicial management; or
- (d) the acquisition or commencement by the employer of any other business which is subject to this Agreement; or
- (e) the transfer or abandonment of the business carried on by the employer;

every employer shall furnish the Secretary of the Council with a written statement setting forth full particulars of such change or event.

7. EXHIBITION OF AGREEMENT

(1) Every employer on whom this agreement is binding must—

- (a) keep a copy of the Collective Agreement affixed in a conspicuous place where it is readily accessible to the employees at all times;
- (b) give a copy of the Collective Agreement to—
 - (i) an employee who has paid the prescribed fee in regulation 6 (1) of the General Administrative Regulations to the Labour Relations Act, 1995; or
 - (ii) free of charge, on request, to an employee who is a trade union representative or a member of a workplace forum.

8. KEEPING OF RECORDS

Every employer must keep records as required in terms of section 31 of the Basic Conditions of Employment Act, 1997 (Act No. 75/1997). These records shall be kept written in a legible and indelible manner.

9. 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. If more than one trade union representative on the Council is from the same employer, the employer shall not be expected to pay for the lost time of more than one employee while such employee is attending to or performing duties as a delegate to the Council.

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

(1) The Minister of Labour shall appoint at the request of the Council, on or more specified persons who shall be designated as agents 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—

- (a) enter, inspect and examine any premises of place in which the Furniture Manufacturing Industry is carried on at any time when he has reasonable cause to believe any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as the agent thinks fit, with respect to matters relating to this Agreement, every employee whom the agent finds in or about the premises or place and require such employee to answer questions put;

- (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;
 - (d) require the production of and inspect, examine and copy all paysheets or books wherein an account is kept of actual wages paid to an employee whose wages are fixed by this Agreement.
- (2) The agent, when entering, inspecting or examining any such place shall on request show his certificate of authority, and may take with him an interpreter.
- (3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all facilities referred to.

12. MONTHLY STATEMENT

(1) All payments to be made to the Council in terms of clauses 5, 43, 44 and 46 of this Agreement and clause 8 of the Provident Fund Agreement published under Government Notice No. R. 2013 of 11 July 1969, and clause 4 of the Training Fund Agreement published under Government Notice No. R. 1812 of 25 August 1989, shall be accompanied by a statement in the form specified in Annexure A to this Agreement.

(2) Any moneys received by the Council from an employer as payment in terms of subclause (1) shall, taking into account all amounts then owing to the Council by that employer, in the sole discretion of the Council, be allocated to and set off—

- (a) against such amounts as have, at the date of such payment, been owing to the Council for the longest period of time, regardless of the intention of or any indication given by the said employer at the time of payment in respect of allocation of such payment; or
- (b) on a *pro rata* basis, against any amounts owing to the Council.

13. AGENCY SHOP

(1) An employer must deduct an agreed agency fee from the wages of employees identified in the Agreement who are not members of the trade union but are eligible for membership thereof.

(2) For the purposes of this section, "representative trade union" means a registered trade union, or two or more registered trade unions acting jointly, whose members are a majority of the employees employed—

- (a) by an employer in a workplace; or
- (b) by the members of an employers' organisation in a sector and area in respect of which the agency shop agreement applies.

(3) (a) The agency shop agreement is binding on employees who are not members of the representative trade union.

(b) 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 employee's 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.

(c) The amount deducted must be paid into a separate account administered by the representative trade union.

(d) No agency fee deducted may be—

- (i) paid to a political party as an affiliation fee;
- (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 employee's authorisation.

(b) Despite subclause 3 (c), a conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.

(5) The provisions of sections 98 and 100 (b) and (c) of the Act apply, read with the changes required by the context, to the separate account referred to in subclause (3) (c).

(6) In the registrar's office any person may inspect the auditor's report, in so far as it relates to an account referred to in subclause (3) (c).

(7) The registrar must provide a certified copy of, or extract from, any of the documents referred to in subclause (6) to any person who has paid the prescribed fees.

(8) An employer or employers' organisation that alleges that a trade union is no longer a representative trade union in terms of subclause (1) 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) 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.

(10) If an agency shop agreement is terminated, the provisions of subclauses (3) (c) and (d) and (5) apply until the money in the separate account is spent.

14. COMPULSORY RETIREMENT AGE

(1) An employee entering the industry after 6 May 1991 shall retire at the age of 65 years.

(2) Any employer registered with the Council in terms of clause 6 of the Agreement, and every employee employed in the industry as at the date on which this Agreement comes into operation, shall submit the employee's identity number and/or other acceptable documentary proof of the employee's age to the Council.

15. WEEKLY RETURN OF EMPLOYEES

Every employer shall submit to the Council a statement in the form specified in Annexure D to this Agreement, reflecting particulars of employees engaged, discharged, or who resigned during any one week, not later than the Friday following the pay-day of the week to which the statement relates.

16. DISPUTE RESOLUTION PROCEDURE

(1) (a) In the event of a dispute arising about the interpretation or application of the Collective Agreement, the parties to the dispute must first refer the dispute to the Council for conciliation. If the dispute remains unresolved, any party to the dispute may request that the dispute be resolved through arbitration.

(b) The party who refers the dispute to the Council must satisfy the Council that a copy of the referral has been served on all the other parties to the dispute.

(2) (a) If a dispute is referred to the Council, and any party to the dispute is not a party to the Council, the Council must attempt to resolve the dispute—

(a) through conciliation; and

(b) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if—

(i) the Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or

(ii) all the parties to the dispute consent to arbitration under the auspices of the Council.

(3) The dispute resolution procedure, as per Annexure E, deals with the manner in which the Council and its conciliators conduct dispute resolution proceedings.

B. Terms and conditions of employment

17. PIECEWORK

No employer shall require or allow any person to work piecework or any other system by which earnings are based on quantity of work done, except as provided in clause 18.

18. INCENTIVE BONUS

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in subclauses (2), (3) and (4).

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which may agree upon the terms of any such scheme.

(3) The terms of any such incentive 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 by the committee 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.

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

19. OUTWORK

(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.

(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 an employer in such Industry.

(3) No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry in any premises other than premises registered under the Occupational Health and Safety Act, 1993, or workrooms which are not factories as defined in that Act.

20. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a caretaker or watchman or on the delivery of goods, or any employee in the categories specified in Government Notice No. R. 1439 of 13 November 1998, namely foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R7 454,58 per month—

- (a) to work for more than 44 hours, excluding meal intervals, in any one working week, which shall be observed on—
 - (i) Monday, Tuesday, Wednesday, Thursday, Friday; or
 - (ii) Thursday, Friday, Monday, Tuesday, Wednesday;
- (b) to work for more than nine hours, excluding meal intervals, on any one day;
- (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph, periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(2) Notwithstanding the provisions of subclause (1) (a) and (b) of this clause and save as is provided in clause 23 of Part I of this Agreement, an employer may not require or permit an employee to work overtime for a total period exceeding in any one week—

- (a) 10 hours; or
 - (b) 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.
- (3) An employee shall be deemed to be working in addition to any period during which he is actually working—
- (a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
 - (b) 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 portion of any period referred to in paragraph (b), the presumption provided for in this subclause shall not apply in respect of such employee with reference to that portion of such period.

(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 the Agreement specifying the starting and finishing time of work for each day of the week and the meal interval.

21. SHORT TIME

(1) If, owing to slackness of trade in any factory, it is found impossible to work full time, short time shall be worked by distributing the work available equally amongst the employees affected in any section: Provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short time per week are 35 hours or less over a continuous period of four weeks.

(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' wages, unless he was notified by his employer by letter or by notice in a prominent place the previous working day that his services would not be required on the day in question.

(3) The provisions of this clause shall not apply to learners who entered into a learnership contract after August 1999.

22. PAYMENT OF REMUNERATION

(1) (a) Wages and overtime shall be paid weekly in cash or, with the consent of the employee, electronically deposited into the employee's bank account within 10 minutes after the normal closing time on 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.

(b) If wages and overtime are paid electronically as per the provision of paragraph (a) of this subclause, the wages and overtime must be available on the due date and must be available for withdrawal by the advertised time of closing as provided for in clause 20 (5).

(c) Notwithstanding the provisions of paragraph (a) of this subclause, an employer and his employee may agree that the remuneration, if any, due to the employee in respect of that portion, if any, of the week immediately preceding the date upon which the employee's annual leave referred to in clause 44 (3) (a) commences, shall be paid to the employee at the same time as the employee's remuneration, if any, due to the employee in respect of the week or portion of the week immediately following the date upon which the employee's said annual leave ends.

(2) Remuneration due to employees in terms of this Agreement shall be—

- (a) if paid in cash, handed to the employee in a sealed envelope bearing on the outside the name of the employer, the date of payment, the name or number of the employee and the amount of money contained therein and how such amount is arrived at; or
- (b) if paid electronically in terms of subclause 1 (b) of this clause, the employee shall be handed a wage advice bearing on the outside the name of the employer, the date of payment, the employee's bank account details, the name or number of the employee and the amount of money electronically deposited into the employee's bank account and how such amount is arrived at;

(3) No premium for the training of an employee shall be charged or accepted by the employer.

(4) No charge for damage done to material may be deducted from any money due to any employee in terms of this Agreement.

(5) No deduction of any description shall be made from the amount due to an employee other than—

- (a) where an employee is absent from work, other than at the request or instructions of his employer, a *pro rata* amount for the actual time lost: Provided that no deduction for absence from work shall be made from the wages of an employee who is employed at a fixed weekly or monthly wage;
- (b) with the written consent of both the employer and the employee, deductions for insurance, pension or other similar funds;
- (c) contributions in terms of clauses 5, 43 and 44 of Part I of this Agreement; and the contributions as per the Council's subsidiary Provident Fund and Training Fund Agreements;
- (d) any amount paid by an employer compelled by any statutory law, ordinance or legal process to make payment on behalf of an employee;
- (e) deductions for contributions to the funds of the trade union as provided for in clause 43 of this Part of the Agreement.

23. OVERTIME

(1) Subject to this clause, an employer may not require or permit an employee—

- (a) to work overtime except in accordance with an agreement;
- (b) to work more than—
 - (i) three hours' overtime a day; or
 - (ii) 10 hours' overtime a week.

(2) (a) All time worked in excess of 44 hours of normal time in any one week, including Saturday, and any time worked outside of the specified starting and finishing time of work for each day of the week, in terms of clause 20 (5), other than time worked or deemed to have been worked on a Sunday, shall be regarded as overtime.

(b) **Payment for overtime:** An employer shall pay an employee who works overtime at a rate of not less than—

- (i) in respect of overtime up to 13 hours in any one week, one and a half times his hourly rate for each hour or part of an hour so worked;
- (ii) in respect of overtime exceeding 13 hours in any one week, double his ordinary hourly rate of remuneration.

(c) **Payment for public holidays:**

- (i) An employer may not require an employee to work on a public holiday except in accordance with an agreement.
- (ii) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay—
 - (a) an employee who does **not work** on the public holiday at least the wage that the employee would ordinarily have received for work on that day;
 - (b) an employee who **does work** or is deemed to have worked on the public holiday—
 - (i) at least double the amount referred to in paragraph (a); or
 - (ii) if it is greater, the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day.
 - (iii) if an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to—
 - (a) the employee's ordinary daily wage; plus
 - (b) the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.

(d) Sunday work:

- (i) An employer shall—
 - (a) either notify the Council in writing of his intention to perform work on a Sunday; or
 - (b) notify the Council in writing that he has performed work on a Sunday within seven days of such work being performed.
- (ii) An employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and a half times the employee's wage for each hour worked.
- (iii) If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of subclause (i) is less than the employee's ordinary daily wage, the employer must pay the employee the employee's ordinary daily wage.
- (iv) Despite subclauses (ii) and (iii), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of subparagraphs (ii) and (iii).
- (v) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work in terms of clause 20 of this Agreement regarding hours of work, but is taken into account in calculating the overtime worked by the employee in terms of clause 23 (1) (b) regarding overtime.
- (vi) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.
- (vii) (a) An employer must grant paid time off in terms of subclause (iv) within one month of the employee becoming entitled to it.
- (b) An agreement in writing may increase the period contemplated by paragraph (a) to 12 months.

(e) For any time worked in by agreement between an employer and at least 75 per cent of his employees in lieu of normal working time which will be lost owing to the closure of a factory only on any of the days mentioned in clause 44 (1), an employee shall be paid at the ordinary rate of the employee concerned: Provided that the time shall be worked in during the four weeks prior to such closure on the respective days.

(3) The provisions of subclause (2) (a) shall not apply to any of the employees specified in Government Notice No. R. 1439 of 13 November 1998, namely foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R7 454,58 per month.

24. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

(1) An employee who is included in one of the classes mentioned in Part II of this Agreement and who at the date of coming into operation of this Agreement is receiving a higher wage than the minimum for such class 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 date, subject to the condition that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

(2) An employee whose wage as at the date of coming into operation of this Agreement is in excess of the wage prescribed in Part II for an employee of his class of work shall receive an increment equal to the difference between the wage prescribed for his class of work as at the expiry of the previous year's agreement and the wages prescribed for his class of work as at the date of coming into operation of the new Agreement: Provided that this shall not apply to an employee for whom a wage is prescribed in clause 15 of Part II.

25. PROVISION OF TOOLS

(1) Benches, clamps, handscrews, gluepots and all brushes shall be provided by the employer where required.

(2) Each journeyman shall be obliged to submit to his employer, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time in order to secure adequate insurance in respect of the said tools.

(3) The employer shall, subject to the receipt of the information provided for in subclause (2), at his expense, insure against loss or destruction by fire, the tools of the journeymen in his employ.

26. WAGES

Subject to the provisions of clauses 5, 21, 22, 43 and 44 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.

27. EMPLOYMENT OF MINORS

- (1) No person shall employ a child in the Industry—
 - (a) who is under 15 years of age; or
 - (b) who is under the minimum school-leaving age in terms of any law, if this is 15 or older.
- (2) No person may employ a child in employment—
 - (a) that is inappropriate for a person of that age;
 - (b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.
- (3) A person who employs a child in contravention of subclauses (1) or (2) commits an offence.
- (4) Employment of children of 15 years or older:
 - (a) Subject to section 43 (2) of the Basic Conditions of Employment Act, 1997, the Minister may, on the advice of the Council, make regulations to prohibit or place conditions on the employment of children who are at least 15 years of age and no longer subject to compulsory schooling in terms of any law.
 - (b) A person who employs a child in contravention of subparagraph (a) commits an offence.
- (5) Medical examinations: The Minister may, after consulting the Council, make regulations relating to the conduct of medical examinations of children in employment.
- (6) Prohibitions:
 - (a) It is an offence to—
 - (i) assist an employer to employ a child in contravention of this Agreement; or
 - (ii) discriminate against a person who refuses to permit a child to be employed in contravention of this Agreement.
- (7) Evidence of Age: In any proceedings in terms of this Agreement, if the age of an employee is a relevant factor for which insufficient evidence is available, it is for the party who alleges that the employment complied with the provisions of this clause to prove that it was reasonable for that party to believe, after investigation, that the person was not below the permitted age in terms of subclauses (1) and (2) and (4).
- (8) Prohibition of forced labour:
 - (a) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.
 - (b) No person may for his or her own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of subclause (a).
 - (c) A person who contravenes subparagraph (a) or (b) commits an offence.

28. FORENOON AND AFTERNOON INTERVALS

Every employee shall be given an interval of 10 minutes both in the forenoon and afternoon each day, which shall be reckoned as time worked.

29. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

- (1) An employee who is employed during any one day on work for which different rates are prescribed, shall be paid for all the hours worked on such day at the highest wages applicable to such work.
- (2) Should any employee at any time be required to perform work for which a lower wage is prescribed than for the work which the employee normally performs, or for which the employee was engaged, the employee shall be paid at the lower rate, provided the employee has not during the day performed work for which a higher rate is prescribed.

30. ABATEMENT OF WAGES

- (1) No employee shall, while in the employ of an employer, give to and no such employee shall receive from such employer any gift, bonus, loan, guarantee or refund either in cash or in kind which will in effect amount to abatement of the wages which must in terms of this Agreement be paid to such employee.
- (2) No employee shall be required as part of his contract of service to board or lodge with his employer or at any place nominated by his employer or to purchase any goods or hire property from his employer.

31. TERMINATION OF EMPLOYMENT

- (1) Subject to subclause (4) hereof, a contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than—
 - (a) one week, if the employee has been employed for four weeks or less;

- (b) two weeks, if the employee has been employed for more than four weeks but not more than one year;
 - (c) four weeks, if the employee has been employed for one year or more.
- (2) (a) Notice of termination of a contract of employment must be given in writing, except when it is given by an illiterate employee.
- (b) If an employee who receives notice of termination is not able to understand such notice, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonable understands.
- (3) Notice of termination of a contract of employment given by an employer must—
- (a) not be given during any period of leave to which the employee is entitled in terms of clause 44 (3) (a); and
 - (b) not run concurrently with any period of leave to which the employee is entitled in terms of clause 44 (3) (a), except sick leave.
- (4) **Payment instead of notice:**
- (a) Instead of giving an employee notice in terms of subclause (1), an employer may pay the employee the remuneration the employee would have received, calculated in accordance with this Agreement, if the employee had worked during the notice period.
 - (b) If an employer gives notice of termination of employment, and the employer waives any part of the notice, the employer must pay the remuneration referred to in subclause (4) (a), unless the employer and employee agree otherwise in writing.
- (5) Nothing in this clause affects the right—
- (a) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law; and
 - (b) of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law.

32. BASIS OF PAYMENT

- (1) Notwithstanding anything to the contrary contained in this Agreement and subject to sub-clause (2) hereunder, payment for all work done shall be at the rate prescribed for the operation or operations performed.
- (2) An employee promoted by his employer to learn and perform the operation specified in clauses 4, 5, 7 and 8 of Part II of this Agreement in order to gain work experience, shall be paid as follows:
- (a) For the first four weeks he shall be paid the wage prescribed for the operation which he performed before promotion.
 - (b) Thereafter, in addition to the wage referred to in paragraph (a) above, he shall be paid 50 per cent of the difference between the wages prescribed for the operation performed before and after promotion.
 - (c) After eight weeks, he shall be paid the wage prescribed for the operation to which he was promoted.
- (3) An employee promoted in terms of this clause shall be on a trial period for 60 days after promotion.

33. NIGHT-SHIFT WORK

- (1) In this section, "night work" means work performed after 18:00 and before 06:00 the next day.
- (2) An employer may only require or permit an employee to perform night work, if so agreed, and if—
- (a) the employee is compensated by the payment of a 15 per cent allowance on their prescribed rate, in addition to their prescribed wage rate, for all time worked during the night shift, or by a reduction of working hours; and
 - (b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
- (3) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must—
- (a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands—
 - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
 - (ii) of the employee's right to undergo a medical examination in terms of paragraph (b);
 - (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards—
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
 - (ii) at appropriate intervals while the employee continues to perform such work; and

(c) transfer the employee to suitable day work within a reasonable time if—

- (i) the employee suffers from a health condition associated with the performance of night work; and
- (ii) it is practicable for the employer to do so.

(4) For the purposes of subclause (3), an employee performs nightwork on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.

(5) The Minister may, after consulting the Council, make regulations relating to the conduct of medical examinations for employees who perform night work.

(6) If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

(7) All provisions of this Agreement relating to day-shift workers shall *mutatis mutandis* apply equally to night-shift workers, and all time worked by night-shift workers after the time of their usual shift in the establishment concerned shall be regarded as overtime and paid for at the rates prescribed in clause 23 as applying to the day on which the shift is deemed to have been worked, as per subclause (6).

(8) All time worked by employees after the completion of the usual shift in the establishment concerned shall be regarded as overtime and shall be paid for at the rates prescribed in clause 23.

34. HOURLY RATE

(1) Notwithstanding anything to the contrary in this Agreement, all work performed by employees, other than employees in receipt of a fixed weekly or monthly wage, shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or such lesser number of hours ordinarily worked by an establishment.

(2) In order to determine the hourly rate of a monthly-paid employee in order to calculate the overtime pay that may be due to such employee, his monthly wage shall be divided by 4,333 and thereafter by 44 or such lesser number of hours ordinarily worked by an establishment.

(3) In determining the actual weekly or monthly wage of any worker engaged in night-shift work, there shall be included therein the additional 15 per cent of the prescribed rate referred to in clause 33.

35. SICK LEAVE

(1) In this Chapter, "sick-leave cycle" means the period of 36 months' employment with the same employer immediately following:

- (a) an employee's commencement of employment; or
- (b) the completion of that employee's prior sick-leave cycle.

(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.

(3) Despite subclause (2), during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.

(4) During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of subclause (2) by the number of days' sick leave taken in terms of subclause (3).

(5) Subject to subclause 6, 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) **Proof of incapacity:**

(1) An employer is not required to pay an employee in terms of subclause (5) if the employee has been absent from work for more than two consecutive days or on more than two consecutive occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

(2) The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of parliament.

36. TRIAL PERIOD

(1) An employee's first 15 working days of employment with his employer shall be a trial period.

(2) The termination of such employment during a trial period shall be subject to notice of one working day.

37. MATERNITY LEAVE AND TEMPORARY CONTRACT EMPLOYEES

(1) A female employee shall be entitled to unpaid maternity leave as provided hereunder: Provided that the employee has worked for the same employer for a period of 12 consecutive months (excluding unpaid leave) immediately preceding such maternity leave:

- (a) The maternity leave shall be for a period not exceeding six months, commencing one month prior to the expected date of her confinement.
 - (b) During such leave, the employee shall have a guarantee of re-employment on the same terms and conditions that applied at the date of her going on leave.
 - (c) Should such terms and conditions have altered during her maternity leave by an amendment to any of the Agreements under the Council's jurisdiction, such new terms and conditions shall the apply.
- (2) The maternity leave with the guarantee of re-employment shall be subject to the following conditions:
- (a) The employee on maternity leave shall give her employer not less than five days' notice of her intention to return to work.
 - (b) Proof of the confinement shall be submitted to the employer upon the employee's return to work in the form of a birth certificate, or death certificate in the case of a miscarriage.
 - (c) The employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary contract agreement for the period of absence of the employee who has been granted maternity leave.
 - (d) During the period referred to in paragraph (c), all the provisions of the Agreements administered by the Council shall apply to the employer and the temporary employee.
 - (e) The services of a temporary employee employed in terms of this clause may be terminated by the employer or employee as provided for in clause 28 hereof.

38. SEVERANCE PAY

- (1) On the termination of an employee's contract of employment as a result of any of the following:
- (a) Retrenchment;
 - (b) short time;
 - (c) redundancy,

such employee shall receive from his employer severance pay: Provided that the employee has served one year's continuous service with such employer.

- (2) The severance pay payable by the employer to the employee pursuant to subclause (1) above shall be the sum of—
- (a) one week's wages: plus thereafter
 - (b) one additional week's wages for each completed year of service.

39. CASUAL EMPLOYEES

- (1) A casual employee means an employee who works less than 24 working hours in a month for an employer.
- (2) Casual employees shall at any particular establishment be employed in the following ratios:

One casual employee for the first five employees in receipt of the wage prescribed in clause 13 of Part II of this Agreement, and an additional one for every additional five employees in receipt of the wage prescribed in the above clause.

- (3) No employer shall employ a casual employee for longer than three months.

40. NEW ENTRANT

A minimum wage of a new entrant shall not be less than the wage as at 30 June of the preceding year: Provided that the minimum wage of a new entrant engaged in any or all of the operations specified in clause 13 of Part II of this agreement shall not.

41. FAMILY RESPONSIBILITY LEAVE

- (1) This clause applies to an employee—
- (a) who has been in employment with an employer for longer than four months; and
 - (b) who works for at least four days a week for that employer.

(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—

- (a) when the employee's child is born;
- (b) when the employee's child is sick; or

- (c) in the event of the death of—
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (3) Subject to subclause (5), an employer must pay an employee for a day's family responsibility leave—
 - (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee's usual pay day.
- (4) An employee may take family responsibility leave in respect of the whole or a part of a day.
- (5) Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in subclause (1) for which the leave was required.
- (6) An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.

42. TRADE UNION REPRESENTATIVES

- (1) **Number of shop stewards:** In any workplace in which at least 10 members of a representative trade union are employed, those members are entitled to elect from among themselves—
 - (a) if there are 10 members of the trade union employed in the workplace, one trade union representative;
 - (b) if there are more than 10 members of the trade union employed in the work place, two trade union representatives;
 - (c) if there are more than 50 members of the trade union employed in the workplace, two trade union representatives for the first 50 members, plus a further one trade union representative for every additional 50 members up to a maximum of seven trade union representatives;
 - (d) if there are more than 300 members of the trade union employed in the workplace, seven trade union representatives for the first 300 members, plus one additional trade union representative for every 100 additional members up to a maximum of 10 trade union representatives;
 - (e) if there are more than 600 members of the trade union employed in the workplace, 10 trade union representatives for the first 600 members, plus one additional trade union representative for every 200 additional members up to a maximum of 12 trade union representatives; and
 - (f) if there are more than 1 000 members of the trade union employed in the workplace, 12 trade union representatives for the first 1 000 members, plus one additional trade union representative for every 500 additional members up to a maximum of 20 trade union representatives.
- (2) The name/s of the shop steward/s and/or senior shop steward/s elected in the employer's establishment shall be conveyed to the employer in writing by the trade union as soon as they become known.
- (3) the constitution of the representative trade union governs the nomination, election, terms of office and removal from office of a trade union representative.
- (4) A trade union representative has the right to perform the following functions:
 - (a) At the request of an employee in the workplace, to assist and represent the employee in grievance and disciplinary proceedings;
 - (b) to monitor the employer's compliance with the workplace-related provisions of this Act, any law regulating terms and conditions of employment and any collective agreement binding on the employer;
 - (c) to report any alleged contravention of the workplace-related provisions of this Act, any law regulating terms and conditions of employment and any collective agreement binding on the employer to—
 - (i) the employer;
 - (ii) the representative trade union; and
 - (iii) the Council; and
 - (d) to perform any other function agreed to between the representative trade union and the employer.
- (5) **Shop steward training:** For the purposes of attending training courses and/or training seminars arranged by the trade union which is a party to this Agreement, shop stewards shall be entitled to three day's paid leave per annum and senior shop stewards to six day's paid leave per annum with effect from the date of the coming into operation of this Agreement, subject to the following conditions:
 - (a) The cycle of shop steward leave shall commence on 1 January of each year. Leave not taken by a shop steward and/or senior shop steward shall accrue to a newly elected shop steward and/or senior shop steward during any one leave cycle. Leave shall not be cumulative nor be transferable from one employer to another.
 - (b) Shop steward leave shall be taken only during the first eight calendar months of the year.
 - (c) The trade union shall make the training course and/or training seminar content available to the employer at least seven days in advance.

- (d) Prior arrangements shall be made by the trade union with an employer for the release of the senior shop steward and/or shop stewards. Not more than 50 percent of elected senior shop stewards and/or shop stewards at any particular employer firm shall attend the training course and/or training seminar on any particular day.
- (e) A senior shop steward and/or shop stewards from any one employer firm shall not be required to attend a training course and/or training seminar on/over consecutive days.
- (f) The trade union shall furnish the employer with written proof that the training course and/or training seminar, for which purpose the paid leave was granted, was attended by the particular senior shop steward and/or shop stewards.

C. Contributions and deductions

43. TRADE UNION CONTRIBUTIONS

(1) Every employer shall each week deduct from the wages of each of his employees who is a member of the trade union which is a party to this Agreement such contribution as may be payable by such employee to that trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned.

The contributions so collected shall be paid to the Secretary of the Council not later than the 15th day of each month following that in respect of which they were due.

(2) (a) An employer who is in arrears with payments in terms of subclause (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause 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. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of subclause (1).

(b) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, 1975, as amended, calculated from such 15th 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 in any individual instance, in the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission, and interest, and thereafter in reduction of the overdue capital amount.

44. HOLIDAYS AND THE HOLIDAY AND BONUS FUND

(1) All public holidays as specified in the Public Holidays Act, 1994, or as further declared by the President of the Republic of South Africa by *Government Gazette*, as such, shall be paid public holidays in terms of this agreement.

2. Whenever a public holiday, as defined in subclause (1), falls on a Sunday, the following Monday shall be a public holiday, in terms of section 2 (1) of the Public Holidays Act, 1994.

(3) (a) Every employer shall grant his employees annual leave of 15 consecutive working days to commence not before 16 December and not later than 23 December: Provided that every employer shall advise the Council at least 30 days prior to the date on which such leave is to commence of the date on which his establishment is to close, and if no such notification is received, an establishment shall close on the afternoon of 22 December.

(b) No employer shall perform work or require or allow an employee to perform work and no employee shall undertake or perform work, whether for remuneration or not, during the annual leave referred to in subclause 3 (a).

(c) Notwithstanding the provisions of subclause 3 (b), an employer shall be entitled to perform work and/or require and/or allow an employee to perform work and an employee shall be entitled, but not obliged to undertake and/or perform work of the nature described in clause 14 (3) of Part II of this Agreement during the annual leave referred to in paragraph (a) of this subclause: Provided that—

- (i) the employer notify the Council in writing of his intention to perform such work or to require or allow an employee to perform such work, as the case may be, prior to the date upon which such annual leave is due to commence; and
- (ii) the employee(s) undertaking and/or performing such work during such annual leave be granted annual leave for a period equal to the period for which such work was undertaken and/or performed, within 90 days of the date upon which the annual leave referred to in paragraph (a) of this subclause ends; and
- (iii) all payments referred to in clause 12 shall be made in respect of any employee who undertakes or performs work for remuneration during the annual leave referred to in subclause 3 (a) and shall be accompanied by the statement referred to in such clause.

(4) (a) Every employer shall pay in respect of every employee (excluding office employees and employees in respect of whom a fixed weekly or monthly wage is payable and which wage is not subject to deductions in respect of the employee's absence from work) at the time and in the manner specified in subclause (6) hereof in respect of each period, being a week or portion of a week, where the working days are reduced by reason of the provisions of subclause (1) or (3) (a) above or where the employee undertakes and/or performs work for a portion of a week pursuant to the provisions of subclause (3) (a) above, a holiday bonus calculated on the remuneration earned by the employee during that period as follows:

- (i) Should the employee have worked the normal hours of an establishment for the said period, or should the employee have worked less than such hours and provided that the time lost by the employee does not exceed 4 hours, the holiday bonus shall be $12\frac{1}{2}$ per cent of his remuneration during that period;
- (ii) Should the time lost by the employee for the said period exceed 4 hours, the holiday bonus shall be equal to $7\frac{1}{2}$ per cent of his actual remuneration during that period;

(b) For the purposes of this subclause, any period of absence due to short time, public holidays, family responsibility leave or illness where the employee receives sick pay in terms of the sick leave provisions, clause 35, shall be deemed to be time worked.

(5) For the purposes of subclause (4), remuneration shall be calculated as follows:

- (a) The total actual remuneration earned for all time worked (i.e. ordinary and overtime hours worked, including payment for—
 - (i) paid holidays referred to in subclause (1); and
 - (ii) family responsibility leave in terms of clause 41 of Part I; and
 - (iii) illness where the employee receives sick pay in terms of the sick leave provision, clause 35;but excluding payment made in terms of an incentive scheme referred to in clause 18 and illness where the employee does not receive sick pay in terms of the clause 35); plus
- (b) the total amount of any remuneration the employee would have earned during any time he was required not to work upon the request or instruction of his employer, including any remuneration an employee would have earned during any period of absence owing to short time.

(6) (a) Subject to the provisions of subclause (5), all amounts payable in terms of subclause (4) shall be paid by the employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due.

(b) An employer who is in arrears with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause 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. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(c) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, 1975, as amended, calculated from such 15th day until the day upon which the 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 in any individual instance. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

(d) Amounts payable in terms of subclause (4) 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.

(e) The Council shall keep a record of each employee in respect of whom payments are made in terms of subclause (4) hereof into the Cape Furniture Holiday and Bonus Fund and of the amount paid to the Cape Furniture Holiday and Bonus Fund in respect of the employee.

(f) The Cape Furniture Holiday and Bonus Fund shall be utilised for the purpose of distribution to employees of holiday pay and a bonus on the following basis and operation over the following period:

Between 8 and 18 December each employee shall be paid holiday pay and a bonus equal to the amount paid into the above Holiday and Bonus Fund in terms of subclause (4) hereof in respect of the employee during the year ending on the first pay-day occurring in November of each year.

(g) The Council shall from time to time invest on fixed deposit or on call with a bank or registered building society any of the money belonging to the Cape Furniture Holiday and Bonus Fund surplus to its requirements, and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

(h) Moneys due to employees who cannot be traced and who have not claimed payment within a period of two years from the date on which the moneys become payable, shall accrue to the funds of the Council.

(i) 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 Fund at least once annually and not later than 31 March in each year and prepare a statement showing—

(i) all moneys received—

(a) in terms of subclause (4) hereof;

(b) from any other source; and

(ii) expenditure incurred under all headings during the 12 months ended 31 October preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. 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 office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than four months after the close of the period covered thereby, be transmitted by the Council to the Registrar of Labour Relations.

(j) In the event of the expiry of the Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall, during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.

(k) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding, in terms of section 59 of the Act, the Registrar of the Labour Court may appoint a liquidator from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee.

Any vacancy occurring on the committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee.

In the event of such committee 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 the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiry of the Agreement, be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in paragraph (l) and, if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in the Council's constitution as it is formed part of the general funds of the Council.

(l) Upon liquidation of the Fund in terms of paragraph (i), the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration of liquidation expenses, shall be paid into the general funds of the Council.

(7) (a) With the exception of office employees, all other employees for whom wages are prescribed in Part II of this Agreement and in respect of whom employers do not contribute to the Cape Furniture Holiday and Bonus Fund shall receive remuneration as if they had worked during the annual leave period referred to in clause 44(3).

(b) Office employees shall be granted leave of absence on full pay of not less than two consecutive weeks in respect of each period of 12 months' employment. Office employees may be required to take this leave during the annual leave period referred to in clause 44 (3), or at a date fixed by the employer: Provided that this date shall not be more than four months after the termination of the period of 12 months in respect of which the leave is due.

(8) An office employee shall, upon termination of employment, receive his full pay in respect of leave which has accrued to him but was not granted to him before the date of termination of his employment and one day's remuneration in respect of each completed month of employment after the date on which he last became entitled to leave in terms of subclause (3) (a).

(9) An employee, other than an office employee, for whom a wage rate is prescribed in Part II of the Agreement and in respect of whom no contribution is made to the Cape Furniture Holiday and Bonus Fund shall upon termination of employment receive one and a half day's remuneration in respect of each completed month of employment from 13 January.

(10) Where an employer has failed to contribute all or part of the holiday and bonus payable in terms of clause 44 by reason of—

(a) the provisional or final winding up of the employer;

(b) the provisional or final placing of the employer under judicial management; or

(c) the sequestration of the employer's estate or the voluntary surrender thereof; the employees affected thereby shall be entitled to claim from the Council holiday pay and bonus equal to their claim for holiday pay against the insolvent estate of the employer: Provided that—

- (i) no employee shall be entitled to receive an amount exceeding an amount equal to three week's pay;
- (ii) no payment to any employee in terms of this subclause shall be made unless and until the claim of such employee against the insolvent estate of his employer is ceded to the Fund, in such form as the Council may from time to time require;
- (iii) the total sum of the claims of employees payable in terms of this subclause for the current calendar year shall not exceed 10 per cent of the funds which have accrued to the Council in terms of clause 44 (6) (h);
- (iv) where the total of claims for the current calendar year exceed the amount accrued to the Council in terms of clause 44 (6) (h), then the employees shall be entitled only to an amount equal to their *pro rata* share of the amount available for distribution in terms of paragraph (iii) above;
- (v) where an amount greater than the amount paid to an employee in terms of this subclause is recovered from the insolvent estate of the employer by the Council, the excess of moneys recovered over moneys paid to the employee shall be paid forthwith to the employee upon receipt thereof by the Council.

45. SUBSISTENCE ALLOWANCE

Whenever the work of an employee for whom wages are prescribed in clauses 13 (28) and 14 (6) and (7) of Part II of this Agreement precludes him from returning to his normal place of residence for his night's rest, he shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than—

- (a) where it is necessary for the employee to obtain a bed: R45,00; or
- (b) where it is necessary for the employee to obtain an evening meal and a bed: R90,00.

46. LEVIES PAYABLE BY EMPLOYERS WHO ARE MEMBERS OF THE EMPLOYERS' ASSOCIATION

(1) Every employer who is a member of the Cape Furniture Manufacturers' Association shall forward any levy due and payable by members of the Association in terms of its constitution to the Secretary of the Council by not later than the 15th day of each month following that in respect of which such levies fall due.

(2) (a) An employer who is in arrears with payments in terms of subclause (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause 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.

An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of subclause (1).

(b) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of interest Act, 1975, as amended, calculated from such 15th 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 in any individual instance. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to forthwith pay all such collection commission, and the council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

47. BASIC COST ALLOWANCE

(1) In addition to any remuneration payable in terms of Part II, every employee (excluding office employees and monthly-paid employees) shall be paid an allowance of R4,80 in respect of every day the employee travels to work and on which the employee works at least four hours.

(2) The allowance shall be paid in cash weekly within 10 minutes after the normal closing time on pay-day, or on termination of employment if this takes place before the ordinary pay-day.

(3) The allowance shall be excluded from the actual weekly wage of an employee for purposes of calculating the hourly rate in terms of clause 34 of Part I.

(4) The allowance shall be excluded from the calculation of any deduction or contribution payable in terms of this Agreement or of any agreement administered by the Council.

PART II

MINIMUM WAGES

The wages prescribed hereunder shall apply in accordance with clause 26 of Part I of the Agreement:

1. With the exception of the employees referred to in clause 2 to 15, inclusive, hereunder, each and every employee engaged in all or any of the operations performed in the Furniture Manufacturing Industry at the date of coming into operation of this Agreement shall be paid not less than the minimum wage prescribed hereunder: Provided that any new operation introduced and not specified in clauses 2 to 15 inclusive shall be paid for at not less than the minimum wage prescribed in this clause until such time as the Council has determined the wage rate for the operation:

For the
period ending
30/6/2000

Rands per week

Minumum wage per week.....	591,10
2. Learners employed in learning the operations covered by clause 1 of Part II of the Agreement:	
For the first year, 50 per cent of the wage rate prescribed in clause 1.	
For the second year, 60 per cent of the wage rate prescribed in clause 1.	
For the third year, 70 per cent of the wage rate prescribed in clause 1.	
For the fourth year, 80 per cent of the wage rate prescribed in clause 1.	
Thereafter, the wages prescribed in clause 1.	
3. Probationers engaged in a trade or branch of a trade designated under the Skills Development Act, 1998, during the authorised probation period: 50 per cent of the wage rate prescribed in clause 1 above.	
4. Employees engaged in—	
upholstering of spring or firm bed bases	491,08
5. Employees engaged in—	461,05
(1) boring holes;	
(2) filling cushions with spring interiors and/or spring units;	
(3) fixing ready-made cane mats;	
(4) morticing on the mortice machine only;	
(5) tenoning on a single head tenoning machine only;	
(6) operating the hinge recessing machine to cut recesses for locks and hinges;	
(7) setting up and/or operating drum sander, open belt sander, wide belt sander, open disc sander, bobbin sander and air filled sander but excluding burnishing, compounding or polishing, and all other operations that can be performed on a wide belt sander;	461,05
(8) setting up and/or operating and/or performing work with one or more of the following machines;	
(a) jig saw;	
(b) guillotine;	
(c) leaf-cramp;	
(9) buttoning, other than diamond quilted buttoning where it is done by hand.	
6. Employees engaged in—	431,02
(1) applying wax;	
(2) bending or laminating solid timber by hand or mechanical process;	
(3) bleaching of furniture;	
(4) bolting all types, excluding the attachment of locks, hinges, all types or ornaments and handles not provided for in subclause (8);	
(5) burnishing and/or compounding by hand or portable sander and/or buffer;	
(6) filling holes, cracks and/or open grain surfaces of furniture with wood filler, plaster of paris or similar substances;	
(7) fitting castors, sockets, domes, thread sockets or nuts, nut covers, ferules and glides;	
(8) fixing handles by screws, bolts and nuts, and screwbolts, through prebored holes;	
(9) fixing webbing and/or substitutes, attaching of coil springs to such webbing and/or substitutes, but excluding the lashing of such coil springs, but excluding the covering of any springs in any manner whatsoever;	
(10) fixing bed irons, bed brackets, hanger bolts and plates;	
(11) hooking on helical springs and/or zigzag or no-sag type of springing;	
(12) inserting ornamental plastic or metal beading into prepared grooves;	
(13) making and/or pointing wooden dowels and pins by hand and/or machine;	
(14) painting and/or filling edges prior to polishing or spraying;	431,02
(15) riempie work (the attachment of riempies to chairs, stools and couches);	

		For the period ending 30/6/2000 <i>Rands per week</i>
(16)	removing polish or paint from polished or painted furniture;	
(17)	sandpapering by hand and/or portable sander, regardless of whether the article sand papered is stationary or rotating and/or whether the portable sander is fixed or loose;	434,24
(18)	spraying metal;	431,02
(19)	staining, oiling and/or reviving by hand only, and the removal of surplus oil and grit from interiors;	
(20)	stippling the background of carving;	
(21)	tacking on bottoms to upholstered articles and of cardboard, calico or similar material backs to upholstered headboards;	
(22)	tacking plywood on to loose seat frames prior to upholstery;	
(23)	teasing coir or other materials by machine;	
(24)	touching up by hand only furniture sprayed and finished with a pigmented but not translucent lacquer;	
(25)	unscrewing doors and fittings from furniture so that such doors and furniture can be waxed or polished;	
(26)	attaching mirrors by means of adhesive tape;	
(27)	feeding and/or off-loading and/or operating flow-coating machines, but excluding the setting up thereof;	
(28)	stapling gauze on to loudspeakers and/or other panels;	
(29)	making moulded embellishments for carving only;	
(30)	all bolting, including the bolting of fittings;	
(31)	tacking or stapling cardboard to any substitutes to bare frames.	
7.	Employees engaged in—	466,08
(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, cotton wadding, hair fibre wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interiors, all types of wire springs, chain and/or spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts; the knocking on and/or hooking on of spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations contained in clauses 8, 9 and 14 (9);	
(2)	filling of cushions with spring interiors and/or spring units;	
(3)	laying out filling material upon a spring unit used in mattresses and cushions;	
(4)	operating a top-quilting machine;	
(5)	preparing frames and rollers for the top-quilting machine;	
(6)	roll edging by hand or machine;	
(7)	securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress;	
(8)	securing, sewing or stapling interlaced pads to spring units, whether by hand or machine;	
(9)	side stitching borders;	
(10)	stuffing filling into mattress cases, whether by hand or machine;	
(11)	tape edging a spring interior mattress;	
(12)	tufting by hand or machine;	
(13)	weaving spring mesh.	
8.	Employees engaged in—	451,64
(1)	all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;	
(2)	closing up, by hand or machine, the mouth of a mattress;	
(3)	closing pillows, cushions, and bolsters;	

For the
period ending
30/6/2000

Rands per week

- | | |
|---|--------|
| (4) cutting tops, borders and cases for mattresses, covered bed bases and bedpillows; | |
| (5) joining border lengths; | |
| (6) operating a border-quilting machine, irrespective of whether the quilting of the border is produced by thread eyelets; | 451,64 |
| (7) sewing mattress handles to borders; | |
| (8) sewing quilted borders onto mattress unit prior to tape edging. | |
| 9. Employees engaged in— | 431,02 |
| (1) 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; | |
| (2) assisting the mattress-maker in filling a mattress and/or the temporary closing of covers of mattresses and borders by means of skewers and/or pins; | |
| (3) attaching spring units to bed frames; | |
| (4) affixing lugs to mattress frames, excluding boring and morticing the rails; | |
| (5) attaching loops to buttons or tufts; | |
| (6) attending a loop-making machine; | |
| (7) bolting by hand of bed mattress frames, studio couch frames and cots; | |
| (8) cutting and making pads, irrespective of materials used; | |
| (9) cutting quilted borders to length; | |
| (10) feeding an interlacing machine; | |
| (11) fitting castors and sockets, but excluding the boring of holes; | |
| (12) fixing bed irons and/or bed brackets; | |
| (13) hanging loops on needles in compression tufting; | |
| (14) loading, wheeling and operating a cloth-spreading machine; | |
| (15) operating a teasing machine; | |
| (16) positioning and fixing laths, lath cleats and/or cross-bars and/or fixing webbing to mattress or bed frames; | |
| (17) positioning and securing a mesh to a mattress frame; | |
| (18) preparing spools for border-quilting machine; | |
| (19) punching holes and fitting ventilators and handles to mattress borders; | |
| (20) staining and/or varnishing, by hand, frames for bedding; | |
| 10. Learners employed in learning the classes of work referred to in clause 7: | |
| For the first six months of employment, 50 per cent of the wage prescribed in clause 7. | |
| For the second six months of employment, 60 per cent of the wage prescribed in clause 7. | |
| For the third six months of employment, 70 per cent of the wage prescribed in clause 7. | |
| For the fourth six months of employment, 80 per cent of the wage prescribed in clause 7. | |
| Thereafter, the wages prescribed in clause 7. | |
| 11. Employees engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords, bolsters, pelmets or curtains and/or in tacking, glueing or stapling gimp and/or fringes, but excluding cutting covers. | 451,64 |
| 12. Learners employed in learning the class of work referred to in clause 11: | |
| For the first six months of employment, 50 per cent of the wage prescribed in clause 11. | |
| For the second six months of employment,, 60 per cent of the wage prescribed in clause 11. | |
| For the third six months of employment,, 70 per cent of the wage prescribed in clause 11. | |
| For the fourth six months of employment,, 80 per cent of the wage prescribed in clause 11. | |
| Thereafter, the wages prescribed in clause 11. | |

For the
period ending
30/6/2000
Rands per week
418,39

13. Employees engaged in—

- (1) applying and/or spreading glue and glue hardeners by hand, brush or machine, but expressly excluding putting together or assembling furniture parts;

Note: This exclusion shall not apply to the employees referred to in subclause (39) hereunder.

- (2) assisting a furniture machinist in handling materials before and after machining; 418,39
- (3) assisting upholsterers by holding cover;
- (4) attending boiler, incinerator and/or oven;
- (5) attending to dust bags and/or cyclones from sanding machines;
- (6) baling and dipping upholstery springs;
- (7) beating and/or teasing coir by hand;
- (8) bending, riveting, drilling and/or assembling metal parts;
- (9) cleaning and blowing down equipment;
- (10) cleaning machinery, plant, tools, spray guns and utensils;
- (11) cleaning and sweeping premises;
- (12) cleaning metal rods;
- (13) cutting metal rods, hinges, metal tubes, metal strips, chain, wire hoop and all similar materials;
- (14) cutting and glueing together rubber or substitutes and fixing such rubber or substitutes on to bare frames and seats and fly-pieces, and fixing and/or glueing such rubber or substitutes to material covers prior to quilting, but excluding the sewing, stapling or tacking thereof;
- (15) the delivery of messages;
- (16) delivery by manually propelled vehicles;
- (17) filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units;
- (18) fixing any kind of glue block;
- (19) glueing sandpaper discs;
- (20) glue-mixing, mass-measuring and preparing;
- (21) handling and carrying materials;
- (22) inserting rubber units into mattress cases;
- (23) inserting screws preparatory to screwing;
- (24) knocking in dowels and/or corrugated fasteners;
- (25) lime washing;
- (26) loading and unloading jigs with material in preparation for machining: Provided that such jigs are not used for cramping of furniture parts;
- (27) loading and unloading kilns;
- (28) loading and/or unloading vehicles;
- (29) loading and unloading vacuum bags and presses of any kind;
- (30) making buttons;
- (31) making and jointing sandpaper or discs and belts for open belt sander;
- (32) making tea or other similar beverages;
- (33) marking by template, pattern and/or jig in preparation for machining and/or cutting;
- (34) oiling and greasing machines and/or vehicles;
- (35) operating the tenon squashing machine;
- (36) operating veneer presses, but excluding the pressing together of machined and/or veneered parts;
- (37) packing articles into cartons and/or cardboard containers and/or bags and thereafter filling and closing such cartons and containers and bags;
- (38) pushing or pulling a vehicle or handcart;

For the
period ending
30/6/2000

Rands per week

- (39) assisting in putting together or assembling furniture parts which are to be cramped or are being cramped or clamped: Provided that the ratio of such assistants to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping or clamping shall not exceed two to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage prescribed in clause 1 of this Part;
 - (40) removing the glue from furniture;
 - (41) removing veneer edges;
 - (42) removing, washing and/or cleaning off glue and paper from pressed veneers, gum or other tapes;
 - (43) riveting or making threads on iron bolts and rods;
 - (44) stacking parts after pressing;
 - (45) straightening and/or cutting hoop iron used for webbing;
 - (46) straining materials;
 - (47) stripping upholstery and bedding;
 - (48) taping veneers and attending veneer press;
 - (49) taping, stapling and/or tacking veneers, plywood and hardboard on to frames or core material for pressing;
 - (50) tapeless jointing by machine;
 - (51) teasing coir or any other materials by hand;
 - (52) treating timber for preservation;
 - (53) unpacking, baling and unbalancing raw materials;
 - (54) veneering edges;
 - (55) mass-measuring pillows, bolsters, quilts and cushions;
 - (56) washing and/or wiping off glue;
 - (57) wrapping cardboard and/or plastic sheeting in paper;
 - (58) rasping and/or filling and/or scraping (operations for carving only);
 - (59) stipple punching for carving;
 - (60) affixing strengthening wood strips to completed furniture for the purpose of packing or transporting;
 - (61) making packing crates and/or cases for furniture and parts thereof;
 - (62) packing furniture and/or furniture parts in hessian, crates, cardboard containers or plastic sheeting and the closing thereof;
 - (63) removing fittings and/or parts from articles of furniture to facilitate transport and/or packing;
 - (64) assisting the mattress-maker in the operation of a deep (top) quilting machine.
14. Employees employed—
- | | |
|---|--------|
| (1) in welding other than spot welding | 591,10 |
| (2) in spot welding..... | 443,65 |
| (3) in maintenance of machinery | 591,10 |
| (4) as despatch clerk, storeman, timekeeper | 443,65 |
| (5) as caretaker, watchman | 432,69 |
| (6) as driver of a motor vehicle the unladen mass of which exceeds 4 540 kg according to licence | 473,81 |
| (7) as driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers, does not exceed 4 540 kg according to licence..... | 456,28 |
| (8) as driver of a fork-lift vehicle | 431,02 |
| (9) in connection with any processes in the construction of spring interiors and/or spring units and the manufacture of their component parts..... | 431,02 |

For the
period ending
30/6/2000

Rands per week

- 15. **Office employees:** Notwithstanding anything to the contrary in this Agreement, employees engaged in writing, filing or any other form of clerical work and including cashiers and telephoneoperators shall be paid not less than..... 1 762,55
- 16. **Foremen:** 16 per cent above the minimum wage prescribed in this Agreement for a category of employees under supervision: Provided that where a foreman supervises more than one category of employees, the wage rate prescribed for the highest category under supervision plus 16 per cent, shall apply.

STAATSKOERANT, 19 MEI 2000

No. 21187 29

PLEASE NOTE:
Employers who are members of the Cape Furniture Manufacturers' Association (C.F.M.A.) must make the following contribution to the Association:

1. C.F.M.A. levies (R 2.00 per employee per month)

ADDRESS OF FIRM

MONTH FIRM'S CODE

[illegible]

TRAINING FUND LEVY 2% PLUS VAT
OF MONTHLY EARNINGS

MONTHLY C.F.M.A. LEVIES: R 2.00 x Employees =

GRAND TOTAL R		
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CHEQUES FOR THE AMOUNT DUE TO BE MADE PAYABLE TO THE BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE

ANNEXURE B

[Notice required under clause 20 of Part 1 of the Agreement]

Day	Starting time	Finishing time	Meal interval
Mondays : :	to : :to..... :
Tuesdays..... : :	to : :to..... :
Wednesdays : :	to : :to..... :
Thursdays : :	to : :to..... :
Fridays : :	to : :to..... :
Saturdays..... : :	to : :to..... :
Forenoon interval..... : :	to :	
Afternoon interval..... : :	to :	

ANNEXURE C

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE
REGISTRATION AS EMPLOYER

The Secretary
Bargaining Council for the Furniture Manufacturing
Industry of the Western Cape
P.O. Box 1123
WOODSTOCK
7915

Date

Dear Sir,

In accordance with clause 5 of Part 1 of the Main Agreement, I hereby furnish you with the following particulars in connection with this business:

1. Name under which business is carried on
2. If the business is a company, state registration number and date of incorporation.....
3. If the business is a close corporation, state registration number and date of incorporation
4. If the business is a partnership, a copy of the partnership agreement shall be lodged with this registration form, or where such lodged agreement does not contain the full terms and conditions of the agreement of partnership, the partners shall notify the Council in writing of all terms of the partnership agreement that are not included in the agreement lodged herewith. In the absence of a written agreement of partnership, the employer shall notify the Council in writing of all the terms of the agreement of partnership.
5. Address(es) at which business is carried on
6. Postal address.....
7. Telephone number Fax No.
E-mail.....
8. Nature of business
9. Full names and home address of proprietor, partners, members, shareholders, managers, directors and secretary:

ANNEXURE E**CONCILIATION AND ARBITRATION GUIDELINES****1. Introduction**

- 1.1 These guidelines deal with the manner in which the Council and its conciliators conduct conciliation proceedings.

2. Purpose of guidelines

- 2.1 The purpose of these guidelines are—
- (a) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;
 - (b) to help Conciliators perform their functions; and
 - (c) to promote consistency in the Council's approach to conciliation proceedings.
- 2.2 These guidelines are drawn from the Commission for Conciliation, Mediation and Arbitration's (CCMA) best practice, the decisions of Commissioners of the CCMA, the courts, and the law.

3. Applications for condonation

- 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, the dismissed employee must apply to the Council for condonation, that is permission to refer the dispute after the 30-day time limit has expired.
- 3.2 The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.
- 3.3 If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
- 3.4 The application must include a signed statement which explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.
- 3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.
- 3.6 The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.
- 3.7 The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
- 3.8 The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following:
- (a) *The degree of lateness:* If the referral is only a few days late, this may weigh in favour of condonation.
 - (b) *The degree of fault of the referring party of his/her authorised representative.* If the referral was late owing to a circumstance beyond the control of the applicant, this may weigh in favour of condonation.
 - (c) *The reasonableness of the explanation:* If the explanation is improbable, this should weigh against condonation.
 - (d) Prejudice to the other parties to the dispute.
 - (e) Prospects of success.

4. Province in which dispute is to be conciliated

- 4.1 A dispute should be conciliated in the province in which the dispute arose.
- 4.2 The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practicable to do so.

5. Jurisdictional disputes

- 5.1 The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly, its policy is not to determine jurisdictional disputes at conciliation.
- 5.2 If a party objects to the jurisdiction of the Council, the conciliator may—
- (a) conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or
 - (b) issue a certificate stating that the dispute has not been resolved.

6. Discretion to assume jurisdiction

- 6.1 If at any time the Council becomes aware that the dispute could have been resolved by another bargaining council, an accredited agency or in terms of a collective agreement, the Council may, in terms of section 147 of the LRA—
- (a) exercise its discretion to assume jurisdiction;
 - (b) refer the dispute to the appropriate person or body for resolution.
- 6.2 In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether—
- (a) the referral is an attempt to bypass agreed or statutory procedures;
 - (b) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
 - (c) the Council has jurisdiction.
- 6.3 If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.

7. Failure to attend conciliation proceedings

- 7.1 If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may—
- (a) postpone the conciliation; or
 - (b) issue a certificate that the dispute has not been resolved.
- Before issuing a certificate the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.
- 7.2 If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may—
- (a) postpone the proceedings; or
 - (b) dismiss the referral.
- Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.
- 7.3 If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred is about the fairness of a dismissal, and if the 30-day time limit for referral has expired, the party must apply for condonation in terms of paragraph 3 above.

8. Representation at conciliation proceedings

- 8.1 Section 135 (4) explicitly states who may appear or be a representative in conciliation proceedings. A Conciliator does not have discretion to allow a person not listed in subsection (4) to appear or act as a representative.
- In the conciliation proceedings a party to the dispute may appear in person or be represented only by—
- (a) a director or employee of that party; or
 - (b) any member, office bearer or official of that party's registered trade union or registered employers' organisation.
- 8.2 If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised in terms of section 135 (4), the Conciliator must decide whether that representative may attend.
- 8.3 A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as a representative in terms of section 135 (4) of the Act. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company and recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. Applications for postponement

- 9.1 The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitably causes delay.

9.2 The Council will not allow matters to be postponed unless—

- (a) there is good reason to do so;
- (b) the application is in good faith;
- (c) the application is made as soon as practicable; and
- (d) the other parties to the dispute are not unduly prejudiced.

9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (in section 135), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

10. Impartiality of Commissioners

- 10.1 A Conciliator must be independent, and must be seen to be independent. Conciliators should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality.
- 10.2 After disclosure, a Conciliator may conciliate if both parties so desire, but should withdraw if he or she believes that a conflict of interest exists irrespective of the view expressed by the parties.
- 10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.
- 10.4 Conciliators must conduct themselves in such a way as to avoid any inference of bias.

11. Conclusion

- 11.1 These guidelines lay down general principles to guide the Council's conciliators and staff in the exercising of their powers and functions. These principles are not hard and fast rules and every case presented to the Council must be considered on its merits.

P. A. SYMONS

Chairman

P. J. DAMPIES

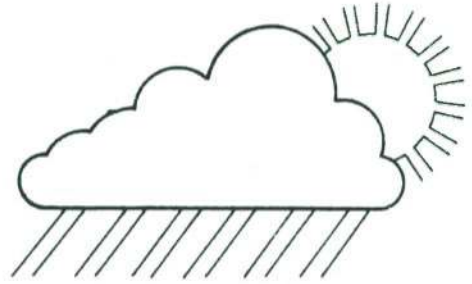
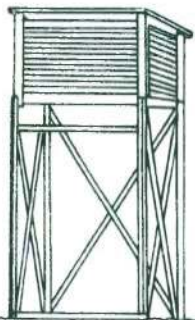
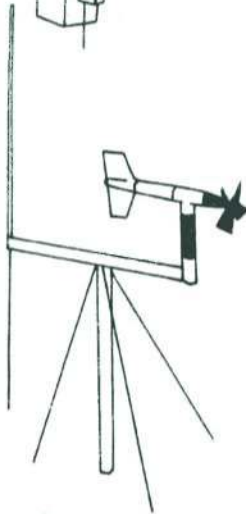
Vice-Chairman

T. O. MILES

Secretary

SA WEATHER BUREAU SA WEERBURO

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